

**MODIFICATION NO. 8  
TO OHIO COMMUNITY SCHOOL CONTRACT  
BY and BETWEEN  
Educational Service Center of Lake Erie West ("Sponsor" or "ESCLEW")  
AND  
Pathway School of Discovery ("Governing Authority" or "School")**

**WHEREAS**, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract ("Contract") effective on July 1, 2012; and

**WHEREAS**, the ESCLEW and the Governing Authority agree to the following modifications;

**NOW THEREFORE**, the parties modify the Contract as follows:

1. **Article IX, Section 9.2.** Replace the first sentence in the section with the following: "The School agrees that its Fiscal Officer shall be its licensed school Treasurer, currently disclosed on **Attachment 9.2.**"

The rest of Section 9.2 remains as originally written in the Contract.

2. **Attachments 9.2, 9.3, and 9.4** shall be replaced in their entirety with the attached.

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.

**Educational Service Center of  
Lake Erie West**

By: 

(Signature)

Its: Superintendent

with full authority to execute this Contract  
for and on behalf of **Sponsor**  
and with full authority to bind **Sponsor**.

Date: 6-24-2019

**Governing Authority of  
Pathway School of Discovery**

By: 

(Signature)

Its: President

with full authority to executive this Contract  
for and on behalf of **Governing Authority**  
and with full authority to bind **Governing  
Authority**.

Date: 06/29/2019

**ATTACHMENT 9.2**  
**FISCAL SERVICES AGREEMENT**

1. Fiscal Services Agreement, or
2. Current resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer

**NOTE:** A resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer must be approved by the Sponsor and submitted to the Ohio Department of Education. The resolution is only valid for one year and does not waive the requirement that the school have a designated fiscal officer.

Any changes made to a fiscal services agreement must be reported in writing to the Sponsor within five (5) business days.

Resolution of the Board of Directors of Pathway School of Discovery ("School")

Motion made by: DUANE MARTIN and seconded by: MELODY MITCHELL on January 16, 2019 for the remainder of the 2018-2019 school year.

**WHEREAS**, Ohio Revised Code Section 3314.011 requires that every community school established under R.C. Chapter 3314 have a designated fiscal officer "employed by or engaged under a contract with the governing authority of the community school"; and

**WHEREAS**, the Governing Authority of Pathway School of Discovery (the "School") has designated and engaged a fiscal officer directly under a contract between the Governing Authority of the School and its management company; and

**WHEREAS**, the Governing Authority believes it has complied with R.C. 3314.011, and

**WHEREAS**, the Governing Authority may adopt a resolution waiving the requirement that it is the party responsible to employ or contract with the designated fiscal officer so long as the community school's sponsor also approves of the resolution; and

**WHEREAS**, the Governing Authority, for clarity purposes wishes to waive any right to have a separate contract with its fiscal officer other than through its current management agreement; and

**WHEREAS**, the School's sponsor may request that the Governing Authority take additional steps beyond enacting this resolution; and

**WHEREAS**, the Governing Authority and its management company agree that the designated fiscal officer is a licensed and bonded public officer of the School; and

**WHEREAS**, regardless of whether the contract designating the fiscal officer of the School contains other services or unrelated services, as a public officer of the School, the primary fiduciary duty as a fiscal officer is to the Governing Authority of the School.

**NOW THEREFORE, BE IT RESOLVED**, that JOFF RATUZZI is authorized and approved as the designated fiscal officer of the School and is engaged under a contract with the Governing Authority pursuant to the terms of the School's management agreement; and

**RESOLVED**, that effective February 1, 2016, the Governing Authority resolves to waive the requirement that the Governing Authority be the party responsible to separately employ its licensed fiscal officer or to contract with its designated fiscal officer in a contract separate from a contract that includes other services. The Governing Authority, does not in any way waive the fact that the fiscal officer is a public officer of the School with all of the responsibilities to the School inherent in that role; and

**RESOLVED**, that the Chair of the school's Board of Directors, or, the Principal of the School, have the authority, upon the sponsor's request, to submit an application any other information necessary to effect waiver of the requirement that the Governing Authority must employ or contract with the designated fiscal officer separately from its current management contract.

Discussion: \_\_\_\_\_

Vote: 5 Yes 0 No 0 Abstaining

[Signatures on the Following Page]

*Melvin Mitchell*

Signature

*Kevin A. Robie*

Signature

*Jim Thiel*

Signature

Signature

*K. Duane Brown*

Signature

Signature

*Darlene Packard*

Signature

Approved by School's Sponsor: \_\_\_\_\_ (Sponsor Name)

By: \_\_\_\_\_

Its: \_\_\_\_\_

And

By: \_\_\_\_\_

Its: \_\_\_\_\_

The Fiscal services agreement or operator contract showing fiscal services provided has previously been submitted and on file with ESCLEW.

## **ATTACHMENT 9.3 FISCAL LICENSURE**

### 1. Treasurer's License

**NOTE:** Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

# STATE OF OHIO DEPARTMENT OF EDUCATION

## 5 Year School Treasurer School Treasurer License

JEFF LAWRENCE RATUSZNY

THIS LICENSE AWARDED TO

OH3326083

EDUCATOR STATE ID

12/11/2018

ISSUE DATE

07/01/2018 to 06/30/2023

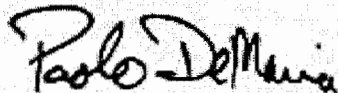
EFFECTIVE DATES

*The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.*

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21649166

Employers may verify this credential by going to Educator Profile on [education.ohio.gov](http://education.ohio.gov) and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.



Superintendent of Public Instruction

**ATTACHMENT 9.4**  
**FISCAL BOND OR POOLED INSURANCE**

1. Treasurer's Bond or Insurance Policy Declaration Page

**NOTE:** Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days.



Fiscal Officer Bond

KNOW ALL MEN BY THESE PRESENTS:

That National Heritage Academies, Inc. – Jeff Ratuszny (hereinafter called the Principal) and Western Surety Company (hereinafter called the Surety), a corporation organized under the laws of the State of South Dakota and authorized to transact surety business in the State of Ohio, are held and firmly bound unto the Ohio Department of Education (hereinafter called the Obligee) in the sum of Fifty Thousand and 0/100 Dollars; (\$50,000) for the payment whereof to the Obligee the Principal binds himself/herself, his/her heirs, executors, administrators, and assigns, and the Surety binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

Whereas the above named Principal is Treasurer and Fiscal Officer of Pathway School of Discovery.

Now, therefore, the condition of the foregoing obligation is such that if the Principal shall faithfully perform such duties as may be imposed on him/her by the requirements outlined in the OCR 117-6-07 and shall honestly account for all money that may come into his/her hands in his/her official capacity during such period, then this obligation shall be void; otherwise, it shall remain in full force until cancelled as provided herein.

This Bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

First: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days' notice in writing to the Ohio Department of Education and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all terms, conditions, and provisions of this Bond, for any act or acts covered by this Bond which may have been committed by the Principal up to the date of such cancellation.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited or placed to the credit, or under control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law decision, ordinance, or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he/she may be chargeable by reason of his/her election or appointment as aforesaid.

Signed, sealed and dated this 20<sup>th</sup> day of December 2018.

Witness:  
Carrie Gulliford  
(as to the Principal)  
Carrie Gulliford

Arac Bershem  
Principal Arac Bershem

Western Surety Company  
Rhett Pringle

Rhett Pringle, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John Avery, Bradford J Poggi, James P Heyboer, Kathleen Kohn, Kristie Lee, Mackenzie Anderson, Rhett Pringle, Lori Jurcak, Individually**

of Grand Rapids, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of December, 2018.



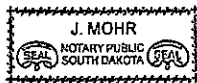
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of December, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20 day of December, 2018.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary