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THE EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC.

COMMUNITY SCHOOL SPONSORSHIP RENEWAL CONTRACT

THE EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, Inc.
3401 Hamilton-Mason Road, Suite A, Hamilton, Ohio 45011
Office: 513-771-4006

COMMUNITY SCHOOL CONTRACT

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THE EDUCATIONAL RESOURCE CONSULTANTS OF OHIO
3401 Hamilton-Mason Road, Suite A, Hamilton, Ohio 45011
Office: 513-771-4006

This **CONTRACT** is entered into by and between the Educational Resource Consultants of Ohio (**Sponsor**) and the governing authority of Bridge Gate Community School, an Ohio public community school established as a public benefit corporation under Chapter 1702 of the Ohio Revised Code, if established on or after April 8, 2003 or a nonprofit corporation under Chapter 1702 of the Ohio Revised Code if established prior to April 8, 2003 (**Governing Authority**).

WHEREAS Chapter 3314 of the Ohio Revised Code permits the formation and operation of public community schools;

WHEREAS the **Sponsor** has been approved as a sponsor by the Ohio Department of Education and has entered into a written agreement with the Department authorizing sponsorship under Chapter 3314 of the Ohio Revised Code;

WHEREAS the **Governing Authority** is an Ohio public benefit corporation (or Ohio non-profit corporation) with its principal place of business located in Franklin County, Ohio;

WHEREAS Ohio law requires the **Governing Authority** and the **Sponsor** to enter into a preliminary agreement to authorize and create a community school;

WHEREAS the **Governing Authority** and the **Sponsor** wish to state or restate the **School's** Agreement adopted on or before March 15 to operate an Ohio community school and the **Governing Authority's** obligation to carry out all provisions of this Contract and the **Sponsor's** Contract to sponsor the **School**;

WHEREAS the **Governing Authority** and the **Sponsor** entered into a contract setting out the terms of this Contract;

WHEREAS, as required by R.C. 3314.03(E) and through the renewal process, which included a High Stakes Review, the **Sponsor** found that the **School's** compliance with applicable laws and the terms of the Existing Contract, and the **School's** progress in meeting the academic standards in the Existing Contract have been satisfactory; and

WHEREAS, pursuant to the aforementioned review, **Sponsor** desires to extend its relationship through this Renewal Contract;

NOW THEREFORE, in consideration of the mutual benefits provided hereunder and other good and valuable consideration, the **Governing Authority** and the **Sponsor** enter into this Contract with the following terms and conditions. All Attachments to this Contract are incorporated by reference and made a part of this Contract as essential to it.

ARTICLE I
ESTABLISHMENT AND AUTHORITY

- 1.1 **Corporate Formation.** The **School** shall be established as one of the following: (1) a nonprofit corporation established under R.C. Chapter 1702, if prior to April 8, 2003; or (2) a nonprofit public benefit corporation established under R.C. Chapter 1702, if on or after April 8, 2003.
- 1.2 **Good Standing.** The **School** shall maintain in good standing its status as a non-profit corporation, if established prior to April 8, 2003 or its status as a public benefit corporation, if established on or after April 8, 2003.
- 1.3 **Creation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may create and operate a start-up community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. The **Governing Authority** is responsible for carrying out all provisions of the Sponsorship Contract.
- 1.4 **Start-Up or Continuing Start-Up or Conversion Community School.** The **Governing Authority** and the **Sponsor** agree that the **School** is a continuing start-up, ^x , new start-up, , or conversion of existing public school or educational service center building (*check one*) Ohio public community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. If it is a conversion school, any duties or responsibilities of an employee that the board of education or service center governing board is delegating to the **Governing Authority** must be specified in **ATTACHMENT 1**. The delegation to all or any specified group of employees must not be prohibited by any applicable collective bargaining agreement.
- 1.5. **Tax Exempt Status.** The **School** may qualify, but is not required to qualify, as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Any change in the tax status of the **School** must be reported in writing to the **Sponsor** within five (5) business days after notice of such change to the **School**, with a copy of such official/governmental notice or letter.
- 1.6 **Corporate Documents.**
 - a. The **School** shall provide copies of current corporate documents including: Certificate of Incorporation; Articles of Incorporation; Appointment of Statutory Agent; Code of Regulations; Taxpayer Employer ID Number; and IRS Determination Letter (if any) as part of **ATTACHMENT 1**. The **School's** Organization Chart must be attached as part of **ATTACHMENT 6**. The Organizational Chart must show the structure and relationship between the operator/administrator/employees, and the **Governing Authority**.

- b. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** prior to the effective date of such changes, together with a copy of all documents and filings.
 - c. The **Governing Authority** must meet the strategic goals relating to an Annual Performance Report and Renewal Evaluation Rubric and complete a self-evaluation of its progress. The **School's** self-evaluation is attached as part of **ATTACHMENT 1**.
- 1.7 **Term.** This Contract shall commence for a term beginning on July 1, 2022 and ending on June 30, 2024 ("Term") provided the Ohio Department of Education authorizes Educational Resource Consultants of Ohio, Inc. to operate as a sponsor for the Term.
- 1.8 **Open for Operation.** The **School** will be open for operation by September 30th of each School Year, unless the mission of the **School** is solely to serve drop-out recovery students. If the **School** fails to open by September 30th in its initial year of operation or within one (1) year after the adoption of a contract pursuant to R.C. 3314.02(D), the Contract shall be void, unless the mission is to serve drop-out recovery students.
- 1.9 **School Agreements with Third Parties.**
- a. The **Sponsor** is not liable for the debts of the **School** or the **Governing Authority** to any third parties.
 - b. The Parties to this Contract agree that certain agreements represent significant and material transactions that must be provided to the **Sponsor** in substantial form at least five (5) business days prior to their adoption by the **Governing Authority**. These agreements include:
 - (1) Purchase, sale, lease, or other disposition of any real property; and
 - (2) All agreements in excess of five hundred thousand dollars (\$500,000.00).
- 1.10 **Bond.** To the extent required by R.C. 3314.50, which only applies to schools that initiated operation on or after February 1, 2016, the **Governing Authority** must post a bond in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond, the **Governing Authority** or the Operator may deposit cash in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond or a cash deposit, the **School's** Operator may provide a written guarantee of payment, which obligates the Operator to pay the costs of audits of the **School** up to an amount of Fifty Thousand Dollars (\$50,000). Unless agreed to otherwise, the **Sponsor** shall not deposit cash or provide a written guarantee pursuant to R.C. 3314.50.
- 1.11 **Independent Attorney.** The **School** shall comply with R.C. 3314.036, which provides "[t]he governing authority of a community school shall employ an

attorney, who shall be independent from the school’s sponsor or the operator with which the school has contracted, for any services related to the negotiation of the community school’s contract with the sponsor or the school’s contract with the operator.”

4060 Sullivant Ave,
Columbus, Ohio 43228 and
3850 Sullivant Ave. Columbus,
Ohio 43228

1.12 **Location.** The **School** is authorized to operate at [address] which shall be the **School’s** primary location (“Primary Location”). The Primary Location may not change without modification to this Contract.

- a. Prior to the **School** entering or renewing any lease or purchase agreement for real property (“Property Agreement”), the **Sponsor** shall have the right to: (i) inspect and approve the property, and such approval may not be unreasonably withheld or delayed; (ii) reasonably request and review documentation to assess the adequacy of the property; and (iii) review the terms of the Property Agreement prior to execution in accordance with Article I, Section A(4) of this Contract.
- b. The **School** shall perform due diligence prior to entering a Property Agreement and may not agree to or enter into any Property Agreement that is either (a) not reasonably reflective of fair market value or (b) above fair market value. The **Governing Authority** may not enter into a lease with an Operator for any parcel of real property until an independent professional in the real estate field verifies that the lease is commercially reasonable at the time of signing. Any lease payments, mortgage payments, or capital improvement costs must be consistent with the yearly budget provided to the **Sponsor**.
- c. All Property Agreements and modifications or renewals thereof shall be provided to the **Sponsor** upon execution.

1.13 **Autonomy of School.** **Sponsor** establishes and recognizes the autonomy of the **School**, including its authority over educational programming, staffing, budgets, and scheduling.

ARTICLE II
GOVERNING AUTHORITY/ADMINISTRATION

2.1 **Governing Authority Duties and Composition.** The **Governing Authority** shall be responsible for carrying out the provisions of this Contract. The **Governing Authority** shall have at least five (5) members who are not owners or employees, or relatives of owners or employees of any for-profit company that operates or manages the **School** and are not members of a school district board of education or employees of a school district or educational service center. All members of the **Governing Authority** must be residents of the State of Ohio and live within 100 miles of the **School**. No person may serve on the **Governing Authority** if prohibited from doing so pursuant to R.C. 3314.02 or any other law, rule, or regulation. **ATTACHMENT 1** includes this information, as well as the **School’s** Administrative and Governance Plan, which describes the process by

which future members of the **Governing Authority** of the **School** shall be selected.

2.2 **Roster.** The **School** shall maintain and provide to the **Sponsor** a roster of the current **Governing Authority** members. The roster must include information used for **Governing Authority** business, including each member's name, mailing address, email address, home, work and cellular phone numbers.

2.3 **Required Documentation.**

a. The **School** shall require each **Governing Authority** member to provide the documents identified below.

1. A signed consent to release BCI and FBI background check results to the **Sponsor**.
2. Copies of the results of both BCI and FBI background checks, which must be repeated every five (5) years, unless the **Governing Authority** member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated.
3. A resume or biographical vitae that accurately reflect experience, education, and other professional competencies related to serving on the **Governing Authority**.
4. A signed attestation form affirming compliance with all applicable provisions listed in R.C. 3314.02(E).
5. A list of all other Ohio community school governing authorities on which the person currently serves.
6. The **Governing Authority** must provide **Sponsor** with annual verification that there are no findings for recovery against any member of the **Governing Authority**, the Operator or any employee or that the findings have been resolved.

b. The **Governing Authority** agrees to supplement the above information if such information changes during the School Year.

2.4 **Annual Conflict of Interest and Disclosure Statements**

a. Each member of the **Governing Authority** must annually sign a Conflict of Interest Statement, on a form approved by the **Sponsor** and adopted by the **Governing Authority** that addresses Ohio's public ethics conflicts laws and rules to the extent that these laws and rules are applicable to community schools. Approval shall not be unreasonably withheld.

- b. Each member must annually sign a Disclosure Statement setting forth potential conflicts of interest and names of any immediate relatives or business associates employed within the previous three years by the **Sponsor** or Operator, a school district or educational service center that has contracted with the **School**, or a vendor that has engaged in business with the **School**.

2.5 **Election of Governing Authority Officers.** The Code of Regulations must provide for the annual election of officers. The **Governing Authority** shall annually approve the school calendar and annually approve the calendar of **Governing Authority** meetings, with a minimum of six (6) meeting dates per school year between July 1 and June 30. This calendar of school board meeting dates approved by the **Governing Authority** must be followed, unless extenuating circumstances including, for example, weather, require a change of schedule. The **School** calendar and calendar of school board meetings must be attached as part of **ATTACHMENT 1**.

2.6 **Public Availability of Governing Authority Information.** To promote transparency, the **Governing Authority** agrees to make the following information available at a publicly accessible area in the **School's** administrative office and on the **School's** website:

- a. current list of the **Governing Authority** members and officers;
- b. contact information of **Governing Authority** members for **Governing Authority** business; and
- c. schedule and location of each **Governing Authority** meeting.

2.7 **Meetings.**

- a. School board meetings must be held on at least a bi-monthly basis. The **Governing Authority** shall allow the **Sponsor's** representative to be present during all executive sessions unless discussing either pending or imminent litigation against the **Sponsor** or matters involving attorney-client privilege.
- b. A majority of members of the **Governing Authority** shall constitute a quorum for purposes of conducting official business.
- c. The **School** agrees to provide the **Sponsor** with a written notice (which may be satisfied by electronic mail) of each **Governing Authority** meeting pursuant to the specified schedule and a copy of the agenda at the time it is provided to **Governing Authority** members.
 - 1. Notice of regular meetings shall be provided promptly at least ten (10) business days prior to each meeting.

2. Notice of special meetings shall be provided immediately upon scheduling and at least twenty-four (24) hours before such meetings.
3. Notice of emergency meetings shall be provided immediately upon scheduling.

2.8 **Sponsor Prior Approval of Governing Authority Members.**

- a. No person shall be eligible to serve until that person provides all required information and documentation to the **Sponsor**.
- b. Each proposed member must be approved by the **Sponsor** prior to appointment as a member counted for quorum and voting purposes. Such approval shall not be unreasonably withheld, conditioned, or delayed.

2.9 **Training of Governing Authority Members.** All **Governing Authority** members must undergo a minimum of five (5) hours of Board training every two years with the member's first training within three (3) months of election or appointment to the **Governing Authority**. Such training must be approved by the **Sponsor**. Certifications of training must be submitted to the **Sponsor** within ten (10) business days of completion of training.

2.10 **Training Plan.** As part of **ATTACHMENT 1**, the **Governing Authority** must submit an annual **Governing Authority** training plan.

2.11 **Public Records and Open Meetings Laws.** All **Governing Authority** members, the Fiscal Officer, the Chief Administrative Officer and administration employees performing general supervisory services must complete annual training in Public Records and Open Meeting Laws.

2.12 **Chief Administrative Officer.** The Chief Administrative Officer of the **School** shall be the position of Superintendent (Superintendent, Director, Administrator). At the inception of this Contract, the position will be held by Wendy Rydarowicz. Any change in the identity and/or role of the Chief Administrative Officer shall be reported to the **Sponsor** prior to the beginning of the term or within five (5) business days, together with the results of that person's recently completed criminal background checks, resme, and references, unless the chief administrator is employed by the operator. The **Governing Authority** must submit its School Chief Administrator contract as part of **ATTACHMENT 6**.

2.13 **Cooperation and Compliance with Sponsor Oversight.** The **Governing Authority** and Administration covenant and agree to cooperate and comply fully with the **Sponsor** in all activities as required by law and by regulations of the Ohio Department of Education for **Sponsor** oversight and monitoring of the **School** including, but not limited to, the following:

- Opening assurances site visit at least ten (10) days before the first day of student instruction when appropriate and compliance site visits at least two (2) times per year and thereafter, as **Sponsor** determines necessary. The **School** must upload documentation of all verifications of compliance information into **Sponsor's** document exchange system and maintain same in a readily accessible manner.
- Communications regarding audits by the Auditor of State, communications with Department of Education area coordinators, and communications with all outside oversight agencies.
- Complete annual file up-date per checklist of **Sponsor**;
- Monthly review of financials. All financials, operating budgets, assets, liabilities, enrollment records and similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** no later than the 15th of every month for the previous month's financial activity. The reports submitted must include: (1) Cash Fund Report – listing of all funds used showing month and year activity and balances; (2) Revenue Summary – listing of all revenue received for the month and for the year; (3) Check Register – listing of all checks for the month; (4) Cash Reconciliation – book to bank reconciliation of all cash accounts; (5) Outstanding Purchase Order Detail – listing of all Purchase Orders created but unpaid (unless the **Governing Authority** uses an Operator); and (6) Enrollment Records – in the form of monthly FTEs.
- Signed documentation granting read-only access by the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School** shall be submitted to the **Sponsor** within thirty (30) days of the signing of this Contract.
- Prompt response to all appropriate requests for information from **Sponsor**, Department of Education or other government agencies;
- Timely submittal of all required and requested data into the **Sponsor** document management system.
- Mandatory attendance by an administrator or governing authority member at all **Sponsor** training sessions.
- Maintenance of daily attendance sheets, signed and verified by the teacher(s) and Chief Administrative Officer of the **School**.
- Maintenance of high school drop-out recovery status if applicable.
- Adherence to all deadlines established by **Sponsor**.
- Annual budget approval before the close of **School** year and submittal of annual budget to **Sponsor**.
- Submittal of all **Governing Authority/School** policies and maintenance of up-dated policies in a readily accessible format.
- Have available for review all **School** enrollment data including, but not limited to, attendance records, withdrawals and EMIS reporting.
- Clear communications with **Sponsor** and prompt response to issues raised by **Sponsor**.
- Verification of the number of enrolled students not receiving special education and related services pursuant to an Individual Education Program (IEP).

- Verification of the number of enrolled students receiving special education and/or related services pursuant to an IEP.
- Have available **School's** base formula amount as specified in the **School's** financial plan (budget) for the school year.
- Have available school district of residence of each student under R.C. 3313.64 and/or 3313.65.
- Number of student suspensions and expulsions.
- All material events, changes, omissions or occurrences which may require reporting by the **Sponsor** to the Department of Education and the **Governing Authority's** position, cure, or plan of action.
- Updated asset/inventory list.
- All items required to be reported in this Contract.

2.14 **Compliance With Sponsor Monitoring.** The **School** shall timely comply with all reasonable requests of the **Sponsor** to monitor **School** operations. Failure to do so is grounds for suspension, termination and/or nonrenewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, and written answers within five (5) business days (unless a shorter time is required), and providing adequate assurances of cure or actual cure within a period of time acceptable to **Sponsor**.

2.15 **Meetings and Workshops.** The **School** Chief Administrative Officer or appropriate representative shall participate in all **Sponsor** meetings/workshops and attend training provided by the **Sponsor**, by the Department of Education, and by other appropriate groups.

2.16 **Appointment of Finance and Internal Audit Committee.** **Sponsor** encourages the **Governing Authority** to appoint/elect a Finance and Internal Audit Committee that meets before **Governing Authority** meetings to review in detail all financial information and to make recommendations to the **Governing Authority**. **Sponsor** encourages the Committee to conduct financial oversight and monitoring.

2.17 **Progress Reports.** The **Governing Authority** shall submit, within four months after the close of each school year, to the **Sponsor** and to parents of all students enrolled in the **School**, a report of its activities and progress in meeting its academic goals, performance standards, and financial status. The financial status report shall be in the form prescribed by the Auditor of State. The **Governing Authority** must annually evaluate the performance of the Chief Administrative Officer (or operator in the case in which the **Governing Authority** contracts with an operator) and of the Fiscal Officer and provide **Sponsor** with the methodology used for such performance evaluations. Said evaluations are attached under **ATTACHMENT 4** of this Contract.

2.18 **Annual Budget.** The **Governing Authority** shall adopt an annual budget by October 1 of each year.

- 2.19 **Governing Authority Performance Evaluation.** Sponsor shall evaluate the performance of the **Governing Authority** in reaching specific governance and operational goals under its Annual Performance Report and Renewal Evaluation Rubric.

ARTICLE III
COMPLIANCE WITH LAWS

3.1 **Compliance with Ohio Laws.**

- a. To the extent required by R.C. 3314.03, the **School** shall comply with the following sections of the Revised Code as if it were a school district: Sections 9.90 [purchase or procurement of insurance], 9.91 [insurance, annuities], 109.65 [missing children, fingerprinting], 121.22 [open meetings], 149.43 [public records], 2151.357 [sealed records], 2151.421 [child abuse reporting], 2313.19 [employees' jury duty], 3301.0710 [Ohio graduation tests], 3301.0711 [administration and grading of tests], 3301.0712 [college and work ready assessments], 3301.0715 [achievement and diagnostic testing], 3301.0729 [time spent on assessments], 3301.948 [restriction against providing student names/addresses to multi-state consortium offering summative assessments], 3302.037 [notification of report card results], 3302.13 [reading achievement improvement plan], 3302.41 [use of blended learning], 3302.42 [use of online learning], 3313.472 [parent/foster caregiver involvement policy], 3313.50 [student hearing and vision records],[3313.539 [concussion and head injuries], 3313.5310 [information and training for sudden cardiac arrest], 3313.608 [third grade reading guarantee, intervention and remediation], 3313.609 [grade promotion and retention policy], 3313.618 [extra-curricular requirements], 3313.6012 [academic intervention], 3313.6013 [dual enrollment programs], 3313.6014 [notice of core curriculum requirements], 3313.6015 [college and career readiness, financial literacy], 3313.6020 [career advising policy, at-risk student identification and success plans], 3313.6024 [reporting prevention-focused programs], 3313.6025 [instruction on interactions with peace officers], 3313.6410 [withdrawal of computer-based student], 3313.6411 [school report card provided to parent upon enrollment], 3313.643 [eye protective devices], 3313.648 [prohibition of incentive payment to enroll], 3313.66 [suspension, expulsion, removal, exclusion], 3313.661 [discipline policy], 3313.662 [permanent exclusion], 3313.666 [policy prohibiting harassment, intimidation, bullying], 3313.667 [bullying prevention initiatives], 3313.668 [removal from school based on absences], 3313.669 [threat assessment], 3313.6610 [registration with tip line], 3313.67 [immunization of pupils], 3313.671 [immunizations], 3313.672 [new student school records, custody orders, birth certificate], 3313.673 [k-1 health and other screening], 3313.69 [hearing and vision screening], 3313.71 [health screening, tuberculosis], 3313.716 [asthma inhalers], 3313.718 [epinephrine auto-injection], 3313.719 [policy protecting students with food allergies],

3313.7112 [diabetes], 3313.721 [health care for students], 3313.80 [display of flag], 3313.801 [display of mottos], 3313.814 [food sold on school premises], 3313.816 [sale of a la carte items], 3313.817 [requirements for sale of food and beverages], 3313.818 [breakfast programs], 3313.86 [policies and procedures to ensure safety], 3313.89 [online education and career planning tools], 3313.96 [missing children], 3319.073 [child abuse prevention training], 3319.321 [confidentiality of student information], 3319.077 [professional development regarding dyslexia], 3319.078 [teacher certification multi-sensory], 3319.39 [criminal records check], 3319.391 [applicants and new hires criminal records check], 3319.41 [corporal punishment], 3319.46 [behavior supports, restraints, and seclusion], 3320.01 [student liberties religious act], 3320.02 [student liberties religious act], 3320.03 [student liberties religious act], 3321.01 [admission to kindergarten, first grade], 3321.041 [out-of-state enrichment and extracurricular activities], 3321.13 [duties upon withdrawal or habitual absence], 3321.14 [attendance officer], 3321.141 [notification of unexcused absences], 3321.17 [attendance officer powers], 3321.18 [enforcement proceedings], 3321.19 [truancy], 3321.191 [habitual absence, truancy], 3323.251 [dyslexia screening], 3327.10 [qualifications of drivers], 4111.17 [wage discrimination], 4113.52 [whistleblower protection], and 5705.391 [spending plan].

- b. To the extent required by R.C. 3314.03, the **School** shall comply with the following Chapters of the Revised Code as if it were a school district: Chapters 117 [fiscal audits], 1347 [privacy], 2744 [tort liability], 3365 [post-secondary enrollment], 3742 [lead abatement], 4112 [civil rights], 4123 [workers' compensation], 4141 [unemployment compensation], and 4167 [occupational safety].
- c. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. 3301.0714 [EMIS guidelines] in the manner specified in R.C. 3314.17.
- d. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. Chapter 102 [public officers – ethics] and R.C. 2921.42 [soliciting or accepting improper compensation].
- e. To the extent required by R.C. 3314.03, unless it is an e-school, the **School** shall comply with R.C. 3313.801 [display of mottos] as if it were a school district.
- f. To the extent required by R.C. 3314.03, unless it is an e-school or a school in which a majority of the enrolled students are children with disabilities, the **School** shall comply with R.C. 3313.6021 [instruction in resuscitation] and R.C. 3313.6023 [CPR and AED training].
- g. If the **School** operates a preschool program licensed under R.C. 3301.52 and 3301.59, the **School** shall comply with R.C. 3301.50 - 3301.59 and

the minimum standards for preschool programs prescribed in rules adopted by the State Board under R.C. 3301.53.

- h. The **School** shall comply with all other laws or rules that are or become applicable to Ohio community schools.
- 3.2 **Number of Students.** The **School** will provide learning opportunities to a minimum of twenty-five (25) students; and for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades K-12 and/or serve ages 5-22. The **School** contracted to serve grades K-12, and intends to add the additional grades over time until all contracted grades are served. (*if applicable*) The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff), or 400 students, whichever is less. An increase in the number of students may not occur without the prior written consent of the **Sponsor**.
- 3.3 **Continuing Operation.** The **School** shall continue operations by teaching the minimum number of students permitted by this Contract. Failure to continue operation without interruption is grounds for termination of this Contract. Only upon written notification and approval by the **Sponsor** can the **School** calendar be materially changed. A material change shall be defined as any change of five (5) or more consecutive days.
- 3.4 **Compliance With Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not compliant with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

ARTICLE IV **OPERATIONS**

- 4.1 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. The **School** shall comply with admission standards of R.C. 3314.06 and, if applicable, R.C. 3314.061.
- 4.2 **Admission Policies and Procedures.** The **School** must provide for review and approval by **Sponsor** of its admission policies and procedures. These admission policies and procedures shall be followed and may not be changed without prior written consent of the **Sponsor**.
- a. The **School** is open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or R.C. 3313.65.

- b. The **Governing Authority** adopts the following policy regarding open-enrollment, to be effective on the earliest date allowed by law:

(i) <u>NO</u> state yes or no	The Governing Authority prohibits the enrollment of students who reside outside of _____ (the District in which the School is located).
(ii) <u>NO</u> state yes or no	The Governing Authority permits the enrollment of students who reside in the districts adjacent to _____ (the District in which the School is located).
(iii) <u>YES</u> state yes or no	The Governing Authority permits the enrollment of students who reside in any other District in the State of Ohio.

If “yes” has been indicated in (ii) or (iii) above, the **Governing Authority** must submit to the **Sponsor** a plan for inter-district open enrollment. Such plan must comply with this Contract, with R.C. 3314.06, and with the **School’s** admission policy.

- 4.3 **Enrollment/Attendance Policy.** The **School** must adopt an enrollment, attendance or admission policy requiring a student’s parent/guardian to notify the **School** of changes in the parent’s or the student’s residence. The policy must include an address verification policy for students. At a minimum, the admission procedure at all times must include the following:
- a. Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of students with disabilities. Any student needing special education services, including psychological, speech and language therapy, occupational therapy, or physical therapy, shall receive those services from a qualified service provider.
- 4.4 **Notice Upon Enrollment.** Upon enrollment, the **Governing Authority** must distribute to the student’s parent the statement required pursuant to R.C. 3314.041, and the **School’s** most recent report card.
- 4.5 **School for Autistic Students.** If admission is limited to providing simultaneous special education and related services to a specified number of students identified as autistic, and regular education to a specified number of non-disabled students, the target ratio of the number of autistic students to non-disabled students in the **School’s** population shall be NA; the total number of autistic students to be enrolled shall be NA; the total number of non-handicapped students to be enrolled shall be NA.

- 4.6 **Public Inspection of Policies.** The **School's** enrollment/attendance and participation policies must be available for public inspection, posted on the **School's** website, and provided to the **Sponsor** upon request.
- 4.7 **Lottery.** If the number of applicants meeting admission criteria exceeds the capacity of the **School's** programs, classes, grade levels or facilities, students may be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students. The lottery will be conducted by the **Sponsor**.
- 4.8 **Automatic Withdrawal.** The **School** must provide for review by **Sponsor** of its Enrollment/Attendance Policies and Procedures for automatic withdrawal if a student without legitimate excuse misses seventy-two (72) consecutive hours of learning opportunities. The Policies shall provide for withdrawing the student by the end of the 30th day after the student has failed to participate.
- 4.9 **Community Racial and Ethnic Balance.** The **School** shall develop ways to achieve a balanced enrollment reflective of the community it serves. The **School** shall not restrict its marketing or recruiting efforts to any particular racial or ethnic group. The **Governing Authority** shall annually assess and compare the **School's** racial and ethnic demographic data with the community it serves and determine whether the **School's** racial and ethnic balancing plan requires modification. Any modifications to the plan shall be provided to the **Sponsor** for review.
- 4.10 **Tuition.** Tuition in any form shall not be charged for the enrollment of any student. Reasonable activity or class fees, as allowed by law, are permitted. The **School** and/or parents may engage in voluntary fund-raising activities.
- 4.11 **Student Transportation.** The **School** shall develop a plan for transportation of students. The **Governing Authority** will work to assure that transportation of students is provided in accordance with all provisions of local, state and federal laws, rules and regulations.
- 4.12 **Payment to Sponsor.**
- a. In consideration for monitoring, oversight, and technical assistance to **School** and pursuant to the R.C. 3314.03(C), the **Governing Authority** agrees to pay **Sponsor** three percent (3%) of the total amount of payments for operating expenses that the **School** receives from the State. Such payment may be an automatic withdrawal.
 - b. If the **School** is required to repay funds received from the State of Ohio due to an FTE Final Adjustment, the **Sponsor** shall repay the **Governing Authority** the percentage of the oversight fee related to the FTE adjustment as determined by the FTE Final Adjustment audit so long as the adjustment is not related to the fraud or negligence of the **School**. The **Sponsor** shall have the option of completing repayment (a) within ten

(10) business days from written demand from the **School** or (b) in monthly installments for the term of the **School's** then current sponsorship contract, provided the **School** is able to repay in installments to the State.

4.13 **Notification.** The **Governing Authority** must immediately notify **Sponsor** of any event or circumstance that may have a material adverse effect on the **School**. The **Governing Authority** also must notify **Sponsor** of any potential or pending litigation against or affecting the **School** within five (5) business days of such knowledge.

4.14 **Operator Agreements.**

- a. The **School** may enter into an agreement with an Operator. As used in this Contract, the term Operator is consistent with the definition in R.C. 3314.02(A)(8) which, as of the execution of this Contract, means either (a) an individual or organization that manages the daily operations of the **School** pursuant to a contract between the Operator and the **Governing Authority**; or (b) a nonprofit organization that provides programmatic oversight and support to the **School** under a contract with the **Governing Authority** and that retains the right to terminate its affiliation with the **School** if the **School** fails to meet its quality standards. Any Operator Contract must be provided to Sponsor in **ATTACHMENT 6**.
- b. All Operator information must be maintained and updated in OEDS-R and a copy of the agreement between the **School** and Operator must be submitted within Epicenter and attached in **ATTACHMENT 6**.
- c. If the **Governing Authority** proposes (a) to enter into an Operator Agreement after execution of this Contract, (b) to change operators or have its Operator Agreement assigned during the Term of this Contract, or (c) to remove the Operator and operate the **School** without an Operator, the **Governing Authority** shall notify the **Sponsor** and submit all information necessary to propose a Modification to this Contract. **Sponsor** will evaluate Operator on its Management Company Rubric. **Sponsor's** approval of an Operator requires a passing grade on the Rubric. If Operator does not receive a passing grade, **Sponsor** may request additional information to evaluate. Approval is at **Sponsor's** discretion.
- d. Each executed Operator Agreement or any assignment, amendment, modification, or renewal thereof must be provided to the **Sponsor** within ten (10) days of execution. The **Sponsor's** receipt does not constitute the **Sponsor's** approval and is not binding upon the **Sponsor**. The Operator Agreement must at all times comply with this Contract and State and Federal law.
- e. Each Operator Agreement must meet the following requirements:

1. Afford **School** adequate resources to pay professional fees to resolve controversies between the Operator and the **Governing Authority**.
 2. Include criteria for early termination and require notification procedures and a timeline for early termination or nonrenewal, in accordance with R.C. 3314.032(A).
 3. Stipulate which entity owns **School** facilities and property, including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the **Governing Authority** or Operator, in accordance with R.C. 3314.032 and 3314.0210.
 4. Stipulate that when an Operator purchases furniture, computers, software, equipment, or other personal property for use in the operation of the **School** with State funds that were paid to the Operator by the **School** as payment for services, such property belongs to the **School**, not to the Operator.
 5. All loans by Operator to the **School**, including facilities' loans or cash flow assistance, must be accounted for in the **School's** annual budget, documented, and bear interest at a fair market rate in accordance with R.C. 3314.03(A)(30).
 6. Require that if the Operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, the Operator must provide a detailed accounting of the nature and costs of the services it provides to the **School**, in accordance with R.C. 3314.024(A).
 7. Require that if the **School** closes and ceases operation, any property acquired by the Operator with State funds shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.
- f. The **Sponsor** may require the **Governing Authority** to interview, select, and engage an operator if the **Sponsor** determines, at its sole discretion, that an operator is necessary due to the **Governing Authority's** failure to carry out its duties and the failure to engage an operator is likely to cause immediate or irreparable harm to the **School** and/or its students.
- 4.15 **Compliance with Health and Safety Standards.** All facilities used by the **School** shall meet all health and safety standards established by law for school buildings. Facilities will be maintained in a clean, healthy manner in accordance with all local, state and federal laws and regulations. Copies of all current permits, inspections and/or certificates shall be filed at the **School** and be available for inspection by **Sponsor**, with copies provided to **Sponsor** upon request. **School** recognizes the authority of public health and safety officials to

inspect facilities of the **School** and to order facilities to close upon a finding that the facilities are not in compliance with health and safety laws and regulations. The **School** shall certify all **Sponsor** assurances required by law, rule or regulation to be sent to the Department of Education, or after any walkthrough or site visit.

A Certificate of Occupancy must be provided to the **Sponsor** prior to occupancy. Proof of occupancy shall be satisfied by the **Governing Authority** providing to the **Sponsor** any permanent, interim or temporary certificate of occupancy issued by the government agency having jurisdiction over the same.

4.16 **Policies and Parent Surveys.** The **School** agrees to have in place all required policies and handbooks, and to keep them up to date including, but not limited to, a parent involvement policy, and, to perform on an annual basis a parent survey measuring parent satisfaction with the operation of the **School**.

4.17 **Access to Records.**

- a. The **Governing Authority, School, and Sponsor** agree that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act (“FERPA”), and its regulations, the **Sponsor** is an authorized representative of a State educational authority and the **School** is permitted to disclose to the **Sponsor** personally identifiable information from education records of students without parent consent (or student consent where applicable) and that the **Sponsor** is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. The **School** agrees to grant **Sponsor** read-only access to “education records” as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its Operator that is reportable to the Department of Education or the Ohio Auditor of State. Such information shall include, but is not limited to, ODDEX and EMIS. Read-only access includes the ability to inspect and copy paper and electronic records at the **School** and to review applicable records when necessary.
- b. The **Sponsor** agrees to comply with FERPA and its regulations and to use reasonable methods to limit **Sponsor** employee access. As required by law, **Sponsor** will destroy educational records when no longer needed.
- c. **Sponsor** is responsible for any liability or adverse consequence(s) to the **School** resulting from an accidental or other deletion, release, or alteration of information or data systems as a result of such access if caused solely and directly by **Sponsor**.
- d. **School** agrees to provide the **Sponsor** access to Testing Information Distribution Engine (“TIDE”) norm-referenced testing portal, Educational-

Value Added Assessment System (“EVAAS”) data, and other **School** data necessary for **Sponsor** to fulfill its obligations.

- 4.18 **STEM School.** The **Governing Authority** shall indicate whether it is planning to seek designation for the **School** as a STEM School equivalent under R.C. 3326.032.
- 4.19 **Suspension and Expulsion Policies.** Prior to its opening, the **School** must adopt policies regarding suspension, expulsion, removal and permanent exclusion of a student that specify, among other things, the types of misconduct for which a student may be suspended, expelled or removed and the due process rights of the student. The **School’s** policies and practices must comply with the requirements of R.C. 3313.66, 3313.661, and 3313.662. The policies must specify the timeframe and manner by which a student or the parent/guardian may notify the **Governing Authority** of the intent to appeal an expulsion or suspension. A copy of the policies shall be posted in a central location in the **School** and made available to students and parents/guardians upon request.

The **School** must maintain disciplinary policies and procedures for students receiving special education services. These policies and procedures may not infringe upon the rights of students receiving special education services under State and Federal law.

- 4.20 **Commitment to Remain Open for School Year.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of **School** operation must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its reasonable discretion, operate the **School** in the event the **Governing Authority** fails to continue operations until the end of the school year or is otherwise suspended or terminated. **Sponsor** may suspend the operations or terminate the Contract as otherwise indicated by law.
- 4.21 **High School Diplomas.** The School shall comply with R.C. 3313.61, 3313.611, 3313.614, 3313.617, 3313.618 and 3313.6114, except that for students entering ninth grade for the first time before July 1, 2010, the requirements in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a diploma may be met by completing the curriculum adopted by the School’s Governing Authority rather than the curriculum specified in Title 33 of the Revised Code or any rules of the State Board of Education. For students who enter ninth grade for the first time on or after July 1, 2010, the requirements for a high school diploma may be met by completing the requirements set forth in R.C. 3313.603{C}, unless the person qualifies under R.C. 3313.603(D) or (F). The School shall comply with the plan to award high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum

requirements based on subject area competency adopted by the State Board of Education under R.C. 3313.603(J)(1) and (J)(2). Beginning with the 2018-2019 school year, the School shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning, internships, or cooperative education programs developed by the Department of Education under R.C. 3313.603(J)(3). For students entering ninth grade for the first time between July 1, 2014 and July 1, 2017, the School shall comply with mandated alternative graduation requirements.

- 4.22 **Compliance with Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

ARTICLE V

Mission, Educational Plan/Program and Performance Plan

- 5.1 **Educational Plan/Program.** The **Plan** has control over and bears responsibility for delivery of the Educational Program, including its Mission, and for attaining the Performance Standards set forth in the **School's** Educational Plan/Program, the **School's** Performance Plan, the **Sponsor's** assessment and accountability requirements, State proficiency and achievement testing and any other standards required by law or the **Sponsor**.

The **School's** Educational Plan/Program must meet or exceed Ohio's content standards and must be in accordance with the Mission of the **School**. The **School's** performance must include standards by which the **Sponsor** can evaluate the success of the **School**. Performance standards must include, but are not limited to, all applicable report card measures as set forth in R.C. 3302.03 and 3314.017, measurement assessment achievement tests, grade-level tests, annual measurable objectives, performance indexes, value-added, graduation tests, State report cards, observations and internal **School** goals.

- 5.2 **Curriculum.** The Educational Plan/Program of the **School**, including its Mission, goals, characteristics of students, ages and grade levels, focus of curriculum, instructional methods, and alignment with Ohio Academic Standards is attached at **ATTACHMENT 2**. The Educational Plan/Program shall be followed and may not be changed without the written consent of **Sponsor**.

The Educational Plan/Program shall describe the learning opportunities to be offered and shall comply with the criteria for student participation in R.C. 3314.08(H)(2). Learning opportunities may be classroom-based and non-classroom-based, and may include supervised instructional and educational activities, and any blended instruction delivery program, as defined in the **School's** Educational Plan/Program. The Educational Plan must detail any

preschool, computer-based, or approved 22+ Adult High School diploma programs. The Educational Plan/Program is attached at **ATTACHMENT 2**.

Learning opportunities must be: (1) provided by or supervised by a licensed teacher; (2) goal oriented; and (3) certified by a licensed teacher as meeting the criteria established for completion. All learning opportunities must meet the criteria for student participation established under R.C. 3314.08(H)(2).

If the **School** uses an Educational Plan/Program that includes blended learning, the **School** must include the following in **ATTACHMENT 2**; (1) indication of its blended learning model; (2) description of how student instructional needs are determined and documented; (3) method used to determine competency, credits and promotion; (4) attendance requirements; (5) description of how student progress will be monitored; (6) description of how student data is protected; and (7) description of teacher professional development that is offered.

5.3 **Sponsor Performance Rating.** **Sponsor** will rate each **School** on a 4-point rubric scale in each of the following categories: (1) Academic Performance, (2) Educational Factors, and (3) Site Visit Compliance. The three scores will be averaged and the resulting score is the **School's** Yearly Average performance score (YA). The YA score for two of three consecutive years must be a minimum of 2.50 to remain in good standing. If the YA score falls below 2.50, the **School** will be placed on Probation. If the **School** receives a second YA score below 2.50 within the following 2-year period, the **School** is subject to termination. **Sponsor** retains the right to grant exceptions in certain circumstances, including change of leadership, adoption of new curriculum, or implementation of new behavior management program.

5.4 **School Performance and Assessment.** The **School** must administer all statewide achievement tests as required by law. The **School** shall be subject to and comply with all requirements relating to the State assessments and accountability systems, including proficiency rates on State assessments, student academic growth, graduation rates, attendance, and post-secondary enrollment if applicable.

The **School** must assess and keep initial benchmarks of students for **Sponsor** to review progress and make suggestions for academic improvement. Such assessments and benchmarks shall be identified in the **School's** Comprehensive Plan.

The **School's** student performance shall be compared to the State, to schools serving a similar population, and/or to schools in the same geographic area. In addition, the **School** shall be subject to all requirements of **Sponsor** for assessing student learning outside of and in addition to State assessment testing, including student performance on other valid and reliable assessments.

The **School's** performance plan must include applicable report card measures as part of the performance measurement. The **School** Performance Plan shall

meet the performance standards, assessment and accountability plan required by **Sponsor** as set out in Community School Goals, Targets and Performance Plan, attached as part of **ATTACHMENT 3**.

The goals that the **Sponsor** requires as part of the **School** plan are in the following areas: (1) mission-specific academic goals; (2) attendance; (3) student enrollment and graduation rates; and (4) financial viability. The required indicators of student performance are rigorous, clear, measurable and attainable. **Sponsor** and/or the Department of Education may change performance standards and their assessment.

ARTICLE VI **REPORTING AND RECORDS**

6.1 Annual Report.

- a. The **Governing Authority** shall create an annual report that indicates the **School's** financial status, a report on all activities and progress in meeting the goals and standards of this Contract, and a statement from the **Sponsor** regarding the performance of the **School**. The **School** must submit a draft of the report to the **Sponsor** for review within three (3) months after close of the prior School Year and the **School** must submit the final report to the **Sponsor** and parents no later than four (4) months after close of the prior School Year.
- b. To the extent R.C. 3314.023 requires the **Sponsor** to complete an annual evaluation of the **School**, the **Governing Authority** agrees to make the annual evaluation received from the **Sponsor** available to each parent by November 30th of each School Year.

6.2 Additional Reporting.

- a. **Sponsor Requests.** Unless specified otherwise, the **Governing Authority** and/or the **School** shall provide responses to reasonable requests from the **Sponsor** within ten (10) business days. Any deficiency shall be cured within a reasonable period of time acceptable to the **Sponsor**, except for a health or safety emergency, which must be immediately cured and which may be grounds for suspension of operations or termination of this Contract.
- b. **Findings for Recovery.** Annually, the **Governing Authority** shall report to the **Sponsor** any findings for recovery issued by the Auditor of State against any member of the **Governing Authority**, the Operator (if applicable), the Chief Administrative Officer, or any employee of the **School** with responsibility for fiscal operations or authorization to expend **School** funds, including those hired by the Operator. The **School** shall respond within a reasonable time to **Sponsor's** inquiries regarding findings.

c. **Operator.** The **Governing Authority** shall provide a written report to the **Sponsor** of all financial data, structure, and operations of its Operator, as it pertains to the **School**, upon **Sponsor's** request, and for the **School's** Annual Report, if required by law.

6.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall be allowed access for such site visits or other impromptu visits, as **Sponsor** deems advisable or necessary, provided that there will be no disruption to scheduled test times. **Sponsor** shall consider its Site Visit Reports in determining whether to renew a Contract.

ARTICLE VII **STAFFING**

7.1 **Contracts.** The **Governing Authority** may contract with administrators, teaching and non-teaching employees necessary to carry out its Mission and fulfill its duties under this Contract. The **Governing Authority** may contract with a third party to employ, administer, and hire teaching and non-teaching employees as necessary to carry out the **School's** Mission and fulfill its duties under this Contract. No contract of employment may extend beyond the expiration of this Contract. The **School** must provide to the **Sponsor** its plan for disposition for staff in the event of nonrenewal, suspension, termination, or expiration of this Contract.

7.2 **Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by **School**, the **Governing Authority** and **School** shall defend, indemnify, and hold harmless the **Sponsor** and its Board members, Superintendent, employees, and agents from all liability arising out of any action or omission occurring during that person's employment by the **Governing Authority** and during such leave from the **Sponsor**. Nothing in this subsection obligates the **Sponsor** to provide such a leave of absence.

7.3 **Employment of Teachers.**

a. A minimum of one (1) full-time classroom teacher or two (2) part-time classroom teachers each working twelve (12) hours per week must be employed by **School**.

b. Full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified or licensed in accordance with R.C. 3319.22 - 3319.31 and shall only teach in their licensed subject areas and grade levels, excluding long-term substitute teacher assignments, unless Ohio law provides otherwise. The **School** may also hire non-certificated persons to teach no more than twelve (12) hours per week or, if the individual is teaching an industry-recognized

credential program at a dropout recovery school pursuant to R.C. 3319.301, forty (40) hours per week.

- c. Upon employment, **School** shall forward teacher qualifications including, but not limited to, the grade level and content area and the teacher's licensure or certification, to **Sponsor**, as well as credentials and background checks for all staff of **School**.
- d. Each classroom teacher initially hired by the **School** on or after July 1, 2013, and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.
- e. The ratio of students to full-time equivalent classroom teacher shall be no more than ____ to 1. The **School** shall provide evidence of maintaining the ratio within ten (10) business days of a request from the **Sponsor**. The **School** may also hire non-teaching employees as required. The **School** shall employ at least one staff member with administrative licensure within thirty (30) months of signing this Contract or request an extension.
- f. Each person employed as a nurse, teacher, counselor, psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, alcohol and substance abuse, and the promotion of positive youth development within two (2) years of beginning employment and every five (5) years thereafter.

7.4 **Collective Bargaining.** Teaching and non-teaching employees may organize and collectively bargain pursuant to R.C. 4117, *et seq.* In the event of collective bargaining, no collective bargaining agreement shall extend beyond the term of this Contract. The **Governing Authority** shall consider a bargaining unit containing teaching and non-teaching employees to be an appropriate unit, notwithstanding R.C. 4117.06(D)(1).

7.5 **Employee Benefits.** **School** must provide to all full-time employees health and other benefits. In the event certain employees have bargained collectively, the collective bargaining agreement supersedes, to the extent that it provides for health and other benefits.

7.6 **Professional Development.** The **Governing Authority** shall provide a plan describing professional development activities offered to **School** staff as a part of the **School's** Comprehensive Plan.

7.7 **Volunteers.** All volunteers must be notified that the **School** requires a completed background check before they can volunteer at the **School**.

ARTICLE VIII **FINANCES**

- 8.1 **Financial Records.** The **School's** financial records shall be maintained in the same manner as the financial records of school districts, pursuant to rules adopted by the Auditor of State and in the manner presented in R.C. 117. The **School** shall meet the requirements and follow the procedures for program and financial audits established by the Auditor of State and the Department of Education. The **Governing Authority** shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2), and any other enhanced standards required by the **Sponsor**.
- 8.2 **Fiscal Officer.** The **School** shall have a designated fiscal officer with a Treasurer license. A copy of the Fiscal Officer's License is attached as part of **ATTACHMENT 4**. The **Governing Authority** must submit to the **Sponsor** its selection for Fiscal Officer and the **Sponsor** must approve the appointment.

<p>School Rep Initials</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>ERCO Rep Initials</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>The School agrees that its fiscal officer shall be (pick, initial and sign only one):</p> <p>1. The School's Fiscal Officer Stephanie Ataya _____; or</p> <p>2. Its Operator _____, through the Operator's Treasurer _____;</p> <p>3. A qualified service provider named _____ (credentials and training to be provided to the Sponsor.)</p>
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- 8.3 **Fiscal Bond.** The Fiscal Officer shall execute a bond in an amount and with surety to be approved by **Sponsor**, payable to the State of Ohio, conditioned on the faithful performance of all official duties required of **School** Fiscal Officer. The bond shall be deposited with the **Governing Authority**, copies thereof, certified by the **Governing Authority**, shall be filed with the **Sponsor** and county auditor in which the **School** is located.
- 8.4 **Fiscal Services Agreement.** The **School** must provide to the **Sponsor** a copy of any fiscal services agreement between **Governing Authority** and a third-party. The fiscal services agreement must require the Fiscal Officer to assist in all audits and to perform all duties required by R.C. 3314.023 or other applicable law relating to the **School's** closure and final or special audit services. The Fiscal Services Agreement must state that the Fiscal Officer is primarily

responsible for all financial-related provisions of the closing procedures should the **School** close.

- 8.5 **Custody of School Funds.** All money received by the **School** during the period beginning upon execution of this Contract, shall be placed in the custody of the Fiscal Officer, who shall maintain all funds and accounts of the **School**.
- 8.6 **Financial Plan.** A Financial Plan detailing an estimated school budget for each fiscal year of this Contract and an estimated Five Year Plan are attached as part of **ATTACHMENT 4**, which also includes the Fiscal Officer's license and Financial Self-Evaluation of Financial Goals and Measurements. The Financial Plan must meet specific performance measures for financial performance and sustainability. **Sponsor** evaluates the **School's** performance in reaching prescribed financial goals. The **School's** self-evaluation projects its ability to meet these goals throughout the Contract. See **ATTACHMENT 4**. These evaluations will be considered in the **Sponsor's** renewal process.
- 8.7 **Fiscal Budget.** On or before June 30 of each year, a revised school budget shall be submitted to **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purposes of funding calculations under R.C. 3314.08. The base formula amount for any year shall not exceed the dollar formula amounts specified for the year by the Department of Education and must be included in the budget. Projected expenses must include the total estimated per pupil expenditure for each year. Should the **Sponsor** request further breakdown of revenue, line items for expenses, or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by an Operator, the **Governing Authority** must provide the Operator with sufficient data to allow **Sponsor** to review revenue and expenses.
- 8.8 **Financial Management.** The **School** must file with **Sponsor** its policies and procedures for internal financial controls. These must include the following:
- a. Commonly accepted accounting practices and the capacity to implement them;
 - b. Bank account maintenance;
 - c. Adequate payroll procedures;
 - d. Procedures for creating and reviewing monthly and quarterly financial reports;
 - e. Internal control procedures for cash receipts, cash disbursements and purchases; and

f. Maintenance of asset registers and financial procedures for grants in accordance with federal and state law.

8.9 **Borrowing Money.** The **School** may borrow money only to pay its necessary and actual expenses in anticipation of receipt of any portion of the payments due to the **School** pursuant to R.C. 3314.08. The **School** shall issue notes to evidence its borrowing. A copy of all notes must be provided to **Sponsor** within five (5) days of execution. The proceeds from the notes shall be used only for the purpose for which the borrowing may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for acquisition of facilities.

All loans from the Operator, including facility loans or cash flow assistance, must be accounted for, documented and bear interest at a fair market rate.

8.10 **Fiscal Year.** The fiscal year for the **School** shall be July 1 to June 30.

8.11 **Audits.** The **Governing Authority** may contract with an attorney, an accountant, or an entity specializing in audits for assistance. However, such attorney, accountant or entity must be independent from the **School's** Operator.

8.12 **Financial Audit Standards.** The **School** recognizes that the **Sponsor** must be present at all meetings with the Auditor of State. The **School** must provide written notice to **Sponsor** of the time, date, and location of all such meetings within three (3) business days of receiving such notice.

8.13 **Unauditable Status.** If the **School** is declared unauditable under R.C. 33114.51, the **Governing Authority** must suspend the Fiscal Officer and find an immediate replacement. If the **Governing Authority** has contracted with an Operator that provides the fiscal services, the **Governing Authority** must cause the Operator to suspend the Fiscal Officer and find an immediate replacement.

ARTICLE IX **INSURANCE / INDEMNIFICATION**

9.1 **Liability Insurance.** **Governing Authority** must maintain comprehensive general liability insurance at all times in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The insurance coverage shall be for **School, Governing Authority,** its Directors, Officers and employees, and also for **Sponsor,** its Board, officers and employees, as additional insureds. The insurance coverage must be occurrence coverage or claims made coverage and the **Sponsor** must be an additional certificate holder.

The policy or certificate of insurance shall be provided to **Sponsor** upon request. The **Governing Authority** shall provide evidence of such coverage annually.

The **Governing Authority** must obtain policies that notify **Sponsor** in writing at least thirty (30) days in advance of any material adverse change or cancellation of coverage; and shall provide evidence of the same to the **Sponsor**.

9.2 **Indemnification.** The **Governing Authority** and **School** shall indemnify and hold harmless **Sponsor** and its Board, officers, employees and agents from any and all claims, demands, actions, lawsuits, legal fees incurred, causes of action, obligations, losses, costs, expenses, attorneys fees, damages, orders and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:

- a. Failure of the **Governing Authority** and/or **School**, its officers, directors, employees, or contractors to perform any duty, responsibility or obligation imposed by law or this Contract, including the obligation to pay all bills and invoices for services when due.
- b. All actions and/or omissions by **Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that result in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law, both state and federal.
- c. Any sum that **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of **School** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under law; (3) all agreements in any way connected herewith, on the part of **School**, to be performed, complied with, or observed; or (4) liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, **Governing Authority** or to third parties in any way related to **School**.
- d. Any liabilities incurred by **Sponsor** or its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against **Sponsor** by **School** or the **Governing Authority**, unless **School** or **Governing Authority** obtains a final judgment or order on the merits against **Sponsor**, and the appeals of such judgment or order have been exhausted or have expired.

9.3 **Survival.** All provisions of this Article IX shall survive the voidance, expiration, termination, nonrenewal, suspension or abandonment of this Contract.

ARTICLE X
SPONSOR OBLIGATIONS, ANNUAL PERFORMANCE REPORT AND RENEWAL,
TERMINATION AND NON-RENEWAL

- 10.1 **Obligations.** The **Sponsor** shall provide oversight, monitoring and technical assistance to the **Governing Authority** and the **School** as follows:
- a. Monitor **School's** compliance with all laws applicable to **School** and with the terms of the Contract and provide technical assistance to **School** in complying with applicable law and this Contract. **Sponsor** is not the **School's** legal counsel, and **School** shall consult its own legal counsel for legal advice.
 - b. Monitor and evaluate the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis. Such monitoring and evaluation shall be based on the performance standards specified in this Contract, including Attachments thereto, all applicable State report card measures, and any other analysis conducted by the Department of Education.
 - c. Report annually to the Department of Education and to parents the results of its evaluation conducted pursuant to R.C. 3314.03(D)(2).
 - d. Monitor the financial and enrollment records of **School** by meeting with the Fiscal Officer at least once per month and, within ten (10) days of each meeting, issue a written report regarding the review to the **Governing Authority** and the Fiscal Officer.
 - e. Offer additional workshops and activities, as determined by the **Sponsor**, specifically designed to benefit **School**.
 - f. Take steps to intervene in **School's** operation to correct problems with **School's** overall performance, pursuant to R.C. 3314.023(E).
 - g. Declare **School** on probationary status pursuant to R.C. 3314.073.
 - h. Suspend operation of **School** pursuant to R.C. 3314.072.
 - i. Terminate the Contract pursuant to R.C. 3314.07, if determined necessary by **Sponsor**.
 - j. At its sole discretion, Sponsor may require a corrective action plan from **School** to cure any issues or violations.
 - k. Have in place a plan of action in the event that the **School** experiences financial difficulties or closes before the end of the School Year. The **Governing Authority** consents to the authority of **Sponsor** to carry out its obligations if needed, under State Department of Education closing guidance, to oversee closure of the School. The **Governing Authority** agrees that it will not abandon its own statutory duties for closure.

- l. Submit opening assurances for the **School** to the Department of Education no less than ten (10) business days prior to the opening of the **School's** first year of operation or if a **School** that is not an internet or computer-based school, changes its facility location or adds a facility.
- m. Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to schools it authorizes, as required by R.C. 3314.025.
- n. Adhere to and comply with **Sponsor's** Contract with the Department of Education to operate as a **Sponsor**.
- o. Assist **Governing Authority** with technical assistance, training, and/or services from other entities as may be reasonably necessary, when requested.

10.2 **Monitoring.** **Sponsor** reserves the right during the term of the 5Contract to require **Governing Authority** to do any or all of the following as part of a Corrective Action Plan:

- Place School Chief Administrator on an Improvement Plan and monitor progress at each **Governing Authority** meeting.
- Replace School Chief Administrator.
- Hire School improvement coaches and monitor the academic improvement plan at each **Governing Authority** meeting.
- Require **School** to implement additional academic supports and monitor the progress of students at each **Governing Authority** meeting.

10.3 **Sponsor's Annual Performance Report and Renewal Evaluation Rubric.** Prior to contract renewal, and at least every five (5) years for long-term contracts, **Sponsor** shall conduct a High-Stakes Review that rigorously evaluates the performance of the **School** subject to **ATTACHMENT 3**, and the **Sponsor** Annual Performance Report and Renewal Evaluation Rubric. **Sponsor's** primary measures of school quality are the objective and verifiable measures of student achievement. These measures must be met for contract renewal.

The **Sponsor's** performance framework surpasses minimum standards required by law and is school-specific. It includes the following: (1) proficiency rates on standard assessments (for all students and by subgroups); (2) student academic growth; (3) graduation rates; (4) attendance; (5) post-secondary enrollment (if applicable); and (6) student performance on other valid and reliable assessments.

Drop Out Prevention and Recovery Community Schools are required to report and rate the following:

- Assessment Passage Rate (percent of students in grade 12, or within 3 months of turning 22, who have passed all 5 sections of the Ohio Graduation Test)
- Annual Measurable Objectives
- 4-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 5-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 6-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 7-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 8-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- Value-Added (this calculation will be different from the calculation on the A-F Report Card)
- Other Student Outcomes
- Attendance Rate
- Additional measures as available

- 10.4 **Unavailability of Some Performance Measures.** The **Governing Authority** and **Sponsor** acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when State testing or report cards are not available. In the absence of such data, the **School** will be evaluated, to the extent possible, on available indicators from the framework, and the **Sponsor** may consider qualitative data from corrective action plan monitoring and biannual reviews.

The success of the School shall be evaluated based on its academics, finances, organization/operations performance measures as identified in Articles III, IV, V, and VIII.

- 10.5 **Intervention.** The **School** shall develop a plan of intervention for all students not found proficient or not making adequate annual progress, and submit it to the **Sponsor** for approval.

10.6 **Probation and Suspension.**

- a. **Probation.** After consulting with **Governing Authority**, **Sponsor** may declare in written notice to **Governing Authority** that **School** is in probationary status. The notice shall specify the conditions that warrant probationary status. Probationary status shall not extend beyond the current school year. The **Sponsor** may declare the **School** to be in probationary status only if it has received reasonable assurances from the **Governing Authority**, to its satisfaction, that the **Governing Authority** can and will take the necessary actions to remedy the conditions that warranted such probationary status as specified by **Sponsor**.
- b. **Intent to Suspend/Suspension.** Pursuant to R.C. 3314.072, the **Sponsor** may suspend operations of the **School** for any of the following reasons:
 1. Failure to meet student performance requirements stated in this Contract.

2. Failure to meet generally accepted standards of fiscal management.
3. Violation of any provision of this Contract or applicable state or federal law.
4. Other good cause.

c. Process.

1. **Sponsor** shall send a written notice of intent to suspend explaining the reasons and providing the **Governing Authority** with five (5) business days from receipt of notice to submit a proposed remedy.
2. **Sponsor** shall promptly review the proposed remedy.
3. If **Sponsor** disapproves of the proposed remedy or if the **Governing Authority** fails to submit a proposed remedy or fails to implement the remedy, the **Sponsor** may issue a Notice of Suspension.
4. The **School** again has an opportunity to submit a proposed remedy within five (5) business days of receipt of notice.
5. If the **School** fails to submit a proposed remedy to the satisfaction of the **Sponsor**, the **Sponsor**, the **Sponsor** may deem the **School** to be in suspension. The **School** must cease operations on the next business day, and immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefor.
6. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.
7. If the **Sponsor** suspends the Contract, the Contract becomes void if the **Governing Authority** does not provide a proposal to remedy the conditions, satisfactory to **Sponsor**, by the 30th day of September of the following School Year.

10.7 **Contract Authorization.** Before executing this Renewal Contract, **Governing Authority** must pass a resolution authorizing execution of this Renewal Contract and authorizing a member of the **Governing Committee** to execute this Renewal Contract for and on behalf of the **Governing Committee** with full authority to bind **Governing Authority**. The **School** shall provide a copy of the resolution to **Sponsor**.

10.8 **Expiration of Contract.** This Contract shall expire on its own terms and will cease to remain in force unless renewed by the Parties pursuant to the standards and process described in this Contract.

10.9 **Expiration, Termination and Non-Renewal of Contract**

- a. This Contract expires on the date provided in the Contract. The **Sponsor** and **School** may enter a Renewal Contract pursuant to R.C. 3314.03(E) unless the Contract is terminated or not renewed.
- b. **Sponsor** may choose not to renew a Contract at its expiration or may choose to terminate a Contract prior to its expiration for any of the following reasons:
 1. Failure to meet student performance requirements as stated in Contract.
 2. Failure to meet generally accepted standards of fiscal management.
 3. Violation of any provisions of the Contract, or applicable state or federal law.
 4. Other good cause.
- c. If the School does not intend to renew its Contract with the Sponsor, the School shall so notify the sponsor in writing and include its reasons at least one hundred eighty (180) days prior to this Contract's expiration date. Prior to such notification, the Governing Authority must adopt a resolution at a properly noticed public meeting that authorizes the nonrenewal and authorizes one or more persons to notify the Sponsor. The School may enter into a Contract with a new Sponsor at the expiration of this Contract or upon its assignment at this Sponsor's sole discretion.
- d. Upon fourteen (14) days' notice, **Sponsor** may choose to terminate the Contract prior to its expiration if **Sponsor** has suspended the operations of the **School**.
- e. Upon termination or non-renewal, the **School** may file a written notice requesting an informal hearing, which shall be held within fourteen (14) days of receipt of notice. If the **School** does not request an informal hearing, the Contract is terminated effective as of the date that **Sponsor** notified the **School** of its decision to terminate.
- f. Within fourteen (14) days after the informal hearing, the **Sponsor** will issue a final decision. If the **Sponsor** affirms its decision to terminate the Contract, the effective date of termination is the date of **Sponsor's** decision.

- g. Upon termination of its contract, the **School** shall close permanently at the end of the current school year or on a date specified in the notice of termination. A **School** whose contract is terminated shall not enter into a contract with any other sponsor.

At its sole discretion, the Sponsor may assume operation of the School pursuant to RC 3314.073(B) should the Governing Authority abandon its duties or breach its duties in a manner likely to cause immediate or irreparable harm to the School and/or its students.

10.10 **Closure.** The **School** shall comply with the closing procedures of **Sponsor**, the Department of Education, and all other required procedures at the pertinent time. The **Governing Authority** acknowledges the obligations of the **Sponsor** in Department of Education's closing guidance and consents to the authority of the **Sponsor** to carry out those obligations, if necessary. The **Governing Authority** agrees to complete its own statutory duties for closure. The **Governing Authority** acknowledges it is solely responsible for the sale, lease or other distribution of the facilities and agrees to maintain the facility until such time as it is sold or leased to another entity. The **School** must comply with all closing procedures, including those set forth in **ATTACHMENT 7**.

10.11 **Disposition of Assets.** In the event that this Contract is: (a) suspended and terminated; (b) not renewed and not reassigned to another sponsor; or (c) the **School** dissolves, the operation of the **School** will cease as a community school. The following requirements and procedures apply regarding the **Governing Authority** and the **School**:

- a. Adherence to R.C. 3314.074(A) and (B) must be respected to the fullest extent possible.
- b. After paying or adequately providing for the payment of all known obligations of the **School**, the **Governing Authority** shall distribute the remainder of the assets as follows:
 - 1. Assets held upon condition requiring return, transfer, or conveyance which condition shall have occurred by reason of the dissolution or otherwise, shall be returned, transferred or conveyed in accordance with such requirements.
 - 2. In the case of a public benefit corporation:
 - i. Assets held by it in trust for specified purposes shall be applied so far as feasible and in accordance with the terms of the trust.
 - ii. Remaining assets shall be distributed to a public benefit corporation, the United States, a state or any political

subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

- iii. In the event and to the extent that, in the judgment of the Directors, it is not feasible to apply the assets provided in the above clauses (1) and (2), the assets shall be applied as may be directed by the Court of Common Pleas and the County and this State in which the **School** is located.

10.12 **Renewal Process.**

- a. Provided this Contract is not currently suspended and has not been non-renewed or terminated by the **Sponsor**, the **School** may apply to the **Sponsor** for renewal of the Contract. The **Sponsor's** Protocol for Renewal is attached as **ATTACHMENT 7**.
- b. During the School Year in which this Contract expires, the **Sponsor** shall provide the **School** with the renewal application, the renewal application guidelines, and a list of required documents.

10.13 **High Stakes Review.** Renewal is subject to a High-Stakes Review and the **Sponsor's** determination that the **School** has satisfactorily complied with this Contract and all applicable laws, that the **School** is financially solvent, organizationally viable, and that the **School's** progress in meeting its Performance Targets is satisfactory.

10.14 **Reasons for Non-Renewal of Contract.** The **Sponsor** may choose not to renew this Contract for any of the following reasons:

- failure to meet student performance requirements set forth in this Contract;
- failure to meet generally accepted standards of fiscal management;
- violation of any provision of the Contract or applicable state or federal law;
- other good cause. See R.C. 3314.07.

10.15 **Non-Renewal.**

- a. By January 15 of the year in which the Contract expires, the **Sponsor** shall notify the **Governing Authority** in writing of whether the **Sponsor** intends to renew or non-renew.
- b. If the **Sponsor** intends to non-renew this Contract, the notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School** may, within fourteen (14) days

of receiving the notice, request in writing an informal hearing before the **Sponsor** in accordance with the **Sponsor's** protocol for non-renewal.

- c. The informal hearing shall be held within fourteen (14) days of receipt of request and no later than fourteen (14) days after the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate or non-renew the Contract.

- 10.16 **School Intention to Non-Renew.** If **School** does not intend to renew its Contract with **Sponsor**, **School** shall notify **Sponsor** in writing, including its reasons, at least one hundred eighty (180) days prior to expiration of this Contract. Prior to the notification, the **Governing Authority** must adopt a resolution at a properly noticed public meeting that authorizes the non-renewal of this Contract and that authorizes one or more individuals to notify **Sponsor**.
- 10.17 **Assignment of Contract.** **School** may enter into a contract with a new sponsor in accordance with R.C. 3314.03 upon the expiration of this Contract, or at the sole discretion of the **Sponsor**, by an assignment of this Contract before its expiration.

ARTICLE XI **MISCELLANEOUS**

- 11.1 **Dispute Resolution.** In the event of a dispute between **Sponsor** and **Governing Authority** regarding any term of this Contract or any community school issue, the Parties shall each designate a person to resolve the dispute. In the event that the dispute cannot be resolved by the Parties, the matter shall be submitted to the Superintendent of the **Sponsor** or his/her designee for resolution. The decision by the **Sponsor** or Superintendent or designee is final and binding. Any appeal of the decision of the Superintendent or designee shall be to the Hamilton County Court of Common Pleas as if it were an appeal from a decision of an arbitrator. The parties expressly agree to venue in Hamilton County, Ohio.
- 11.2 **Term.** This Contract shall be for a term of 2 year(s) commencing on July 1, 2022 and ending on June 30, 2024 unless renewed or a change in its sponsorship agreement with the Department of Education.
- 11.3 **Severability.** Should any term, clause or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.4 **Headings.** Headings are for the convenience of the Parties. Headings have no substantive meaning.
- 11.5 **Notices.** All notices required or permitted by this Contract shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other

means by which receipt can be documented to the following persons and addresses:

If to Sponsor:

Educational Resource Consultants of Ohio, Inc.
3401 Hamilton-Mason Road, Suite A
Hamilton, OH 45011

With a copy to:

Phyllis E. Brown
Brown Law Firm, LLC
250 E. 5th Street, Suite 1500
Cincinnati, OH 45202

If to the Governing Authority or School to:

School

Bridge Gate Community School
4060 Sullivant Ave.
Columbus, Ohio 43228

With a copy to:

Legal Counsel

- 11.6 **Amendments, Updates and Modifications.** This Contract constitutes the entire agreement among the Parties and any amendments, updates or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both Parties. When a **School** seeks to amend or modify any terms in this Contract, the **School** must provide **Sponsor** with a writing setting forth the page number, article number and section number it seeks to change together with an explanation of its reasons. The **School** must not amend or modify the text within the Sponsorship Contract. Notifications required by this Contract shall not be considered amendments or modifications of this Contract.

Sponsor regularly updates its performance framework to support higher achievement and to ensure stronger compliance. **Sponsor** and its legal counsel regularly assess Contract language to ensure consistency with changes in State and/or Federal law and regulations at least every six months. If there are significant changes in State and/or Federal law and regulations at any time, legal counsel notifies **Sponsor** and **Sponsor** determines the need for modification. Finally, **Sponsor** may modify its existing contract to reflect changes and modify its template for new schools.

11.7 **Attachments.** All Attachments to this Contract are incorporated by reference into the Contract. Resolutions by the **Sponsor's Governing Board** and **School Governing Authority** approving this Contract shall be attached to this Contract.

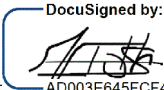
**The Educational Resource Consultants
of Ohio, Inc.**

School Governing Authority

By: J. Leonard Harding

Title: Executive Director

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

DocuSigned by:
By: 
AD003E645FCF423...

Title: Board
President

with full authority to execute this Contract for and on behalf of the **School Governing Authority** and with full authority to bind the **School Governing Authority**

ATTACHMENT 1

- A. School Governing Authority/Board of Directors:
Member Names, Addresses, Email Addresses, Telephone Numbers, Resumes
- B. Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent and Employer Identification Number
- C. Code of Regulations
- D. Administrative and Governance Plan
- E. Conflict of Interest/Related Party Policy
- F. Related Party Disclosure Form
- G. School Calendar
- H. IRS Determination Letter (if any)
- I. Performance Framework - (Performance and Accountability Plan) Organizational-Operations and Governance/Legal Performance Goals and Measurements
- J. Calendar of School Board Meetings

Bridge Gate Community School

Board Member	Position	address	phone	email
Mohamud Dallin	President	6698 Concourse Drive Columbus, Ohio 43229	(614) 332-4655	mohameddallin@yahoo.com
Dr. Ayan Osoble		390 James Way, Apt. G Marion, Ohio 43302	(614) 556-3249	ayanosoble@yahoo.com
Neal Barkan	Vice President	81 S. 4 th Street, Ste. 300 Columbus, Ohio 43215	(614) 351-8351	nbarkan@barkanmeizlish.com
Abass Abubakar	Secretary	1543 Red Leave Lane Columbus, Ohio 43223	(443) 600-0102	abassabukar@yahoo.com
Mohamed Ali	Treasurer	3528 High Creek Drive Columbus, OH 43223	(614) 589-3285	zeinabsharif062@gmail.com

Mohamud Dallin

6698 Concourse Drive, Columbus, OH 43229
(614) 332-4655 Mohameddallin@yahoo.com

OBJECTIVE:

To work as a strong team member utilizing my educational background along with my entrepreneurial and governmental strengths and experience for organizational success.

STRENGTHS:

- Entrepreneurial spirit
- Visionary
- Task-oriented
- Operational focus
- Outside-the-box thinker
- Goal oriented
- Self-motivated
- Strong communicator
- Detail-oriented
- Organizer

MAJOR ACCOMPLISHMENTS:

- Ensured air-safety and air-worthiness of thirteen separate aircraft models for Continental Airlines over eighteen years.
- Co-founding member of the Somali Chamber of Commerce in Columbus Ohio creating a gateway for Somali business ownership encouraging the start-up of thirty seven (37) business ventures.
- Co-founded and part-owner of Banadir Mall (Somali Mall) in Columbus, OH occupied by fifty (50) Somali owned businesses. Operating with 99% occupancy rate.

EDUCATION:

- 1985 -1988 University District of Columbia (UDC), BS Aviation Technology
Engineer and Safety Inspector Maintenance Specialist and Avionics
- 1989-1992 Boeing Aircraft manufacturer training department in Newark New Jersey,
Trained (737-100 – 400), (727-100 & 200), (757), (747-100 – 400)
- 1993-1994 McDonnell Douglas Aircraft manufacturer in ST Louis Missouri Training
Program for Aircraft (MD-80-82s)

WORK HISTORY:

- 2006 – Present Golden Age Adult Day Care Services**
Chief Executive Officer
Responsible for daily management of business including caring for seniors, managing Ohio Department of Aging passport program, develop and maintain monthly and annual budgets, and oversee marketing and sales efforts.
- 2000 – Present Bandir Estate Management, LLC, Columbus, OH**
Founder and Part-Owner
Responsibilities included: developed project, budget and construction project; secured and managed tenants, mentored start-up businesses providing guidance and direction.
- 2002 - 2008 Evergreen Aviation**
Inspector Consultant
Responsibilities included systematically identifying real and potential safety hazards and trends relative to aircraft and their operation, performed hazard analyses for aircraft programs or safety risk assessment for civil aircraft certifications including hazard identification, resolution, and tracking.
- 1998 – 2001 Evergreen Aviation**
Safety Inspector (Inspector Airworthiness IA)
Responsibilities included systematically identifying real and potential safety hazards and trends relative to aircraft and their operation, performed hazard analyses for aircraft programs or safety risk assessment for civil aircraft certifications including hazard identification, resolution, and tracking.
- 1988 – 1998 Continental Airline A&P (U.S.A. Federal Aviation Administration License)**
Maintenance & Avionics
Responsibilities included: testing and maintaining a wide range of aircraft instruments and electrical equipment including generators, motors and lighting systems; maintained aircraft hydraulic systems; maintained aircraft landing gear system, brakes and related pneumatic systems; maintain aircraft fuselages, wings, fixed and movable surfaces; and maintained the various systems in aircraft.

COMMUNITY LEADERSHIP EXPERIENCE

New Immigrant Advisory Board to the City Columbus, Board Member

- Represent the immigrant business community within the City of Columbus navigate business ownership.
- Appointed by Columbus Mayor Coleman as an advisor for Somali business owners.

Greater Linden (Business Zone), Board of Trustees

- Board of Trustee Member of an Economic Revitalization Zone. A voting member in establishing and implementation of a fair and equitable improvement plan.

Huntington Bank Advisory Board, Board Member

- Represented the business community on banking and access to equity and growth.

Child Development Council of Franklin County, Board of Trustee

- A Community Trustee Board Member of CDCFC. A voting member in establishing and implementation of a federally mandated program of Head Start.
- Budgeted Head Start program of about \$17M.

Abass Abubakar

1543 Red Leave lane
Columbus, Ohio 43223
(443) 600-0102

Education

Lafale college, Mogadishu Somali, 1988-1990

Self motivated entrepreneur father of 6, a community orientated individual who loves to empower parents from the Somali community

Experience

Community liaison 2007-present

Columbus, Ohio

- ❖ Provides outreach services as necessary to the Somali parents in the community
- ❖ Participate in the planning and coordinate Wedgewood apartment, river point apartments, countrybrook and grovecity Somali parent committee
- ❖ Participate in and/or coordinate events and other activities related to Somali community awareness in the Westside of Columbus

African Refugee Educational and Cultural services 2008-present

Columbus, Ohio

- ❖ Lead cultural workshops for refugee families around the Westside of Columbus
- ❖ Provided overall leadership to the organization through active participation
- ❖ Established quarterly meeting amongst parents and community leaders.
- ❖ Refers parents to other community resources and organizations

Neal Barkan

250 E. Broad St., 10th floor
Columbus Ohio 43215
P: 614-221-4221
F: 614-744-2300
nbarkan@barkanmeizlish.com

Neal Barkan joined Barkan Meizlish as a Senior Partner in January 2014 when his firm, Barkan & Barkan Co., LPA, which he founded with his father, Irving Barkan, merged with Barkan Meizlish Handelman Goodin DeRose Wentz, LLP. Neal is a partner and practices in the areas of Personal Injury, Trial Practice, and Negligence Law. Mr. Barkan graduated from Washington University in St. Louis, Missouri in 1975 with the summa cum laude distinction. He received his law degree from the George Washington University, National Law Center, in 1978, where he was active in the legal "street" clinic which served those who could not afford traditional legal assistance. Mr. Barkan is very involved with the various new immigrant communities that have settled in Columbus. He has assisted in the organization and development of many community political, social, and educational groups. Mr. Barkan resides in Bexley and has three adult children. He is an avid baseball and sports fan and participates recreationally in softball, volleyball, golf, and muay thai.

Admissions

Ohio Supreme Court
United States District Court Southern District of Ohio
United States District Court Northern District of Ohio
United States District Court Central District of Illinois
United States District Court Northern District of Illinois
United States District Court Southern District of Illinois
Sixth Circuit Court of Appeals

Education

A.B., Washington University, St. Louis, 1975

Honors: Summa Cum Laude

J.D., George Washington University National Law Center, 1978

Organizations

Columbus Bar Association

Ohio State Bar Association

American Bar Association

American Association for Justice

Phi Beta Kappa Fraternity

Dr. Ayan Osoble

390 James Way, Apt. G

Marion, OH 43302

(614) 556-3249

OBJECTIVE

To utilize education and medical degree to assist Somali immigrants and refugees overcome cultural, language, and health barriers in order to enrich themselves, their families, and their communities.

SKILLS PROFILE

- Community outreach and advocacy
- Communications and mentoring
- Healthcare promotion and planning

EMPLOYMENT HISTORY

Mount Carmel Outreach, Family Advocate 2006-2007
Columbus, OH

Responsible for working with Mt. Carmel staff and Somali residents to implement a community healthcare program focused on serving immigrants and medically underserved populations within Columbus.

- Acted as a liaison between Mt. Carmel case managers and Somali clients
- Oversaw implementation of community health awareness programs for new Somali immigrants
- Created and implemented nutrition guidance classes for refugee families

Somali Community Association of Ohio, Family Advocate 2000-2005
Columbus, OH

Responsible for working with the Somali Community Association and Somali immigrants with regards to education and support of medical needs and programs.

- Implemented stringent project management processes to ensure the timely and cost effective development of key projects
- Educated Somali residents with regards to healthcare needs and programs
- Provided routine support and follow-up regarding healthcare education and needs
- Guided and educated new mothers

Somali Woman and Children Alliance 1998-2000
Columbus, OH

Responsible for working with the Somali community to overcome obstacles and navigate programs within their new host city.

- Developed and managed program that engaged skilled and non-skilled professionals in service to at-risk communities
- Promoted community programs within the Somali community
- Developed and managed social awareness programs
- Taught self-improvement classes

EDUCATION

Degree - Master of Science, Physiology 1986-1994
Bucharest, Romania
Romania University of Medical School

Mohamed Ali

3528 High creek DR
Columbus, Ohio 43223
(614) 589-3285

Education

University of Mogadishu Somali, 1978-1982

Self-motivated entrepreneur, father and husband, a community orientated individual who loves to empower parents and youth.

Experience

Community liaison 2003 - present

Columbus, Ohio

- ❖ Provides outreach services as necessary to the Somali parents in the community
- ❖ Participate in the planning and coordinate Wedgewood apartment, river point apartments, country brook apartment and grove city Somali parent committee
- ❖ Participate in and/or coordinate events and other activities related to Somali community awareness in the Westside of Columbus

African Refugee Educational and Cultural services 2013 - present

Columbus, Ohio

- ❖ Lead cultural workshops for refugee families around the Westside of Columbus.
- ❖ Provided overall leadership to the organization through active participation.
- ❖ Established quarterly meeting amongst parents and community leaders.
- ❖ Refers parents to other community resources and organizations.
- ❖ Licensed Minister.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/19/2015	201528901716	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

REGINALD RAY JR
10109 TREW TERRACE
YOUNGSTOWN, OH 44281

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted
2437724

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

BRIDGE GATE COMMUNITY SCHOOL

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 10/16/2015

Document No(s):

201528901716



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
19th day of October, A.D. 2015.

Jon Husted
Ohio Secretary of State



Form 532B Prescribed by:
JON HUSTED
Ohio Secretary of State

Date Electronically Filed: 10/16/2015

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$99
(114-ARN)

First: Name of Corporation

Second: Location of Principal office in Ohio
City: State:
County:

Effective Date (Optional) (The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)
mm/dd/yyyy

Third: Purpose for which corporation is formed

****Note for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

****Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Name

Mailing Address

City

State

Zip Code

Must be signed by the
Incorporators or a
majority of the
incorporators

Signature

Signature

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, , named herein as the

Statutory Agent Name

Statutory agent for

Corporation Name

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

Individual Agent's Signature / Signature on behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

WENDY RYDAROWICZ
Signature

WENDY RYDAROWICZ

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

By

Print Name

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

REGINALD RAY
Signature

REGINALD RAY
By

Print Name

Signature

By

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/30/2016	201608902746	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

AMY E. GOODSON, ESQ.
288 S. MUNROE ROAD
TALLMADGE, OH 44278

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Jon Husted
2437724**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

BRIDGE GATE COMMUNITY SCHOOL, INC.

and, that said business records show the filing and recording of:

Document(s)

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 03/28/2016

Document No(s):

201608902746



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
30th day of March, A.D. 2016.

Ohio Secretary of State



Form 521 Prescribed by:
JON HUSTED
 OHIO SECRETARY OF STATE
 Toll Free: (877) SOS-FILE (877-767-3453)
 Central Ohio: (614) 466-3810
 www.OhioSecretaryofState.gov
 bussonr@OhioSecretaryofState.gov
 File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
 P.O. Box 788
 Columbus, OH 43216

Expedite Filing (Two business day processing time. Requires an additional \$100 fee)
 P.O. Box 1390
 Columbus, OH 43216

2016 MAR 29 AM 9:29

Statutory Agent Update
Filing Fee: \$25

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

Corp (165-AGS)

LP (165-AGS)

LLC (171-LSA)

Business Trust (171-LSA)

Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

Corp (145-AGA)

LP (145-AGA)

LLC (144-LAD)

Business Trust (144-LAD)

Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

Corp (155-AGR)

LP (155-AGR)

LLC (153-LAG)

Partnership (153-LAG)

Business Trust (153-LAG)

Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

Complete the information in this section if box (1) is checked

Name and Address of New Agent

Name of Agent

Mailing Address

City State Zip Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
Name of Agent

statutory agent for , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:
Individual Agent's Signature/Signature on behalf of Business Serving as Agent

Complete the information in this section if box (2) is checked

New Address of Agent
Mailing Address

City State Zip Code

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

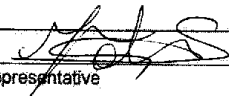
Mailing Address

City State Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

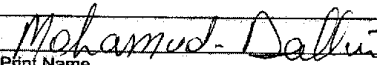
Required

Agent update must be signed by an authorized representative (see instructions for specific information).


Authorized Representative

By (if applicable)

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.


Print Name

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Authorized Representative

By (if applicable)

Print Name

CODE OF REGULATIONS OF BRIDGE GATE COMMUNITY SCHOOL, INC.

ARTICLE I GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Bridge Gate Community School, Inc., (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles.

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation as defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

b. Unless otherwise specifically set forth in this Code of Regulations:

1. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and
2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and
3. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
4. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator or sponsor of a community school unless at least one year has elapsed since the conclusion of the person's membership; and
5. No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation's headquarters shall be located and maintained in Franklin County, Ohio or such other location as the Board of Directors may determine.

Section 4. Property.

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

**ARTICLE II
BOARD OF DIRECTORS**

Section 1. Management.

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no less than five members; all of whom shall be appointed to terms in accordance with Section 3 below.

Section 2. Authority.

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine, so long as not otherwise prohibited.

Section 3. Election of and Term of Office of Directors.

Each Director shall hold office for a term of three years commencing on the day of the meeting at which the Director was elected and ending on the day of the third annual meeting thereafter or until successor Directors are elected and qualified. The initial Directors terms may be less than three years so as to create staggered terms. Prior to the expiration of each Director's term, the remaining Board of Directors shall appoint, by majority vote, a replacement Director who shall serve a three year term commencing upon the expiration of each initial Director's term. Directors may be reappointed and serve additional terms.

Section 4. Director Vacancies.

a. Except as provided in Section 3 above, the office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be made by a vote of the remaining directors, though less than a majority of the whole authorized number of Directors.

Section 5. Qualifications.

All Directors are required to obtain a criminal background check, in compliance with Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of

the Board may serve on the governing authority of more than the statutory maximum number of Ohio community schools.

Section 6. Compensation.

The Board may provide by resolution for compensation of Directors in accordance Ohio Revised Code 3314.02(E)(5).

Section 7. General Powers of the Board.

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

Section 8. Other Powers.

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

- a. to fix, define and limit the powers and duties of all officers,
- b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;
- c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;
- d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

**ARTICLE III
MEETINGS**

Section 1. Meetings of the Board.

The Board shall use standard practices of parliamentary procedure.

Annual Meetings of the Board of Directors shall be held each year for the election of officers and for the transaction of any other business which may properly come before the Board.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code and at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be communicated to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore, which may be for general purposes. Notice of meetings shall be given to the public as required by Ohio law and Board policy.

Section 2. Meetings Held Through Communications Equipment and Action Without a Meeting.

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such meeting. Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees. The preceding notwithstanding, no meeting may be held through the use of communications equipment and no action without a meeting may be taken at any time during which the Corporation holds a charter as a community school under Chapter 3314 of the Ohio Revised Code and such community schools are prohibited from holding meetings through the use of communications equipment.

Section 3. Quorum.

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

Section 4. Vote of Directors.

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members present and entitled to vote.

Section 5. Executive Session.

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended.

ARTICLE IV OFFICERS

Section 1. Election of Officers.

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

a. President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; recruit new board members; act as spokesperson for the organization; periodically consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

b. Vice-President. The Vice-President shall perform duties as are conferred upon him/her by these Regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

c. Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature. The Board may assign, by way of resolution or contract, the Secretary's recording and notice duties to an employee, contractor, or other individual.

d. Treasurer. The Board Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an individual as the corporation's designated Fiscal Officer/Treasurer who shall hold such licenses and receive such training as required by Ohio law.

e. Designated Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the Board's review of and action related to the Board's financial responsibilities; work with any management organizations or other service providers as needed to ensure that appropriate financial reports are made available to the Board on a timely basis; work with the board to develop and recommend annual budgets; and review and answer Board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon his/her removal as Fiscal Officer shall turn over to the Board of Directors or a successor Fiscal Officer as directed by the Board, all property, books, papers, and money of the Corporation in his/her control; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 2. Assistant and Subordinate Officers.

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

Section 3. Duties of Officers May be Delegated.

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director, so long as not otherwise prohibited.

Section 4. Qualifications and Authority of Officers.

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

Section 5. Term of Office.

The officers of the Corporation shall hold office for one year. The number of terms of such Officers is not hereby limited.

Section 6. Resignation and Removal.

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

Section 7. Officer Vacancies.

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

**ARTICLE V
COMMITTEES**

The Corporation may have Standing or Special Committees to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President or the Board from among its members. Committee members shall be appointed by the President or the Board.

**ARTICLE VI
BOARD POLICIES**

Section 1. Nondiscriminatory Policy

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status, religion, economic status or military status with respect to its rights privileges,

programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

Section 2. Conflicts of Interest Policy

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person. In addition to the ongoing obligation to disclose any conflicts of interest, each member shall annually sign a conflict of interest/disclosure statement.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification.

The Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation, proceeding, claim or other matter therein, and the Corporation as deemed proper by the Board of Directors may indemnify any other person, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation, proceeding, claim, or other matter therein, whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or having been a Director, Officer, employee, volunteer, advisor, fiduciary, or other agent of or in a similar capacity with the Corporation.

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

Section 2. Insurance.

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, or volunteer of the Corporation.

ARTICLE VIII CONFLICT WITH ARTICLES OF INCORPORATION

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

**ARTICLE IX
DISSOLUTION**

The Corporation may be dissolved by the Board of Directors at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended. Notwithstanding the foregoing, to the extent permitted by Chapter 1702 of the Revised Code, at any time during which this Corporation is a community school under the laws of Ohio, it shall be subject to R.C. 3314.074.

**ARTICLE X
FISCAL YEAR**

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

Administrative and Governance Plan

It takes a team, not an individual to accomplish a school's mission and vision. Empowering all stakeholders to give their opinions and help make decisions are essential for accomplishing short and long-term goals dictated by the school's mission and vision. The School shall be under the direction of a Governing Authority, which shall be its Board of Directors. The Board of Directors will have the responsibility of directing and governing the school based on its charter. Additionally, they are accountable for ensuring that the academic program of charter school is successful, that the school's program and operation are faithful to the terms of its charter, and that the school is a viable organization. While each Board of Directors is unique, Bridge Gate Community School Board of Directors will be responsible for guiding the school and establishing policies, budget oversight, and evaluation of the sponsor, strategic planning, and other high-level decisions.

The Board of Directors contracts with The Educational Empowerment Group (EEG), an EMO, to provide complete full service management. Pursuant to the Management Agreement, EEG shall undertake the day-to-day operation of the School. As provided for in the Management Agreement, EEG will provide the Board of Directors with various reports on performance of the School including its enrollment, attendance, academic performance, financials (including balance sheets, income statements, budget reports, etc.), parent/student satisfaction, withdrawals, suspensions, and expulsions.

EEG's leadership staff has extensive experience in the creation, launch, and overall operations of charter schools throughout the State of Ohio. Both Co-Founders of EEG, have experience in teaching, administration, curriculum, professional development, operations and overall school management. EEG understands the relationship between governing authority, sponsor, and the Ohio Department of Education. As an EMO, EEG is hired to serve on the governing authority's behalf, always working in collaboration to ensure the success of the school. With this in mind, EEG is a service driven organization. It is EEG's goal to ensure that the school meets all of the objectives and goals given through the oversight of the sponsoring organization. With this proper alignment, together these entities can work to provide a model for other charter schools to emulate.

EEG and the governing authority understand ERCO's role would be that of oversight, monitoring, guidance, support, technical assistance, and compliance. We also understand that ERCO is to provide oversight to be sure the school has a sound education program, organizational plan, financial plan, as well as strong capacity to implement the proposal effectively according to state mandated guidelines, regulations, and laws that clearly demonstrate a strong capacity for establishing and operating a quality charter school. Therefore, the governing authority's vision for its relationship with ERCO is to develop a successful Sponsor relationship with open lines of communication, which will ultimately benefit the students attending our school.

EEG believes in establishing solid relationships with all stakeholders. We involve staff, parents, students, board members, community organizations, and the sponsor in our operations and will be ensuring the school have the same philosophy and transparency. These solid strategic partnerships will aid in the establishment of a student centered organization providing excellence in educational outcomes.

The initial "Founding" Board of Directors formed itself from volunteers within the community who have experience within industry, government, education, pre-school, children with disabilities, business management, social service agencies, and other backgrounds, which may prove helpful in the organization of the corporation. Expertise will be sought and additional board members recruited to ensure that skills and strengths not currently found within the board will be tapped from the local community.

As board members cycle off the Board, new board members will be recruited to ensure that the board has the appropriate skills and experience level to appropriately govern the School. Current founding board members will be responsible for recruiting and electing new board members to ensure that the mission, vision, and values of the School remain constant through the transition to a more traditional governing board. New board members will be recruited by the existing board members through existing relationships in the community, notices posted on the School website, information at school events, and/or through social networking websites such as Linked In.

As positions on the Board become available, the following profile will be considered to appoint new members. The ideal Board candidate will:

- (1) be a resident of the School's greater geographical area and/or be conscious of the population and community from which the student body will be composed- in other words, they must offer some form of community association;
 - (2) show a genuine concern (passion) for the education of today's youth, especially those that comprise the School's targeted student population;
 - (3) add to the variety of professions/occupations represented by the existing Board composition, broadening the expertise of the group corporately; and
 - (4) create a cross- section of diverse professions/occupations representative of the community. Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.
- Founding and new governing board members will be provided with an orientation and training made available. All board members shall participate in a 5-hour governance training session within thirty (30) days of appointment to the Board, which will include but not be limited to the following topics:

- **Governance**
- Conflicts of Interest
- Ethics
- Financial Responsibility
- Review of existing school policies
- Overview of Roles and Responsibilities of board members
- Strategic Planning

School: Bridge Gate

2021-2022 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists; however, additional information may be requested based upon the answers provided.

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.
 yes no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.
 yes no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.
 yes no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
 yes no
5. Are you employed by:
 a school district?
 yes no
 an educational service center?
 yes no
6. Do you serve on a traditional public school district board of education?
 yes no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?
 yes no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?
 yes no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?
 yes no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?
 yes no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.
 yes no

12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.

yes no

13. Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?

yes no

If yes, describe the Financial Interest: _____

14. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's **sponsor**:

_____ or None

15. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school's **operator/management company**:

_____ or None

List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a **vendor** that has contracted with this school:

_____ or None

16. List the total number of Ohio Community School boards on which you serve. 1

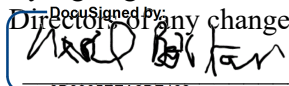
17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:

na

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school's document management system, which may be accessible by the school's educational management organization.

yes no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.



Signature
Neal Barkan

10/11/2021

Date

Name Printed

School: Bridge Gate

2021-2022 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists; however, additional information may be requested based upon the answers provided.

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.
 yes no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.
 yes no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.
 yes no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
 yes no
5. Are you employed by:
a school district?
 yes no
an educational service center?
 yes no
6. Do you serve on a traditional public school district board of education?
 yes no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?
 yes no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?
 yes no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?
 yes no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?
 yes no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.
 yes no

12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.
 yes no

13. Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation’s Code of Ethics & Conflict of Interest Policy?
 yes no

If yes, describe the Financial Interest: _____

14. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school’s **sponsor**:
_____ or None

15. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school’s **operator/management company**:
_____ or None


List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a **vendor** that has contracted with this school:
_____ or None

16. List the total number of Ohio Community School boards on which you serve. 2

17. Disclose any other potential conflicts of interest you may have with regard to your service on this school’s Board of Directors:
None

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school’s document management system, which may be accessible by the school’s educational management organization.
 yes no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.


AD003E645FCF423...
Signature
Mohamed Dallin

10/16/2021

Date

Name Printed

School: Bridge Gate

2021-2022 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists; however, additional information may be requested based upon the answers provided.

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 yes no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.
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3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.
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4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
 yes no
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 a school district?
 yes no
 an educational service center?
 yes no
6. Do you serve on a traditional public school district board of education?
 yes no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?
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If yes, describe the Financial Interest: _____

14. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school’s **sponsor**:

_____ or None

15. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school’s **operator/management company**:

_____ or None

List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a **vendor** that has contracted with this school:

_____ or None

16. List the total number of Ohio Community School boards on which you serve. 2

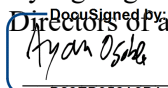
17. Disclose any other potential conflicts of interest you may have with regard to your service on this school’s Board of Directors:

None

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school’s document management system, which may be accessible by the school’s educational management organization.

yes no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.

DocuSigned by:

B23EB056A9BA47C...
Signature
Ayan Osoble

10/16/2021
Date

Name Printed

School: _____

**2021-2022 BOARD MEMBER QUALIFICATION &
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists; however, additional information may be requested based upon the answers provided.

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a school district?
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an educational service center?
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13. Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?
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If yes, describe the Financial Interest: _____

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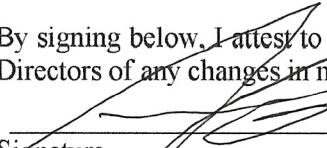
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16. List the total number of Ohio Community School boards on which you serve. 2

17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:
 East Bridge Academy

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school's document management system, which may be accessible by the school's educational management organization.
 yes no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.



Signature
Abass Abubakar

5/26/2022

Date

Name Printed

School: Bridge Gate Community School

2021-2022 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists; however, additional information may be requested based upon the answers provided.

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an educational service center?
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6. Do you serve on a traditional public school district board of education?
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7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?
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13. Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?

yes no

If yes, describe the Financial Interest: _____

14. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's **sponsor**:

_____ or None

15. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school's **operator/management company**:

_____ or None

List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a **vendor** that has contracted with this school:

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16. List the total number of Ohio Community School boards on which you serve. 2

17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:

East Bridge Academy

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school's document management system, which may be accessible by the school's educational management organization.

yes no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.

Mohamed Ali
Signature

5/26/2022
Date

Mohamed Ali
Name Printed

Bridge Gate Community School

2022-2023 School Calendar

August 2022						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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January 2023						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
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February 2023						
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March 2023						
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April 2023						
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May 2023						
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June 2023						
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July 2023						
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30	31					

- School Closed
- PD Professional Development (No School for Students)
- End of Quarter/Report Cards
- First and Last Day of School
- Parent Teacher Conferences

- Aug 15-23 Planning/Professional Development Days
- Aug 24 First Day of School for Students
- Sept 5 Labor Day - Closed
- Oct 13 End of the 1st Quarter - 36 Instructional Days/234 Hours
- Oct 14 Professional Development Day - No School for Students
- Nov 22 Parent Teacher Conferences - 4:00pm - 8:00pm
- Nov 23 Parent Teacher Conferences- 8:00 - Noon - No School
- Nov 24-25 Thanksgiving Break
- Dec 21 End of 2nd Qtr - 45 Instructional Days/292.5 Hrs
- Dec 22-Jan 2 Winter Break - No School
- Jan 13 Professional Development Day - No School
- Jan 16 Martin Luther King Jr. Day - No School
- Feb 17 Professional Development Day - No School
- Feb 20 President's Day - No School
- Mar 16 End of 3rd Qtr- 49 Instructional Days/318.5 Hrs
- Mar 17 Professional Development Day - No School
- Mar 20-24 Spring Break - No School
- Apr 7 & 10 No School
- May 25 End of 4th Qtr - 42 Instructional Days/273 Hrs
- May 26 Staff Last Day

172 Instructional Days 1,118 Instructional Hours
 1 Parent Teacher Conference Days
 11 Professional Development Days
 6.5 Hour School Day

Date of this notice: 10-26-2015

Employer Identification Number:
47-5403852

Form: SS-4

Number of this notice: CP 575 A

BRIDGE GATE COMMUNITY SCHOOL
% REGGIE RAY
526 S MAIN ST STE 509
AKRON, OH 44311

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-5403852. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2016
Form 940	01/31/2017
Form 1120	09/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is BRID. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

PERFORMANCE AND ACCOUNTABILITY PLAN – ORGANIZATIONAL - OPERATIONAL AND GOVERNANCE/LEGAL PERFORMANCE GOALS

OVERVIEW:

The Performance Accountability Plan sets out the performance standards and/or performance requirements as measured annually. The Performance areas include Academic, Financial, Organizational/Operations and Governance/Legal.

ERCO EVALUATES FINANCIAL VIABILITY IN THE FOLLOWING INDICATORS:

1. SCHOOL WIDE ENVIRONMENT IS CONDUCIVE FOR LEARNING
2. THE SCHOOL COMPLIES WITH FACILITIES REQUIREMENTS
3. THE SCHOOL COMPLIES WITH REPORTING REQUIREMENTS
4. TIMELY RESPONSIVENESS FROM SCHOOL LEADERS
5. THE SCHOOL COMPLIES WITH HEALTH AND SAFETY REQUIREMENTS
6. THE SCHOOL COMPLIES WITH HEALTH AND SAFETY REQUIREMENTS
7. THE SCHOOL COMPLIES WITH BOARD GOVERNANCE AND REQUIREMENTS
8. THE SCHOOL COMPLIES WITH LAWS BOTH FEDERAL AND STATE, BINDING CONTRACTS, AND OTHER LEGAL REQUIREMENTS

ERCO EVALUATES THE SCHOOL WITH THE FOLLWING RATE SCALE, AND WITH THE BELOW MEASUREMENTS AND METRICS:

- EXCEEDS EXPECTATIONS = 4 Pts.
- MEETS EXPECTATIONS = 3 Pts.
- APPROACHES EXPECTATION = 2 Pts.
- BELOW EXPECTATIONS: = 1 Pt.

EXCEEDS EXPECTATIONS: The school facility was consistently observed to be clean orderly and well maintained. Discipline and a culture of respect for people and property were consistently observed in common areas including hallways, lunchrooms, restrooms, etc.

Some Organizational, Operations and Legal indicators are Not Applicable for an Exceeds Expectation rating.

MEETS EXPECTATIONS: The school facility was observed to be moderately clean, orderly, and well-maintained. Discipline and a culture of respect for people and property are, for the most part, exhibited in common areas including hallways, lunchrooms, restrooms, etc. The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to: Fire inspections and related records; Viable certificate of occupancy or other required building use

PERFORMANCE AND ACCOUNTABILITY PLAN – ORGANIZATIONAL - OPERATIONAL AND GOVERNANCE/LEGAL PERFORMANCE GOALS

authorization; Documentation of requisite insurance coverage; Safety plan; and security. The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: Appropriate response to student health concerns; Food service requirements. The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to relevant reporting requirements to the authorizer and the Ohio Department of Education, including but not limited to: EMIS and SOES data; Attendance and enrollment reporting; Compliance and oversight; Additional information requested by the authorizer, such as CAPs, SIPs, CMPs, probationary responses, etc.

The school contacts responded within requested timeframes, and/or any delayed responses in any year of the current contract term were excused by the sponsor upon documentation of extraordinary circumstances.

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: board policies, including those related to oversight of an Education Service Provider (ESP) or management company, if applicable; Board by-laws; State open meeting laws; code of ethics; conflicts of interest; Board composition and/or membership rules ; timely submission of approved board meeting minutes; Preparation of meeting minutes which are full and accurate record of meetings, including enough facts and information to permit the public to understand and appreciate the rationale behind the board's decisions. Members attend the required training every two years, and new board members attend within 3 months of joining the board. The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to management companies, other educational service providers, treasurer, EMIS/SOES personnel.; requires annual financial reports for management companies and ESP's; performs oversight of management that includes holding it accountable for performance expectations that may or may not be agreed to under a written performance agreement. The school materially complies with federal and state applicable laws, rules and regulations, complies with legal binding contracts and all other legal requirements relating to charter school law.

APPROACHES EXPECTATIONS: Up to 2 areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were observed in common areas including hallways, lunchrooms, restrooms, etc.

The school fails to comply, or do so in a timely manner with applicable laws, rules, regulations and provisions of the charter contract relating to facilities, grounds, and transportation, including but not limited to fire inspections and related records; Viable certificate of occupancy or other required building use authorization, documentation of requisite insurance coverage; safety plans and security. But promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer.

The school failed to comply, or do so in a timely manner with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: board policies, including those related to oversight of an Education Service

PERFORMANCE AND ACCOUNTABILITY PLAN – ORGANIZATIONAL - OPERATIONAL AND GOVERNANCE/LEGAL PERFORMANCE GOALS

Provider (ESP) or management company, if applicable; Board by-laws; State open meeting laws; code of ethics; conflicts of interest; Board composition and/or membership rules ; timely submission of approved board meeting minutes; Preparation of meeting minutes which are full and accurate record of meetings, including enough facts and information to permit the public to understand and appreciate the rationale behind the board's decisions. Members attend the required training every two years, and new board members attend within 3 months of joining the board. But promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer.

Some Organizational - Operations indicators are Not Applicable for an Approaches Expectation rating.

BELOW EXPECTATION: Three or more areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were clearly observed in common areas including hallways, lunchrooms, restrooms, etc. The school failed to comply with applicable laws, rules, regulation and provisions of the charter contract relating to school facilities, grounds and transportation, including but not limited to: Fire Inspections and related records, viable certificate of occupancy, insurance coverage, safety plan and security. Did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer. The school contacts were not responsive within requested timeframes on more than one documented instance in any given year of the current contract term.

The school failed to comply with the operations and/or governance requirements and expectations, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer.

COMPLETING THE PERFORMANCE FRAMEWORK

- The school will complete its Performance Goals for each indicator. The school will forecast its performance goals for each contracted year for each indicator. The rating is as follows: **4 = Exceeds Expectations, 3 = Meet Expectations, 2 = Approaching Expectations, and 1 = Below Expectations.**
- ERCO will annually evaluate the School Performance goals to receive the actual end of the year school performance results. The results will be included in the Annual High Stakes Performance Review and provided to the school Board and School Administrator.

PERFORMANCE AND ACCOUNTABILITY PLAN

ORGANIZATIONAL AND OPERATIONS, LEGAL/GOVERNANCE PERFORMANCE GOALS

SCHOOL NAME: BRIDGE GATE COMMUNITY SCHOOL

DATE COMPLETED: 5/24/22

GOAL INDICATORS	RATING SCALE	MEASUREMENT AND METRICS	18-19	19-20	20-21	21-22	22-23	23-24	24-25
1. School-wide environment is conducive to learning.	4 = Exceeds Expectations	The school facility was consistently observed to be clean, orderly, and well-maintained. Discipline and a culture of respect for people and property were consistently observed in common areas including hallways, lunchrooms, restrooms, etc.	3	3	3	3	3	3	3
	3 = Meets Expectations	The school facility was observed to be moderately clean, orderly, and well-maintained. Discipline and a culture of respect for people and property are, for the most part, exhibited in common areas including hallways, lunchrooms, restrooms, etc.							
	2 = Approaches Expectations	Up to 2 areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were observed in common areas including hallways, lunchrooms, restrooms, etc.							
	1 = Below Expectations	3 or more areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were clearly observed in common areas including hallways, lunchrooms, restrooms, etc.							
2. The school complies with facilities requirements.	4 = Exceeds Expectations	Not Applicable	3	3	3	3	3	3	3
	3 = Meets Expectations	The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to: Fire inspections and related records; Viable certificate of occupancy or other required building use authorization; Documentation of requisite insurance coverage; Safety plan; and security.							
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer							
	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer							
3. The school complies with health and safety requirements.	4 = Exceeds Expectations	Not Applicable	3	3	3	3	3	3	3
	3 = Meets Expectations	The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: Appropriate response to student health concerns; Food service requirements							
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer							
	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer							
4. The school complies with reporting requirements.	4 = Exceeds Expectations	Not Applicable	3	3	3	3	3	3	3
	3 = Meets Expectations	The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to relevant reporting requirements to the authorizer and the Ohio Department of Education, including but not limited to: EMIS and SOES data; Attendance and enrollment reporting; Compliance and oversight; Additional information requested by the authorizer, such as CAPs, SIPs, CMPI, probationary responses, etc.							
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer							
	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer							

5. The school complies with all other obligations as specified.	4 = Exceeds Expectations	Not Applicable	3	3	3	3	3	3	3
	3 = Meets Expectations	The school materially complies with all other legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated herein, including but not limited to; maintaining the security of and providing access to student records under the Family Educational Rights and Privacy Act; providing access to documents maintained by the school under Ohio's Freedom of information laws and other applicable authorities; proper and secure maintenance of testing materials; requirements from the following sources; revisions to state charter law; requirements by other entities to which the charter school is accountable such as the Ohio Department of Education and educational service centers; requirements from the sponsor, including but not limited to site visits, mandatory meeting attendance, policy revisions, participation in Ohio Department of Education informational webinars and professional development, etc.							
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer							
	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer							
6. Primary contacts including governing board members, superintendents, principals and designee cooperate by responding to sponsor requests within requested timeframes.	4 = Exceeds Expectations	Not applicable	3	3	3	3	3	3	3
	3 = Meets Expectations	School contacts were responded within requested timeframes, and/or any delayed responses in any year of the current contract term were excused by the sponsor upon documentation of extraordinary circumstances							
	2 = Approaches Expectations	Not applicable							
	1 = Below Expectations	School contacts were not responsive within requested timeframes on more than one documented instance in any given year of the current contract term.							
SCORING: • EXCEEDS EXPECTATIONS = 4 • MEETS EXPECTATIONS = 3 • APPROACHES EXPECTATIONS = 2 • BELOW EXPECTATIONS = 1									

BRIDGE GATE COMMUNITY SCHOOL

2022-2023 School Year Board of Directors Meetings

Location:

4060 Sullivant Avenue
Columbus, Ohio 43228

(or as determined by the Board of Directors)

Time: 6:00 PM

Dates:

Wednesday, July 13, 2022

Wednesday, September 14, 2022

Wednesday, November 9, 2022

Wednesday, January 11, 2023

Wednesday, March 8, 2023

Wednesday, May 10, 2023

ATTACHMENT 2

- A. Educational Plan / Program and alignment with Ohio Academic Standards
- B. School's Mission, goals, ages and grades of students and focus of curriculum.
- C. Blended Learning Model Description (if appropriate).

Education Plan

Program Alignment with Ohio Academic Standards

Bridge Gate Community/Elementary School's model is built on the concept of empowering students with 21st Century skills. Our curriculum is aligned to Ohio's Learning Standards which is the foundation for instruction. Bridge Gate School's curriculum content offers both remediation and enrichment for all students. The educational model enables our students to demonstrate mastery of Ohio's Learning Standards and gain critical 21st Century skills.

Learning Standards – The Academy will teach in accordance with Ohio's Learning Standards, as outlined in each content area:

ELA - <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards/ELA-Learning-Standards-2017.pdf.aspx>

Mathematics – <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics/MATH-Standards-2017.pdf.aspx>

Science – <http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx>

Social Studies – <http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx>

Non-Core Content

Physical education will be taught to all students. Physical education classes will emphasize healthy lifestyles and enhance motor skills among students. The classes will operate in one-hour increments, and the instructor will be teaching and utilizing Ohio's Learning Standards, as it relates to physical education.

Physical Education <http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Physical-Education/Updated-Physical-Education-Standards-Evaluations-2/Updated-Physical-Education-Standards.pdf.aspx>

It is imperative that the focus of curricula for the students is based on specific knowledge and skills which are supported by effective instructional practices. The written curriculum for Bridge Gate will be based on the Ohio Model Curricula, which can be accessed using the following link: <http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula>.

Instructors will employ a variety of strategies to effectively implement the Model Curricula. Teachers will incorporate pedagogy which will address visual, auditory and kinesthetic learners. Additionally, students will have opportunities to collaborate and form ability-level learning groups, in which they will be guided to take ownership in the learning process. Small group instruction will be provided to students who display learning deficits in various content areas. Technology will be integrated into the lessons through the utilization of Promethean tables, Promethean boards, document cameras and Chromebooks.

Instructional Practices

Twenty-first Century students need to be adaptive, critical thinkers. Bridge Gate will engage a variety of instructional delivery methods which will foster collaboration and communication skills among students. Our model focuses on the students' individual learning styles and ability levels by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards-based instruction which incorporates all the requirements for the 21st Century citizen. The students are presented with opportunities which develop their skills in the areas of communication and global awareness. Thus, students are trained to be career oriented, as they are taught professional soft skills and participate in career week. Moreover, the students are exposed to successful individuals on a career path in which they may be interested. To remain competitive in an increasingly global, knowledge-based economy, students must have a skill set which includes technology, collaboration, innovation, critical thinking and problem solving.

Bridge Gate utilizes instructional methods which are research based and scientifically sound. These instructional techniques have been proven to be highly effective with the population of students served. The strategies will include the following: Computer Based Learning, Student Centered Learning, Project Based Learning, and the Essential Elements of Effective Instruction.

Computer Based Learning

Bridge Gate utilizes a computer based instructional program which is designed to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence among students. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text. Integration of technology promotes self-directed learning and computer literacy. It also engrosses students into the educational content which enhances learning. Students with various learning styles can be academically successful with the utilization of computer-based learning, as it addresses various modalities. Through Computer Based Instruction, lessons are sequenced carefully for maximally effective learning of "big ideas." Instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Instructional programs challenge students to use various strategies for solving problems; thereby, enhancing critical thinking and problem-solving skills. The individual lessons use mediated scaffolding. This means that students are presented with problems with a high degree of structure and support from the program. As students become more capable and advance through lessons, the structure is decreased so that they become increasingly independent learners. Computer-based instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Computer-Based instruction is an integral delivery method in our approach to educate EL students, as it fosters critical thinking and interactive activities which focuses on current grade levels of students. It helps with language and literacy development and integrates elements to address all learning styles.

These delivery methods have been proven to be effective in the classroom, as defined by ESSA. Computer-Based Instruction is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student's academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21st Century skills necessary for success.

<https://www.edutopia.org/technology-integration-guide-importance>

The amount of technology available for education has increased exponentially over the past decade. Thus, it is important to discover what types of tools exist and in what ways they are most effective. Technology also becomes increasingly important for the development of 21st century skills. The 21st Century Framework (2004) promotes technological literacy because students must know how to use technology effectively and ethically in order to succeed in a global community. To educate students who can compete in a global job market, it is necessary to improve upon their technology skills, as well as their skills in core content, according to the 21st Century Framework. Integrating technology into core content courses promotes technological literacy, as well as a better understanding of core concepts. As noted by the National Council of Teachers of Math (NCTM) (2008):

“Technology is an essential tool for learning mathematics in the 21st century, and all schools must ensure that all their students have access to technology. Effective teachers maximize the potential of technology to develop students’ understanding, stimulate their interest, and increase their proficiency in mathematics. When technology is used strategically, it can provide access to mathematics for all students.”

Kulik (2003) used measures of effect size to summarize findings from eight (8) meta- analyses of instructional technology in elementary and secondary schools to show:

- Professional development for teachers and easy access to Internet connected computers for teachers and students enhance the learning effectiveness of instructional technology.
- Computer enrichment programs have positive effects on students’ writing, mathematics, and performance in the natural and social sciences. In fact, "simply giving students greater access to computers and Internet resources often results in gains in writing skill."
- The effects of using Integrated Learning Systems (ILS) can be increased by providing more time for students to spend on the ILS instruction and by enabling students to work in pairs on the ILS instruction, rather than individually.
- Student familiarity with and knowledge of computers influences effectiveness of technology-based instruction.
- The effectiveness of simulation programs for helping students to acquire higher order thinking skills can be increased with additional hands-on activities, and when the simulations are used as preparation for further instruction.
- Writing skills programs that provide prompts independent of student requests are most effective.

Waxman, et al. (2003) conducted a meta-analysis of the effectiveness of instructional technology on student outcomes. The results of this quantitative synthesis show a positive effect of teaching and learning with technology on student outcomes. The findings also revealed no significant differences across the contextual categories of study quality, teaching, and technology characteristics. In other words, the results can be generalized across a wide variety of conditions that have been investigated as well as across student, school, and study characteristics.

Since the School’s curriculum is technology-enriched, it is critical that safe, ethical and appropriate use of all technology usage is promoted at the school. The school supports the safe, ethical, and legal use of technology resources. The school will provide for compliance with the acceptable use of technology through appropriate student supervision and filtering techniques and software. These techniques, in addition to blocking inappropriate materials, will automatically notify School staff of such attempts immediately. All School staff will be required to participate in the school’s professional development modules on effective use of technology and demonstrate proficiency in delivering and supporting instruction using technology.

- Computer-based instruction: Computer-based instruction that works to support teacher presented instruction is effective.
- The value of computers to assist in instruction has been well established in scientific research over a 25 to 30-year period.
- Instructional practices generally known as Constructivism result in increased student learning

Student-Centered Learning

While some of the students are working at the computers, the other students are instructed individually, working on projects, and/or in small groups to fully understand the material that they have learned and to delve more deeply into related elements. An additional benefit of this learning model is that the use of this format largely frees the students from the typical classroom distractions and disruptions. This maximizes the time students are engaged in learning. Student Centered Learning is a technique which fosters active participation and transforms the teacher from lecturer to coach or facilitator. This instructional method includes active learning, cooperative learning and inductive teaching methods.

Active learning is a process whereby students are immersed in the learning process, as it requires the students to participate in meaningful learning activities, such as: think-pair-share, group discussions, role plays, ice breakers and question and answer pairs. Students are allowed the opportunity to pause and think during instruction to enable mastery of content. Cooperative learning involves students working collaboratively to accomplish common learning goals. Students are divided into small groups for the purpose of maximizing learning. Students in cooperative learning groups solve multi-step problems, as the instructor provides guidance. Cooperative learning increases student achievement and encourages positive interdependency among students. Inductive teaching stimulates the enhancement of inference skills among students which is imperative when problem solving.

Student centered learning increases student responsibility and motivates them to become invested in their own learning process. It also emphasizes tasks that attract the interests of the students. Effective usage, in conjunction with the traditional direct instructional approach, elevates retention and critical thinking. Authentic learning occurs through the offering of a plethora of learning activities which motivates learners, as students' individuality and learning styles are considered. EL students can especially benefit from this instructional approach, as it can be linked to different cultures, communities and past experiences. They are also afforded the opportunity to interact with peers.

Our commitment to keeping students safe, loved and learning includes making decisions based on the latest research and practices to provide the best possible educational outcome for each and every one of our students. Madeline Hunter's Essential Elements of Effective Instruction (EEEI) will be the framework for all instruction. This will be a district-wide initiative to focus on the fundamentals of quality instruction. The Elements of the lesson cycle must meet the cognitive and affective needs on the learner's mind. The chart below describes the elements of the lesson and the impact on the learner's mind. This framework will be the basis of the lesson cycle that will be utilized throughout all forms of instruction.

Elements of the Lesson Cycle	Impact on the Learner's Mind
Teacher's objective for the lesson	The teacher has clearly in mind the outcome of the lesson: the content and the student "proving" behavior.
Anticipatory Set	Causes the student to transfer any previous knowledge regarding the objective, and consequently, focus on the content.
Lesson Objective – students are told the objective and how they will be held accountable	Causes the student to know exactly what he/she is to learn and what product is to be produced in order to improve mastery of the Common Core.
Purpose of Learning	Causes the student to know why it is important to master this content.
Input	Causes the student to assimilate the information necessary to master the content.
Model	Causes the student to become familiar with the criteria that will make the model correct, so that the follow-up examples make sense. Causes the student to experience a correct model.
Check for Understanding	Causes the student to know whether or not his/her thinking is correct.
Guided Practice	Causes the student to know whether or not his/her thinking is correct.
Closure	Causes the student to reflect on the learning for the purpose of insight and clarification.

Independent Practice

Causes the student to gain fluency by practicing independently.

The needs of students are the focal point of instruction. Therefore, it is imperative that our instructional methods support every learning style, and students are empowered to have ownership in their individual learning process. Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners, including EL students. One of the benefits is higher student achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with different styles. As students learning styles are discovered, and instruction is designed to support the learning styles, there academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

Teachers will assign roles and responsibilities to each learner and utilize creativity in instructional delivery practices. This learning model supports the Constructivist theory and increases the development of metacognitive skills. Recent neuroscience discoveries indicate that dendrites from the brain cells only grow when the brain is actively engaged. The neuron-networks, which are formed in the human brain, remain connected when repeatedly utilized (Ratey, 2002). In order to maximize learning, instructional techniques must be employed which allows the learner to increase the development of neuron-networks in the brain. The assignment of various learning tasks and responsibilities stimulates growth through exercising the brain.

Project Based Learning

Project Based Learning is paramount in the academic development of students. As explained by the Buck Institute, the emergence of the methods of teaching called “Project Based Learning” (PBL) is the result of two (2) important developments over the last twenty-five (25) years.

- Research in neuroscience and psychology has extended cognitive and behavioral models of learning– which support traditional direct instruction– to show that knowledge, thinking, doing, and the contexts for learning are inextricably tied. We now know that learning is partly a social activity; it takes place within the context of culture, community, and past experiences. This is apparent in research on problem-based learning in the medical field, an important forerunner of PBL. Research shows that learners not only respond by feeding back information, but they also actively use what they know to explore, negotiate, interpret, and create. They *construct* solutions, thus shifting the emphasis toward the process of learning. In addition, cognitive research has revealed much more about the nature of problem solving. Education has benefited from this research, as teachers have learned how to effectively scaffold content and activities to amplify and extend the skills and capabilities of students.
- Most teachers understand that the industrial culture shaped the organization and methods of schools in the 20th century and recognize that schools must now adapt to a new century. Students need both knowledge *and* skills to succeed. This need is driven not only by workforce demands for high-performance employees who can plan, collaborate, and communicate, but also by the need to help all young people learn civic responsibility and master their new roles as “global citizens”.

A growing body of academic research supports the use of Project Based Learning (PBL) as a way to engage students, motivate students to learn, cut absenteeism, boost cooperative learning, and raise academic achievement. Research studies have demonstrated that PBL can:

- Be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests (Geier et al., 2008);
- Be more effective than traditional instruction for teaching mathematics, science, and social science (Boaler, 1997; Mergendoller, 2007; Walker & Leary, 2008);
- Be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers (Strobel & van Barneveld, 2008);

- Be more effective than traditional instruction for preparing students to integrate and explain concepts (Capon & Kuhn, 2004);
- Improve students' mastery of 21st century skills (Hmelo, 1998);
- Be especially effective with lower-achieving students (Lynch et al., 2005); and,
- Provide an effective model for whole school reform (National Clearinghouse for Comprehensive School Reform, 2004).

Project Based Learning is an effective instructional tool for EL students. positively impacts EL students by allowing students the opportunity to experience learning through creating, as it is kinesthetic. It also fosters student engagement by making lessons relevant. As students recognize the relevance of lessons, a deeper learning experience occurs; thereby, the lessons become meaningful. Moreover, Project Based Learning enhances the learning experience for EL students through collaboration. Collaboration offers peer support by building English vocabulary and speaking the language through discussion and dialogue.

<https://www.edutopia.org/blog/supporting-ells-in-pbl-projects-andrew-miller>

The Essential Elements of Effective Instruction

EEEI is used as the roadmap for Student Centered Learning, as it guides the fundamentals of quality instruction. It provides instructional strategies which will foster powerful teaching and learning for all students, and the instruction is collective, collaborative and focused. Based on the research of Madeline Hunter, in order to achieve optimal instruction, effective procedures must occur at the planning stages.

<https://www.slideshare.net/BruceMims/essential-elements-of-effective-instruction-ppt-30173820>

<http://www.thhs.qc.edu/ourpages/auto/2010/10/20/57043719/EEI%20Guide.pdf>

All strategies utilized at the Bridge Gate have been researched and proven to affect positive outcomes as it relates to student achievement, which aligns with ESSA. The evidence is strong in evaluating the effectiveness of the instructional methods used. In addition, all instructional methods provide interventions for EL students, which is outlined in ESSA. The majority of studies for each strategy indicate a positive impact on student academics.

Curriculum Alignment with Ohio Learning Standards

The Ohio Learning Standards and Ohio Model Curriculum will guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21st Century skills.

The knowledge and skills defined in the Ohio Learning Standards and Ohio Model Curriculum are within reach of all students. Bridge Gate's educational program and written curriculum will directly correlate with Ohio's Learning Standards and serve as the base for curriculum in all subjects. Ohio's Learning Standards and Ohio Model Curriculum will provide the base of a student-centered curriculum. Students will work in teams on projects that require critical thinking and the application of knowledge to real-world situations. This approach makes learning more relevant and allows students to see a purpose for mastering the state-required skills and gives them an opportunity to develop real-life competencies required for success in the workplace.

The school's model is inspired by the belief that inner city students have the right to a quality education. By utilizing various resources to guide instruction, such as diagnostic assessment data, Ohio's Learning Standards, research-based curriculum and effective instructional strategies, learning gaps can be closed, and the potential of all children can be unleashed. Students who are at risk, such as those who are economically disadvantaged or English Language Learners, will find a learning environment that emphasizes a mastery of content knowledge and skills alongside analytical, creative, entrepreneurial, and other cognitive capabilities. The school partners with parents, community and teachers for each child's success and provides the requisite skills to help prepare each child for college.

The curriculum is aligned well to the school’s mission, vision, and philosophy. Bridge Gate’s mission is to serve inner city children through a rigorous curriculum that demands hard work from students, advocates effective and ongoing diagnostic testing, and emphasizes basic skills to ensure that every student has the requisite foundation, knowledge and preparation to achieve academically and succeed in college. All of the curriculum selected for use is research based, rigorous, and tightly aligned to Ohio’s Learning Standards. It balances the basic skills needed with challenging content that builds the prerequisite knowledge needed for college readiness.

The school’s vision is that students will exceed expectations in the areas of academics, college preparation and success, career success, character development, and personal satisfaction. The curriculum is designed to help our students overcome the wide range of challenges faced by immigrant and other educationally at-risk students, including critical cultural and language barriers that require unique approaches to learning. Students within this community are predominately educationally and economically disadvantaged, those most at risk of not meeting state academic standards.

C. Assessment

Student assessment and data-driven decision making are core values Bridge Gate. Assessment is the avenue by which staff can identify, measure, and ensure students are mastering Ohio’s Learning Standards and making academic progress. At the beginning of the school year and throughout, a battery of assessment instruments will be administered to students. The following is a list of the assessments that will be administered at Bridge Gate:

Type of Assessment Measurement and Reporting Frequency

Quizzes, Tests, and Classroom-Based Assessments	On-going
Assessments in the core content area	As needed by the teacher
Informal assessments such as projects	On-going and running records
Authentic Assessments, such as Project Work	On-going
NWEA/MAP Growth	Fall, winter, spring
Kindergarten Readiness Assessment-Revised (KRA-R)	Annually
Grade 3 ELA	Fall/Spring
Ohio English Language Proficiency Assessment (OELPA)	Annually to identified ELL students
Ohio English Language Proficiency Screener (OELPS)	On-going
Alternate Assessment for Students with Significant Cognitive Disabilities (AASCD)	Annually
Ohio State Tests (AIR)	Fall/Spring

Diagnostic Assessment

Bridge Gate will utilize NWEA/MAP Growth as a diagnostic and benchmark form of assessment, in both math and reading. In accordance with the Bridge Gate Assessment Program, all students will complete benchmark assessments at the beginning (fall), middle (winter), and end (spring) of the school year. The beginning (fall) of the school year benchmark assessment will also be used to fulfill the requirements for the state mandated diagnostic assessment.

NWEA/MAP Growth measures what students know and informs what they are ready to learn next. By dynamically adjusting to each student's responses, NWEA/MAP Growth creates a personalized assessment experience that accurately measures performance. Timely, easy-to-use reports help teachers teach, students learn, and administrators lead. NWEA/MAP testing will be the primary method for measuring longitudinal growth. NWEA/MAP Growth reveals how much growth has occurred between testing events and, when combined with Map norms, shows projected proficiency on state assessments. Growth can be tracked through the school year and over multiple years.

Every student is benchmarked three times each year and these benchmark scores will assist in determining the students' tier placements for both math and reading. Students who place in tier 2 or tier 3 are given intervention in the areas of identified need, and their growth is regularly progress monitored. During Teacher Based Teams (TBT) meetings, teachers use the student data from NWEA/MAP Growth to plan differentiated and individualized instruction based on the students' strengths and areas of concern.

Assessment of English Language Learners

The Ohio English Language Proficiency Screener (OELPS) assesses one's ability to read, write, speak, listen and comprehend the English language. This assessment will assist Bridge Gate in assessing both academic and social language skills. The results of this assessment are used to guide the design of the educational programming to ensure a student becomes English proficient. The OELPS also allows Bridge Gate to measure progress with regards to English proficiency. Students identified as English Learners will also be registered to take the Ohio English Language Proficiency Assessment (OELPA). Students must continue to participate in this assessment until they meet the exit criteria established by the State of Ohio.

NWEA/MAP Growth adopts a personalized pedagogy to enable English learners to work at the correct level and at the correct pace, but not in isolation. A combination of learning techniques—including blended approaches, small group instruction, and project-based learning—can provide students opportunities to progress as learners and develop language through collaborative, authentic work with peers. Ensuring that English Learners have the opportunity to excel in a personalized environment hinges on knowing them as learners. as MAP assessments, inform exact competencies and define the right level for instruction.

Formative Assessment

Formative assessments such as quizzes, projects, tests, and classroom assessments will be utilized by teachers to inform and improve instruction. A combination of formal and informal assessments will provide students with continuous, immediate feedback. Students will be able to monitor their own progress and understanding through informal, ungraded self-checks. Discussions, journals, and unit quizzes will allow students to interact with content at a personal level, as well as to demonstrate comprehension and skills to teachers. Formal assessments will be important structured opportunities for teachers to provide immediate feedback for reinforcing key learning objectives as stated in the Effective Elements of Effective Instruction. Results of formative assessments will be analyzed and used to modify or redirect instruction.

Summative Assessment

Students will be required to demonstrate knowledge acquisition through Unit Tests and Course Completion Exams. These assessments will include both computer- and teacher-scored tests. Computer-scored tests offer immediate and objective feedback, while written responses assess thought processes and supporting evidence. Other assessments that will be utilized include the Ohio State Tests, projects, end-of-course

assessments, and quizzes.

Bridge Gate will utilize assessment results in a variety of ways. Bridge Gate will first use these results to understand each student and meet his individual academic and social needs. The results will inform instruction, determine student strengths, limitations, and provide the staff data to be utilized to measure student progress, provide intervention, remediation, acceleration, and information for Individual Learning Plans. The results will also provide teachers with information on gaps in student knowledge. Teachers will then take the necessary steps to fill in the gaps for each student.

Assessment data also provides knowledge of which students are at-risk and ensures intensity of instruction is based on the individual student need. Bridge Gate will also use data from all our forms of assessment to evaluate our overall performance as a school and make decisions for continuous improvement. Analysis of assessment results by cohorts and the school as a whole will help identify weak areas where teaching style or curriculum may need to be changed, providing an opportunity for professional development. Weak areas may also indicate a need for re-teaching or expansion on the content. The collection of continuous assessment data enables leaders to make meaningful decisions at multiple points during the year and obtain critical data to document and monitor student progress and to disaggregate results according to federal mandates.

As required by the Ohio Department of Education in recently adopted legislation, the Third Grade Reading Guarantee was created to ensure all students are reading at grade-level by the end of third grade. Research shows that students that do not meet grade-level reading standards by the third-grade year are likely to struggle with reading for years to come. Students that do not attain the appropriate level of reading competency determined by the Ohio State Tests and other assessments may be retained in third grade. Bridge Gate is committed to improving the reading achievement of all students by utilizing the Tiered Intervention Model of Reading Instruction.

Special Student Populations

Bridge Gate will follow The Ohio Department of Education's Special Education Model Policies and Procedures. All staff at Bridge Gate will be dedicated in providing the best possible education for all students who attend the Academy. Special student populations will be handled as students first, given all the rights, responsibilities, and choices as the non-disabled/ELL peers. Students will be assessed through multiple measures to ensure that every student is making academic progress. This data will be used to drive the **Response to Intervention process**. The National Center on Response to Intervention (NCRTI) provides the following definition: Response to Intervention integrates assessment and intervention within a multi-level prevention system to maximize student achievement and to reduce behavior problems. With RTI, Bridge Gate will identify students at risk for poor learning outcomes, monitor student progress, provide evidence-based interventions and adjust the intensity and nature of those interventions depending on a student's responsiveness, and identify students with learning disabilities.

Response to Intervention framework encompasses the following three tiers of intervention:

TIER 1: Universally screen all students for early identification, conduct general education progress monitoring. Utilization of core programs, adjustments through small group instruction, differentiation of instruction based on analysis of data, and modification of materials.

TIER 2: Monitor at-risk students more frequently to evaluate the effectiveness of instructional changes. Additional assessments given to identify specific areas of strength and weakness. Increased instructional time given on weaknesses through the use of small group instruction, curricular software, and one-on-one instruction.

TIER 3: Write individualized annual goals, conduct intensive progress monitoring, and document the effectiveness of interventions for those who need intensive instructional services. This includes longer more intensive instruction that includes targeted content and

specialized instruction.

The NWEA/MAP system will manage RTI programs through a tiered assessment and instruction framework allowing our teachers to screen all students using valid and reliable assessments, monitor the effects of their interventions, and make important data-driven decisions.

Identification of Students with Disabilities

Upon enrollment, the EMIS Coordinator will notify the special education department of any student that is identified by the parent/guardian as having an IEP or 504. The special education department will then review the enrollment forms, previous school records and obtain data from the classroom teachers to determine the student's academic level of functioning along with any behavioral, speech or fine/gross motor deficits. If the student presents with a deficit or there are concerns in the areas listed above, the team will follow the Operating Standards for Ohio Education Facilities serving children with disabilities to determine if an Evaluation Team Report (ETR) is warranted.

Assessment of Students with Disabilities

For students that are initially suspected of having a disability, a Referral for Evaluation is completed by either the parent or Beacon Academy prior to the evaluation occurring. The team, which includes the parent, then agrees to the assessments that will be conducted based on the suspected disability category. These assessments are completed within the designated time frame of Child Find, 60 days, to determine eligibility. Assessments may include, intellectual functioning, academic achievement, classroom-based data/assessments, intervention summary, social/emotional status, teacher and/or administrative observations, behavior assessments that may also include adaptive and social thinking deficits, speech/language, occupational therapy (fine/gross motor/visual-perceptual/sensory), vision, hearing and vocational/transitional assessments. For students that are currently identified, an Evaluation Team Report is completed no less than every 3 years to determine continued eligibility and to address the most appropriate needs of the student to be successful within their educational environment.

Programming for Students with Disabilities

Students that are identified as student with a disability are serviced within the educational environment under an Individualized Education Plan (IEP). Based on the needs that were agreed upon from the ETR, the IEP team determines the most appropriate goals to address those needs and will also determine if the student requires related services that may be in a push-in or pull-out setting depending on the student's need. The team will also follow the Accommodations Manual from the Ohio Department of Education to determine the most appropriate accommodations for both the classroom and district/state testing. The IEP must be tailored to meet the student's needs, describing specifically what the student needs to make progress in the general curriculum. Additional educational programs and assessments such as, Wilson Reading and NWEA/MAP will be used throughout the educational environment.

Identification of English Language Learners

Bridge Gate will meet all state and federal requirements regarding English Language Learners according to The Provision of an Equal Education Opportunity to Limited English Proficient Students (1992), the U.S. Department of Education, and Office for Civil Rights. Upon enrollment, Bridge Gate will identify all students whose primary or home language is other than English. Bridge Gate will utilize the Language Usage Survey to identify these students. The enrollment coordinator will refer the student to our English for Speakers of Other Languages (ESOL) test administrator for assessment. When the identified language is something other than English, the student is further assessed using the Ohio English Language Proficiency Screener (OELPS).

Assessment of English Language Learners

The Ohio English Language Proficiency Screener (OELPS) assesses one's ability to read, write, speak, listen and comprehend the English language. This assessment will assist Bridge Gate in assessing both academic and social language skills. The results of this assessment are used to guide the design of the educational programming to ensure a student becomes English proficient. The OELPS also allows Bridge Gate to measure

progress with regards to English proficiency. Students determined to be English Language Learners will also be registered to take the Ohio English Language Proficiency Assessment (OELPA). Students must continue to participate in this assessment until they meet criteria established by the State of Ohio.

NWEA/MAP offers personalized learning for ELL students. Upon the analysis of assessment data, student profiles are created to provide teachers with more information regarding ELL student academic performance and growth/rate of improvement. Moreover, benchmark reports are provided to compare an ELL student with other ELL peers, giving the teacher these benefits:

- Identify ELL students whose academic issues are broader than English Language Proficiency (*Is the learning difference due to language difference or something else?*)
- Informs teachers of the average rate of improvement to expect for an ELL student in reading
- Show student performance and growth relative to their ELL peers for better intervention and progress monitoring
- More closely connect English Language Proficiency and academic outcomes

These report profiles offer information used to assist in the accurate evaluation of the academic performance and progress of students who are not proficient in English, taking into account their language proficiency level and grade level.

Programming for English Language Learners

Programming is highly individualized depending on area(s) of need. The district team, along with the parent, convenes to discuss the results of the OELPA. The team then discusses how the needs will be met in the classroom or pull-out environment, how much time is necessary to adequately address the need and how progress will be monitored. The team also considers carryover of skills into all environments. In instances where the student is learning English in a pull-out environment, additional services will be provided within the classroom to ensure the skills are carried over into the student's typical learning environment.

Teachers of students identified as English Language Learners ensure that material is presented both orally and visually. Providing accommodations, such as guided notes or English words/pictures paired with the student's primary language (i.e., Spanish) words/pictures, to enhance the learning environment occurs to ensure the student is accessing the general education curriculum.

Identification of students who are at-risk of academic failure

Bridge Gate will focus on students' assets which include their backgrounds and prior experiences, varied teaching strategies and meaningful learning in a very collaborative setting. However, we understand that many of our students are at-risk of academic failure. Therefore, Bridge Gate will identify students who are at-risk of failure through the Response to Intervention program established within the Academy. Bridge Gate has put in place early warning systems aimed at identifying struggling students before they fail and targeting resources to specific problems identified, including student attendance, behavior, and academic performance. Once a student is identified as needing extra support, Intervention Assistance Teams (IAT) develops an action plan, connects the student to resources, and monitors progress. IAT meet weekly to discuss these students and the continually work on the plan for helping the student overcome whatever problem is impeding his/her progress.

Assessment of students at-risk of academic failure

The **NWEA/MAP** system will manage RTI programs through a tiered assessment and instruction framework allowing teachers to screen all students using valid and reliable assessments, monitor the effects of their interventions, and make important data-driven decisions. In addition, instructors will administer short cycle assessments and progress monitor to evaluate the academic progress of students who demonstrate academic deficits.

Programming for students at-risk of academic failure

The Regular education teacher will be ensuring that Tier I interventions for any student will be implemented with the classroom by using adaptations and accommodations to the curriculum. Students who show a need for interventions beyond what the classroom teacher is providing will be referred to The Intervention Assistance Team (IAT). The IAT will meet regularly to develop an education plan for all Tiered II students providing leveled supports and interventions. These may include tutoring, mentoring, and referrals to after-school programs and other organizations. The IAT will dictate timelines for monitoring the interventions. If it is determined that the interventions are not rectifying the issue, the student will be referred to the multidisciplinary team to determine if they have issues that would dictate Tier III interventions that require and IEP or a 504 plan.

Identification and Assessment of Academically Advanced or Gifted Students

Upon enrollment in Bridge Gate, the enrollment coordinator will obtain information from the parent/guardian or school of previous enrollment on the placement of a student in a gifted program. Students may be identified as gifted in the following areas: superior cognitive ability, specific academic ability, creative thinking ability or visual and performing arts.

Students will be identified as having a superior cognitive or creative thinking ability based on the results of the Wechsler Intelligence Scale for Children – Fourth Edition. Students are identified as being academically advanced or gifted in a specific academic area based on the results of the Wechsler Individual Achievement Test – Third Edition. Students are identified as being gifted in the area of visual and performing arts based on the results of an established rubric which scores performance visual art/music/drama/dance performance.

Programming for Academically Advanced or Gifted Students

Once a student has been identified as academically advanced or gifted, a program is individualized to meet the student's needs. This may include providing additional supports both in and out of the student's traditional classroom to ensure he/she is appropriately challenged.

Mission and Vision

Mission

Bridge Gate Community School will promote knowledge, wisdom, and understanding to all stakeholders that empower success in our global society.

The Mission of Bridge Gate has four components:

1. Prepare students with 21st Century skills including using informative and communications technology (!CT) to gather and assess information, collaborate, be innovative, think critically, and solve problems, promote knowledge, wisdom and understanding to all stakeholders that empowers success in our global society.
2. To achieve this goal, the teaching and learning culture must build positive relationships with all students and their families in order to gain trust and respect while providing an opportunity for active engagement and adapting programs and practices to achieve full student potential.
3. Create a productive learning environment featuring nontraditional methods of instructional delivery and high expectations that involve parents and families.
4. Ensuring students reach their full potential, are prepared to be successful in life after graduation and enter a global society that requires training in the utilization of various technological tools.

Bridge Gate Academy will ensure that our students are prepared to be successful in life after graduation and beyond. In the pursuit to prepare our students for life after graduation, we must create a productive learning environment with high expectations. To achieve our mission, Bridge Gate Academy will set high expectations, create classroom environments and a culture respectful and productive that will assist students in reaching their full potential. We must prepare our students for entering and excelling in society. To compete in a global society is a right that every student is entitled. In today's day in age we must move away from our traditional methods we are a costumed to and start utilizing nontraditional methods of Instructional delivery. Graduation, employment, and college entrance rates, is collected and monitored to ensure we are in fact accomplishing the mission of our program.

We believe that children from low-income families in distressed neighborhoods face conditions that put them at a disadvantage academically. For example, conditions such as lack of income

and the high levels of parental stress that accompany economic distress, health hazards, exposure to violence, and frequent moving equip children with less resilience and persistence than children in more affluent communities. We involve parents and families in their children's education by reaching out to parents to get them to be active partners in their children's schooling. Family

Advocates will create an on-going parent education program and ensure that families are linked to the opportunities they need to support their children's school success. Research indicates that parent involvement makes an impact on students' attitudes, attendance, and academic achievement. Parent involvement and involved families are essential to a child's success.

Communication between the school and parents establishes an environment of learning beyond the school walls. We join with parents and other community members to create a mission of improved learning for everyone involved. Parent and stakeholder surveys are conducted to obtain valuable data to measure our intended purpose of creating positive relationships that promote knowledge, wisdom and understanding.

Our students must be prepared to enter a competitive society, which includes training in the utilization of various technological tools. We are no longer in the agriculture age. We have made huge advances in the area of information technology therefore our students must be prepared for the 21st century. "To remain competitive in an increasingly global, knowledge-based economy, today's employers need graduates who are adept at so-called "21st-century skills" such as using informative and communications technology (JCT) to gather and asses information, collaborate, be innovative, think critically, and solve problems" (eSchool News Online, 2008). Students will demonstrate their ability to utilize technological tools through completion of their projects that requires them to incorporate various technology tools.

All children need to feel safe and secure in an environment that is caring, nurturing and stimulating that develops the whole child emotionally, intellectually, physically, and socially. Teachers must build a positive relationship with all students in order to gain trust and respect, to enhance student learning. Teaching provides an opportunity to get all students actively engaged, participating, and contributing to their own educational process. Teachers will guide students into solving problems as they grow, discover, and experience the world around them.

Vision Statement: Be THE School

Each year, the numbers of students who enter school with circumstances in their lives that inhibit their educational success are increasing. Bridge Gate Academy believes that we need to Be THE School that each individual student requires. Each student needs something different out of school and it is our belief that each student is a unique person with individual needs. These individual needs must be met prior to becoming a successful student.

The Bridge Gate Academy vision involves a hierarchy of needs that we have identified as relevant to the educational process. These needs can be visualized as forming a pyramid consisting of, in ascending

order, physical and biological needs, safety needs, emotional and love needs, self-esteem needs, and finally self-actualization. Each level must be at least somewhat firmly in place before the next level can be successfully met. The traditional approach to education starts at too high a position in the hierarchy, ignoring the more basic needs and only minimally addressing emotional and self-esteem needs. Because academic learning actually lies in the upper portion of this hierarchy of needs, attempts at education will not work unless the needs below this position in the hierarchy have been sufficiently filled.

Whereas traditional schools focus mainly on providing educational services, Bridge Gate Academy, by contrast, is multi-dimensional. Bridge Gate Academy focuses on the total student- The whole body, mind and emotional well-being. The whole body, mind and emotional well-being will be taught and promoted throughout the course of the school year. We view each student as having strengths not deficits and we will adopt our programs and practices to help each student achieve their fullest potential.

Projected Student Profile Information

Bridge Gate Community School is a K-12 public school created to assist in addressing the educationally at-risk students ages 5-22 in Columbus, Ohio who have dropped out or are at risk of dropping out of high school. Like many other urban areas, Columbus faces significant challenges in meeting the needs of this student population.

Students are predominately from the Somali community, who are educationally and economically disadvantaged and those most at risk of not meeting state academic standards. This community needs to have options for students whose experiences in traditional public schools with low academic ratings have been less than satisfactory.

While we will focus our recruitment efforts, it is important to note that the School will accept all eligible students who reside in the school district. In accordance with federal and state antidiscrimination laws, the School will not discriminate based on any legally protected category in the admission of students.

ATTACHMENT 3

Instruction for Completing Attachment 3 – Student Performance Measures

Header: Legal School Name, Grades served, City and State

Report Card Data:

Achievement/PI – Indicate percent from Report Card or NR (Not rated)

Indicators Met – Indicate percent from Report Card, NR

AMO/Gap - Indicate percent from “all students” Report Card or NR

K-3 Literacy - Indicate percent from Report Card or NR

3rd Grade Promotion - Indicate percent from Report Card or NR

Progress –Value Added (Must be Calculated)

Ave. Read – Percent of GREEN, LIGHT GREEN and YELLOW cells from “Progress Details” Chart

Ave. Math – Percent of GREEN, LIGHT GREEN and YELLOW cells from “Progress Details” Chart

Ave. All Tests – Percent of GREEN, LIGHT GREEN and YELLOW cells from “Progress Details” Chart

4-year Graduation - Indicate percent from Report Card or NR

5-year Graduation - Indicate percent from Report Card or NR

Prepared for Success – Indicate percent from Report Card or NR

Your School 2020-21 – Record the above Report Card data for the 2020/21 school year.

LEA 2020-21 - Record the above data for the 2020/21 school year from your local educational agency. Write district name.

Similar School 2020-21 – Identify two schools that are similar and provide the above data for each. Similarities include: demographics, location, theme/program, feeder pattern etc.

Your Targets - Using the school’s 2020/21 report card percentages, LEA percentages, and similar school percentages, determine your targets for the next 3 years for each column.

Specific Subgroup Targets – Select two subgroups and content area. Indicate the # of students, Pre-level results, a SMART goal that relates to the pre-level results, and the post-test targets.

Student Non-Academic Measures – Select two non-academic measures (Any other valid assessments, student engagement, discipline, and post-secondary options). For example: If the measuring tool for discipline is “out of class interventions”, your pre-level results could be an average of 20 “out of class” interventions per week. Your goal could be, “To reduce the out of class interventions from an average of 20 per week to a 10 or less per week in grades 6 and 8, by June 2023.

ATTACHMENT 3 - Student Performance Measures (2021-2022)

Report Card Data 2020-2021	Performance Index or Test Passage (%)	Indicators Met (%)	AMO Gap Closing (%)	K-3 Literacy (%)	3 rd Grade Promotion (%)	Progress – Value Added			Grad 4 year (%)	Grad 5 year (%)	Prep 4 Success (%)	Comments
						Percent of GREEN, Light GREEN and YELLOW in PROGRESS DETAILS tables						
						Read (%)	Math (%)	ALL (%)				
Your School 2020-2021 Bridge Gate Community School	27%	0%	0%	-6.5%	100%	100%	100%	100%	NC	NC	0%	
Determine Comparable School District and Similar Schools												
LEA 2020-21 Columbus City	37.9%	0%	0%	19.3%	99.3%	0%	28.6%	13.3%	81.2%	85.8%	15.6%	
Similar School Noble Academy	45.7%	0%	0%	30.8%	100%	80%	75%	80%	NC	NC	NC	
Similar School Cesar Chavez College Prep	56.5%	0%	0%	43.2%	100%	100%	0%	67%	NC	NC	NC	
Use Data Above to Determine Your Targets for the Next Three Years												

Your Targets 2022 - 2023	30%	2%	2%	5%	100%	100%	100%	100%	25% (if able to be calculated)	30% (if able to be calculated)	3%	
Your Targets 2023 - 2024	32%	4%	4%	7%	100%	100%	100%	100%	28% (if able to be calculated)	33%(if able to be calculated)	5%	
Your Targets 2024 – 2025	34%	6%	6%	9%	100%	100%	100%	100%	30% (if able to be calculated)	35% (if able to be calculated)	7%	

<p>Specific Subgroup ACADEMIC Targets (Select two subgroups) All Students; American Indian/Alaskan Native; Asian/Pacific Islander; Black/ Non-Hispanic; Economically Disadvantaged; Students with Disabilities; and English Language Learners</p>				
	# Students	Pre-Level Results 2020-22	SMART GOALS (2022-2023)	Post Level Target Completed 6/23
Students With Disabilities				
Economically Disadvantaged	69	RIT - 202	By June of 2023, BGCS will increase the overall RIT score in math by a minimum of 5 percentage points through improved remedial and differentiation strategies.	
Racial/Ethnic ELL Students	51	RIT - 192	The number of ELL students in grades (7-12) showing growth on 2020 Fall MAP assessment in Reading will increase by a minimum of 5 percentage points, through various intervention strategies and progress monitoring by June of 2023.	
2022-2023 – RESULTS and EVIDENCE Spring 2023				

STUDENT NON-ACADEMIC Measures (Select two measures)				
	Measure	Pre-Levels Results 2020-2022	SMART GOALS (2022-2023)	Post Level Target Completed 6/23
Discipline	Disciplinary Referrals <i>Progressbook</i>	20 “out of class” disciplinary actions over 2020-2021 school year (grades 7-12).	By June 2023, the number of out-of-school suspensions will decrease by 10, as indicated in <i>Progressbook</i> .	
Attendance				
Student Engagement	Disciplinary Referrals	20 “out of class” disciplinary actions over 2020-2021 school year (grades 7-12).	By June 2023, the number of out-of-school suspensions will decrease by 10, as indicated in <i>Progressbook</i> .	
Post-Secondary Outcomes				
Other Valid Assessments				
2022-2023 – RESULTS and EVIDENCE Spring 2023				

SCHOOL PERFORMANCE ON MISSION SPECIFIC GOALS

Mission Specific Goal(s):

The mission of Bridge Gate Community School is to foster innovative learning through the promotion of positive citizenship and community involvement and self awareness.

Goal

By June 2023, BGCS will increase community resources by fostering partnerships with a minimum of 5 additional agencies.

Current 2020/22 Conditions: School data and evidence.

Currently, BGES has partnerships with the following community entities:

- Justice Mobile
- OH Youth Development
- National Youth Advocacy Program

Post Results 2022/23: School data, evidence, and conclusions.

Evidence and Documentation:

ATTACHMENT 3 - Student Performance Measures (2021-2022)

Report Card Data 2020-2021	Performance Index or Test Passage (%)	Indicators Met (%)	AMO Gap Closing (%)	K-3 Literacy (%)	3 rd Grade Promotion (%)	Progress – Value Added			Grad 4 year (%)	Grad 5 year (%)	Prep 4 Success (%)	Comments
						Percent of GREEN, Light GREEN and YELLOW in PROGRESS DETAILS tables						
						Read (%)	Math (%)	ALL (%)				
Your School 2020-2021 Bridge Gate Community School	27%	0%	0%	-6.5%	100%	100%	100%	100%	NC	NC	0%	
Determine Comparable School District and Similar Schools												
LEA 2020-21 Columbus City	37.9%	0%	0%	19.3%	99.3%	0%	28.6%	13.3%	81.2%	85.8%	15.6%	
Similar School Noble Academy	45.7%	0%	0%	30.8%	100%	80%	75%	80%	NC	NC	NC	
Similar School Cesar Chavez College Prep	56.5%	0%	0%	43.2%	100%	100%	0%	67%	NC	NC	NC	
Use Data Above to Determine Your Targets for the Next Three Years												

Your Targets 2022 - 2023	30%	2%	2%	5%	100%	100%	100%	100%	25% (if able to be calculated)	30% (if able to be calculated)	3%	
Your Targets 2023 - 2024	32%	4%	4%	7%	100%	100%	100%	100%	28% (if able to be calculated)	33%(if able to be calculated)	5%	
Your Targets 2024 – 2025	34%	6%	6%	9%	100%	100%	100%	100%	30% (if able to be calculated)	35% (if able to be calculated)	7%	

Specific Subgroup ACADEMIC Targets (Select two subgroups) All Students; American Indian/Alaskan Native; Asian/Pacific Islander; Black/ Non-Hispanic; Economically Disadvantaged; Students with Disabilities; and English Language Learners				
	# Students	Pre-Level Results 2020-22	SMART GOALS (2022-2023)	Post Level Target Completed 6/23
Students With Disabilities				
Economically Disadvantaged				
Racial/Ethnic ELL Students	146	Average Reading RIT 173.5	By the end of June 2023, BGES will improve academic performance among EL learners in reading by increasing the overall RIT score a minimum of 5 percentage points, as evidenced by spring NWEA/MAP assessment data.	
Racial/Ethnic African American	198	Average Math RIT 174	By the end of June 2023, BGES will increase academic performance by 5 points among African American students in math by a minimum of 5 percentage points, as evidenced by spring NWEA/MAP assessment data.	
2022-2023 – RESULTS and EVIDENCE Spring 2023				

STUDENT NON-ACADEMIC Measures (Select two measures)				
	Measure	Pre-Levels Results 2020-2022	SMART GOALS (2022-2023)	Post Level Target Completed 6/23
Discipline	Disciplinary Referrals/ <i>Progressbook</i>	30%	Bridge Gate Community School <i>will</i> reduce the number of out-of-class disciplinary incidents by 10% by June 2023.	
Attendance	<i>Progressbook</i>	93%	Bridge Gate Community School <i>will</i> increase overall student attendance by 2 percentage points by the end of June 2023, as evidenced in <i>Progressbook</i> data.	
Student Engagement				
Post-Secondary Outcomes				
Other Valid Assessments				

2022-2023 – RESULTS and EVIDENCE Spring 2023

SCHOOL PERFORMANCE ON MISSION SPECIFIC GOALS

Mission Specific Goal(s):

School Mission Statement:

Bridge Gate Community School will promote knowledge, wisdom and understanding to all stakeholders that empowers success in our global society. The mission of Bridge Gate Community School has four components.

1. Prepare students with 21st Century skills including using informative and communications technology (ICT) to gather and assess information, collaborate, be innovative, think critically, and solve problems, promote knowledge, wisdom and understanding to all stakeholders that empowers success in our global society.
2. To achieve this goal, the teaching and learning culture must build positive relationships with all students and their families in order to gain trust and respect while providing an opportunity for active engagement and adapting programs and practices to achieve full student potential.
3. Create a productive learning environment featuring nontraditional methods of instructional delivery and high expectations that involve parents and families.
4. Ensuring students reach their full potential, are prepared to be successful in life after graduation and enter a global society that requires being trained in the utilization of various technological tools.

Goal

By June 2023, the school will foster rigor, engagement and digital fluency through increased technology in every classroom by a minimum of 7 percentage points, as evidenced by weekly classroom walkthroughs and technology inventory.

Indicators

- Higher percentage of student participation
- Increased student research and collaboration
- Evidential differentiation
- Teacher professional development
- Decreased out-of-class disciplinary incidents

Current 2020/22 Conditions: School data and evidence.

Bridge Gate Elementary School received 69 additional computers to be used among students within the classroom setting. Students were able to work in flexible groups based on ability levels, and teachers facilitated increased small group instruction. In addition, students were able to work on assigned projects and conduct research, complete formative assessments in the classrooms and readily participate in lessons. Moreover, the interest level among students increased.

Post Results 2022/23: School data, evidence, and conclusions.

Evidence and Documentation:

ATTACHMENT 4

- A. Financial Plan, including estimated budget for each year and estimated five-year plan
- B. Treasurer License
- C. Treasurer Bond
- D. **Surety Bond (\$50,000 New School Only)**
- E. Treasurer Contract
- F. Performance Framework - (Performance and Accountability Plan) -Financial Performance Goals and Measurements

FY22 - May 2022 submission
 IRN No.: 015710
 Type of School: BRICK AND MORTAR
 Contract Term: 6/30/2023

County: FRANKLIN

School Name: BRIDGE GATE COMMUNITY SCHOOL
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2019 through 2021, Actual and
 the Fiscal Years Ending 2022 through 2026, Forecasted

	Actual			Forecasted				
	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 2,303,532	\$ 2,191,033	\$ 2,054,494	\$ 2,383,558	\$ 2,705,138	\$ 2,744,736	\$ 2,901,684	\$ 2,970,645
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	56,393	294	10,308	-	-	-	-	-
Total Operating Receipts	\$ 2,359,925	\$ 2,191,327	\$ 2,064,802	\$ 2,383,558	\$ 2,705,138	\$ 2,744,736	\$ 2,901,684	\$ 2,970,645
Operating Disbursements								
100 Salaries and Wages	\$ 6,541	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	105,930	138,030	155,758	146,817	163,800	168,000	171,500	175,000
400 Purchased Services	3,062,696	2,630,110	2,660,904	3,002,789	3,317,766	3,405,235	3,213,410	3,287,503
500 Supplies and Materials	261,757	90,654	230,557	168,222	172,152	121,980	68,496	70,550
600 Capital Outlay -New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	100,000	100,000	-	-
800 Other	16,629	4,357	3,887	6,151	6,375	6,563	6,756	6,955
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 3,453,553	\$ 2,863,151	\$ 3,051,105	\$ 3,323,979	\$ 3,760,092	\$ 3,801,778	\$ 3,460,161	\$ 3,540,008
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (1,093,628)	\$ (671,823)	\$ (986,303)	\$ (940,421)	\$ (1,054,954)	\$ (1,057,042)	\$ (558,477)	\$ (569,362)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 753,918	\$ 715,210	\$ 818,482	\$ 1,085,838	\$ 1,285,254	\$ 1,192,084	\$ 594,718	\$ 612,559
State Grants (3200, except 3211)	-	61,151	83,648	3,700	3,736	3,773	3,811	3,851
Restricted Grants (3219, Community School Facilities Grant, Donations (1820))	-	-	-	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	80,000	-	-	-	-	-	-	-
Debt Principal Retirement	-	(292,404)	375,028	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	498,139	-	-	-	-	-	-	-
Transfers - Out	-	-	(244,466)	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 1,332,057	\$ 483,957	\$ 1,032,693	\$ 1,089,538	\$ 1,288,990	\$ 1,195,857	\$ 598,529	\$ 616,410
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 238,428	\$ (187,866)	\$ 46,389	\$ 149,117	\$ 234,036	\$ 138,815	\$ 40,052	\$ 47,047
Fund Cash Balance Beginning of Fiscal Year	\$ 2,148	\$ 240,576	\$ 52,710	\$ 99,099	\$ 248,216	\$ 482,252	\$ 621,067	\$ 661,119
Fund Cash Balance End of Fiscal Year	\$ 240,576	\$ 52,710	\$ 99,099	\$ 248,216	\$ 482,252	\$ 621,067	\$ 661,119	\$ 708,166

Assumptions

	Actual			Forecasted				
	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Staffing/Enrollment								
Total Student FTE	247	233	224	242	275	279	295	302
Instructional Staff	15.00	22.00	22.00	22.00	22.00	22.00	23.00	23.00
Administrative Staff	1.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00
Other Staff	0.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Purchased Services								
Rent	\$ 220,156.08	\$ 242,069.65	\$ 222,684.29	\$ 233,487.96	\$ 235,722.00	\$ 237,956.04	\$ 237,956.04	\$ 237,956.04
Utilities	89,224.11	79,962.72	66,103.06	82,000.00	84,460.00	86,993.80	89,603.61	92,291.72
Other Facility Costs	353,138.00	71,555.75	188,643.42	48,000.00	49,440.00	50,923.20	52,450.90	54,024.42
Insurance	5,953.68	11,347.39	12,865.34	14,700.00	16,000.00	16,480.00	16,974.40	17,483.63
Management Fee	367,207.07	347,011.83	341,642.39	378,852.93	430,230.24	436,488.13	461,519.71	472,471.03
Sponsor Fee	69,106.00	63,136.63	59,697.05	71,034.92	80,668.17	81,841.53	86,534.95	88,588.32
Audit Fees	7,245.20	10,402.70	8,444.30	8,965.00	9,233.95	9,510.97	9,796.30	10,090.19
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	85,000.00	43,500.00	59,305.00	87,000.00	89,610.00	92,298.30
Legal	19,222.87	18,348.93	18,587.50	15,000.00	15,450.00	15,913.50	16,390.91	16,882.63
Marketing	4,205.33	51,396.95	44,020.29	24,000.00	24,720.00	25,461.60	26,225.45	27,012.21
Consulting	33,213.04	34,785.02	122,123.30	388,998.11	523,498.69	511,680.41	237,011.78	244,138.59
Salaries and Wages	1,213,947.36	985,931.72	1,083,713.64	1,100,000.00	1,170,000.00	1,200,000.00	1,225,000.00	1,250,000.00
Employee Benefits	267,219.91	204,940.09	239,051.56	232,000.00	245,920.00	260,675.20	268,495.46	276,550.32
Special Education Services	174,438.94	86,862.04	21,930.43	22,000.00	22,660.00	23,339.80	24,039.99	24,761.19
Technology Services	62,158.41	50,281.51	36,135.40	45,000.00	46,350.00	47,740.50	49,172.72	50,647.90
Food Services	176,262.00	148,711.05	84,909.69	250,000.00	257,500.00	265,225.00	273,181.75	281,377.20
Other	-	223,365.55	25,352.42	45,250.00	46,607.50	48,005.73	49,445.90	50,929.27
Total	\$ 3,062,696.00	\$ 2,630,109.53	\$ 2,660,904.08	\$ 3,002,788.92	\$ 3,317,765.55	\$ 3,405,235.40	\$ 3,213,409.85	\$ 3,287,502.96
Financial Metrics								
Debt Service Payments	\$ -	\$ 292,404	\$ (375,028)	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00%	35.75%	22.44%	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	-5.67%	-3.93%	8.11%	13.64%	1.45%	5.73%	2.37%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	-7.14%	-5.77%	15.44%	13.49%	1.46%	5.72%	2.38%
Growth in Non-Operating Receipts/Expenses	0.00%	-63.67%	113.39%	5.50%	18.31%	-7.23%	-49.95%	2.99%
Days of Cash	0.00	0.08	0.02	0.03	0.07	0.13	0.18	0.19

Assumptions Narrative Summary

Fiscal Year 2022-2026 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

- *FY2019, FY2020 and FY2021 From Audited Financials and Footnote:
- *The School Fund Balance and Accounting is Maintained On An Accrual Basis Annually Excluding Gasb 68 and 7
- *FTE Expected To Be 242 in FY22, 275 in FY23, 279 in FY24, 295 in FY25, and 302 in FY26
- *State Basic Foundation Is Calculated By Multiplying the FTE To the Per Pupil Blended Average Revenue Amount, As According To the Community Settlement Reports, **o\$9,778** Per Pupil.
- *Facilities Funding Will Be \$500/FTE for FY22-26
- *ESSER Grants End in FY24 & SQIG in FY23
- *Management Fees Calculated at **16%** Of Operating Revenues
- *Management Agreement with Educational Empowerment Group
- *School Management Contract Expires **6/30/22** and Auto Renews For **Two** Consecutive Terms
- *Other Operating Revenues Include Miscellaneous Student Deposits for Fundraisers and Field Trip:
- *Salaries and Wages Are a Purchased Service From the Management Company
- *Benefits are 14% of Salaries and Wages for Employer Retirement Costs. Additionally, There Are Medical Insurance Premiums and Payroll Tax:
- *Rent Is \$19,457.33 Per Month through FY2022, Increases At A Fixed Rate Based On The Contract
- *Utilities Expected To Increase By 3% Each Year
- *Other Facility Costs Include Printer/Copier Costs, Lawn Maintenance, and General Repairs with An Expectation To Increase By 3% Each Year
- *Insurance Includes D&O And General Liability Insurance Premiums. Anticipated To Increase By 3% Per Year
- *Transportation Costs will Rise with FTE or 3% Each Year.
- *Legal Fees Are the Responsibility of the School and Anticipated To Rise By 3% Each Year Due To Inflation
- *Marketing Costs Forsee No New Campaigns and Therefore Expected To Increase By 3% Each Year With Inflation
- *Consulting Includes Treasury Services, Contracted Staff, Recruitment Costs, and Strategic Advising
- *Consulting Services Include Marcum LLP Treasury, Stephanie Ataya, Services through FY2026 at a 3% Inflation Increase
- *Other Purchased Services include costs for Payroll Processing, Instructional Services, Professional Development, Postage Costs and Security Service:
- *Supplies and Materials Will Increase With FTEs, or 3%, Each Forecasted Year
- *The School's Capital Outlay Includes Depreciation Costs for Current Assets
- *Other Operating Disbursements Include Bank Fees, Membership Fees, Any Non-Instructional Board Expenses, and other Miscellaneous Costs Not Classified In Any Other Category
- *Grant Funding Will Increase Steadily By 3% Each Year
- *The School Anticipates Total Expenditures Per FTE To Be The Following Over The Next 5 Years; FY2022 - \$13,735, FY2023- \$13,673, FY2024- \$13,626, FY2025- \$11,729, FY2026 \$11,721
- *The School Has No Debt and Does Not Foresee Any Debt

FY22 - May 2022 submission
 IRN No.: 015710
 Type of School: BRICK AND MORTAR
 Contract Term: 6/30/2023

County: FRANKLIN

School Name: BRIDGE GATE COMMUNITY SCHOOL
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2019 through 2021, Actual and
 the Fiscal Years Ending 2022 through 2026, Forecasted

	Actual			Forecasted				
	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 2,303,532	\$ 2,191,033	\$ 2,054,494	\$ 2,383,558	\$ 2,705,138	\$ 2,744,736	\$ 2,901,684	\$ 2,970,645
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	56,393	294	10,308	-	-	-	-	-
Total Operating Receipts	\$ 2,359,925	\$ 2,191,327	\$ 2,064,802	\$ 2,383,558	\$ 2,705,138	\$ 2,744,736	\$ 2,901,684	\$ 2,970,645
Operating Disbursements								
100 Salaries and Wages	\$ 6,541	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	105,930	138,030	155,758	146,817	163,800	168,000	171,500	175,000
400 Purchased Services	3,062,696	2,630,110	2,660,904	3,002,789	3,317,766	3,405,235	3,213,410	3,287,503
500 Supplies and Materials	261,757	90,654	230,557	168,222	172,152	121,980	68,496	70,550
600 Capital Outlay -New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	100,000	100,000	-	-
800 Other	16,629	4,357	3,887	6,151	6,375	6,563	6,756	6,955
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 3,453,553	\$ 2,863,151	\$ 3,051,105	\$ 3,323,979	\$ 3,760,092	\$ 3,801,778	\$ 3,460,161	\$ 3,540,008
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (1,093,628)	\$ (671,823)	\$ (986,303)	\$ (940,421)	\$ (1,054,954)	\$ (1,057,042)	\$ (558,477)	\$ (569,362)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 753,918	\$ 715,210	\$ 818,482	\$ 1,085,838	\$ 1,285,254	\$ 1,192,084	\$ 594,718	\$ 612,559
State Grants (3200, except 3211)	-	61,151	83,648	3,700	3,736	3,773	3,811	3,851
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	80,000	-	-	-	-	-	-	-
Debt Principal Retirement	-	(292,404)	375,028	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	498,139	-	-	-	-	-	-	-
Transfers - Out	-	-	(244,466)	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 1,332,057	\$ 483,957	\$ 1,032,693	\$ 1,089,538	\$ 1,288,990	\$ 1,195,857	\$ 598,529	\$ 616,410
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 238,428	\$ (187,866)	\$ 46,389	\$ 149,117	\$ 234,036	\$ 138,815	\$ 40,052	\$ 47,047
Fund Cash Balance Beginning of Fiscal Year	\$ 2,148	\$ 240,576	\$ 52,710	\$ 99,099	\$ 248,216	\$ 482,252	\$ 621,067	\$ 661,119
Fund Cash Balance End of Fiscal Year	\$ 240,576	\$ 52,710	\$ 99,099	\$ 248,216	\$ 482,252	\$ 621,067	\$ 661,119	\$ 708,166

Assumptions

	Actual			Forecasted				
	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Staffing/Enrollment								
Total Student FTE	247	233	224	242	275	279	295	302
Instructional Staff	15.00	22.00	22.00	22.00	22.00	22.00	23.00	23.00
Administrative Staff	1.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00
Other Staff	0.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Purchased Services								
Rent	\$ 220,156.08	\$ 242,069.65	\$ 222,684.29	\$ 233,487.96	\$ 235,722.00	\$ 237,956.04	\$ 237,956.04	\$ 237,956.04
Utilities	89,224.11	79,962.72	66,103.06	82,000.00	84,460.00	86,993.80	89,603.61	92,291.72
Other Facility Costs	353,138.00	71,555.75	188,643.42	48,000.00	49,440.00	50,923.20	52,450.90	54,024.42
Insurance	5,953.68	11,347.39	12,865.34	14,700.00	16,000.00	16,480.00	16,974.40	17,483.63
Management Fee	367,207.07	347,011.83	341,642.39	378,852.93	430,230.24	436,488.13	461,519.71	472,471.03
Sponsor Fee	69,106.00	63,136.63	59,697.05	71,034.92	80,668.17	81,841.53	86,534.95	88,588.32
Audit Fees	7,245.20	10,402.70	8,444.30	8,965.00	9,233.95	9,510.97	9,796.30	10,090.19
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	85,000.00	43,500.00	59,305.00	87,000.00	89,610.00	92,298.30
Legal	19,222.87	18,348.93	18,587.50	15,000.00	15,450.00	15,913.50	16,390.91	16,882.63
Marketing	4,205.33	51,396.95	44,020.29	24,000.00	24,720.00	25,461.60	26,225.45	27,012.21
Consulting	33,213.04	34,785.02	122,123.30	388,998.11	523,498.69	511,680.41	237,011.78	244,138.59
Salaries and Wages	1,213,947.36	985,931.72	1,083,713.64	1,100,000.00	1,170,000.00	1,200,000.00	1,225,000.00	1,250,000.00
Employee Benefits	267,219.91	204,940.09	239,051.56	232,000.00	245,920.00	260,675.20	268,495.46	276,550.32
Special Education Services	174,438.94	86,862.04	21,930.43	22,000.00	22,660.00	23,339.80	24,039.99	24,761.19
Technology Services	62,156.41	50,281.51	36,135.40	45,000.00	46,350.00	47,740.50	49,172.72	50,647.90
Food Services	176,262.00	148,711.05	84,909.69	250,000.00	257,500.00	265,225.00	273,181.75	281,377.20
Other	-	223,365.55	25,352.42	45,250.00	46,607.50	48,005.73	49,445.90	50,929.27
Total	\$ 3,062,696.00	\$ 2,630,109.53	\$ 2,660,904.08	\$ 3,002,788.92	\$ 3,317,765.55	\$ 3,405,235.40	\$ 3,213,409.85	\$ 3,287,502.96
Financial Metrics								
Debt Service Payments	\$ -	\$ 292,404	\$ (375,028)	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00%	35.75%	22.44%	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	-5.67%	-3.93%	8.11%	13.64%	1.45%	5.73%	2.37%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	-7.14%	-5.77%	15.44%	13.49%	1.46%	5.72%	2.38%
Growth in Non-Operating Receipts/Expenses	0.00%	-63.67%	113.39%	5.50%	18.31%	-7.23%	-49.95%	2.99%
Days of Cash	0.00	0.08	0.02	0.03	0.07	0.13	0.18	0.19

Assumptions Narrative Summary

Fiscal Year 2022-2026 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

- *FY2019, FY2020 and FY2021 From Audited Financials and Footnotes
- *The School Fund Balance and Accounting is Maintained On An Accrual Basis Annually Excluding Gasb 68 and 75
- *FTE Expected To Be 242in FY22, 275 in FY23, 279 in FY24, 295 in FY25, and 302 in FY26
- *State Basic Foundation Is Calculated By Multiplying the FTE To the Per Pupil Blended Average Revenue Amount, As According To the Community Settlement Reports, or **\$9,778** Per Pupil.
- *Facilities Funding Will Be \$500/FTE for FY22-26
- *ESSER Grants End in FY24 & SQIG in FY23.
- *Management Fees Calculated at **16%** Of Operating Revenues
- *Management Agreement with Educational Empowerment Group
- *School Management Contract Expires **6/30/22** and Auto Renews For **Two** Consecutive Terms
- *Other Operating Revenues Include Miscellaneous Student Deposits for Fundraisers and Field Trips
- *Salaries and Wages Are a Purchased Service From the Management Company
- *Benefits are 14% of Salaries and Wages for Employer Retirement Costs. Additionally, There Are Medical Insurance Premiums and Payroll Taxes
- *Rent Is \$19,457.33 Per Month through FY2022, Increases At A Fixed Rate Based On The Contract
- *Utilities Expected To Increase By 3% Each Year
- *Other Facility Costs Include Printer/Copier Costs, Lawn Maintenance, and General Repairs with An Expectation To Increase By 3% Each Year
- *Insurance Includes D&O And General Liability Insurance Premiums. Anticipated To Increase By 3% Per Year
- *Transportation Costs will Rise with FTE or 3% Each Year.
- *Legal Fees Are the Responsibility of the School and Anticipated To Rise By 3% Each Year Due To Inflation
- *Marketing Costs Forsee No New Campaigns and Therefore Expected To Increase By 3% Each Year With Inflation
- *Consulting Includes Treasury Services, Contracted Staff, Recruitment Costs, and Strategic Advising
- *Consulting Services Include Marcum LLP Treasury, Stephanie Ataya , Services through FY2026 at a 3% Inflation Increase.
- *Other Purchased Services include costs for Payroll Processing, Instructional Services, Professional Development, Postage Costs and Security Services
- *Supplies and Materials Will Increase With FTEs, or 3%, Each Forecasted Year
- *The School's Capital Outlay Includes Depreciation Costs for Current Assets
- *Other Operating Disbursements Include Bank Fees, Membership Fees, Any Non-Instructional Board Expenses, and other Miscellaneous Costs Not Classified In Any Other Category
- *Grant Funding Will Increase Steadily By 3% Each Year
- * The School Anticipates Total Expenditures Per FTE To Be The Following Over The Next 5 Years; *FY2022 - \$13,735, FY2023- \$13,673, FY2024- \$13,626, FY2025- \$11,729, FY2026 \$11,722*
- *The School Has No Debt and Does Not Foresee Any Debt

STATE OF OHIO DEPARTMENT OF EDUCATION
5 Year School Treasurer School Treasurer License

STEPHANIE LYNN ATAYA

THIS LICENSE AWARDED TO

OH3101124

EDUCATOR STATE ID

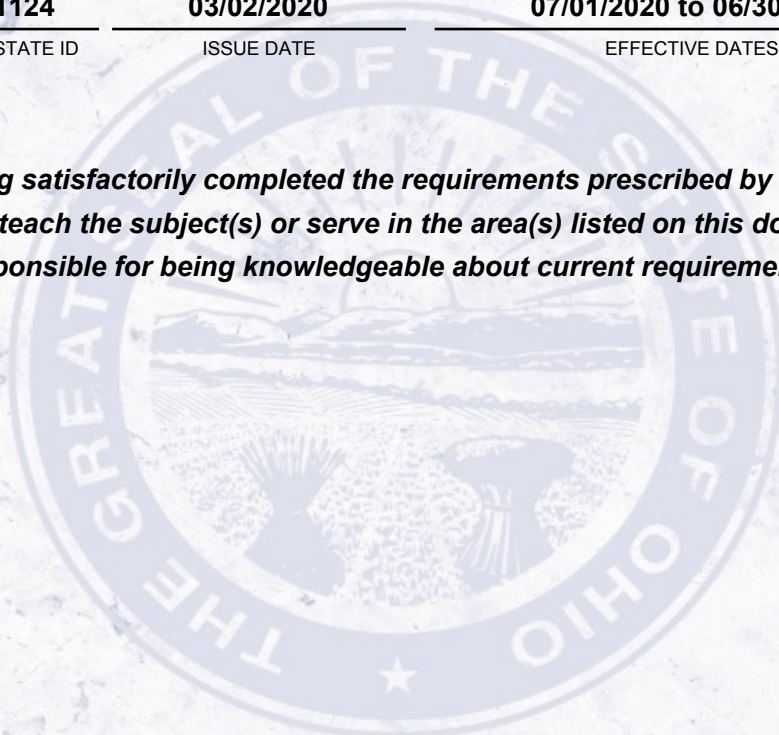
03/02/2020

ISSUE DATE

07/01/2020 to 06/30/2025

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 # 21824485

Employers may verify this credential by going to Educator Profile on 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.

Paolo DeMauro

Superintendent of Public Instruction



Liberty Mutual Surety
 Attention: LMS Claims
 P.O. Box 34526
 Seattle, WA 98124
 Phone: 206-473-6210
 Fax: 866-548-6837
 Email: HOSCL@libertymutual.com
 www.LibertyMutualSuretyClaims.com

PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

No. **999123762**

That we Stephanie Ataya
 of 521 Brentwood Blvd., Copley, OH 44321
 (Insert Full Name [top line] and Address [bottom line] of Principal)
 , as Principal and The Ohio Casualty Insurance Company , a corporation organized and existing under the laws of the State of New Hampshire , (hereinafter called the Surety, are held and firmly bound unto Bridge Gate Community School
3850 Sullivant Ave., Columbus, OH 43228

(Insert Full Name [top line] and Address [bottom line] of Obligee)
 in the aggregate and non-cumulative penal sum of Twenty-five Thousand Dollars And Zero Cents
 (\$25,000.00) DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Treasurer
 for a term beginning on July 19, 2021 and ending on July 19, 2022 .

Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to Bridge Gate Community School
3850 Sullivant Ave., Columbus, OH 43228 and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the 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 cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the 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 the control of the Principal, whether or not such banks or depositories were or may be selected or designed 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 may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED July 29, 2021

Stephanie Ataya

The Ohio Casualty Insurance Company

By: Timothy A. Mikolajewski

Timothy A. Mikolajewski
 Bridge Gate Community School
 PAGE 1 OF 2

Attorney-in-Fact
 6/1/2022 124



OATH OF OFFICE

STATE OF _____ }
County of _____ } SS

I, _____,
do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of _____ and that I will discharge the duties of my office of _____ with fidelity; that I have not paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other valuable thing to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office than the compensation allowed by law. So help me God.

Sworn to and subscribed before me this _____ day of _____, _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Stephanie Ataya
Agency Name: Hylant Group Inc. Bond Number: 999123762
Obligee: Bridge Gate Community School
Bond Amount: (\$25,000.00) Twenty-five Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 29th day of July, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary



April 7, 2021

Board of Directors
Bridge Gate Community School
High School
4060 Sullivant Avenue
Columbus, OH 43228

Re: Ohio School Treasury Services for the year June 30, 2022

Dear Board of Directors:

Thank you for choosing Marcum LLP (“Marcum,” “we,” “us” or “our”) to provide school treasury services for Bridge Gate Community School High School (“Client,” “School,” “Board”, “you” or “your”).

The purpose of this Engagement letter, including **Attachment A -Treasury Services and Attachment B- Marcum LLP Engagement Terms**, (collectively, the “Agreement”), is to document the understanding between Marcum and Client related to the school treasury services (the “Services”) for the School for the year ending June 30, 2022.

The “Treasurer” provided in this Agreement by Marcum and agreed to by you, is recognized by the State of Ohio as an Officer of the School (sometimes referred to as Fiscal Officer) and serves in a fiduciary capacity to the School in accordance with all applicable laws, rules and regulations. The Treasurer will remain licensed and authorized to serve during the term of the engagement. In connection with performing the function of a treasurer, the Treasurer will continue to carry a bond payable to the state. The Treasurer will procure bond and insurance coverage for the School’s directors and officers as requested by the School pursuant to its Sponsor Agreement.

School Services

During the term of our engagement, we will perform Services included **on Attachment A Treasury Services**.

It is understood that our responsibility for such Services will encompass only periods covered under this Agreement and will not extend to any subsequent periods for which we are not engaged. If the School closes Marcum may be separately engaged to perform additional services pursuant to a separate written agreement between the parties for the closure/wind-up and period until the issuance of the last audit report by the Auditor of State of Ohio.



During this engagement, the monthly financial statements produced by the Treasurer are issued in a fiduciary capacity and considered internally prepared financials of the School by the Fiscal Officer (Treasurer) of the School and are not considered independent attestation engagements of Marcum. The internally prepared monthly financial statements of the School are prepared at the direction of the Treasurer and will exclude all elements of GASB 68 and 75, be labeled “Unaudited”, and will be sent to the School’s Sponsor by the Sponsor’s contracted due date.

In order to have timely financials submitted for audit, we will provide all information necessary to your GAAP compiler to produce GAAP Basis financial statements, except calculations and schedules related to GASB 68 and 75.

We are not being engaged to prepare compiled, reviewed or audited financial statements or perform compilation, review or audit services. Accordingly, our work in this engagement is not intended to result in the preparation or issuance of a compiled, reviewed or audited financial statement. However, as indicated in the Schedule of Services, the Treasurer will work with the audit team assigned by the Auditor of State’s office in order to respond to any requests made. If the requests relate to non-financial items, the Treasurer will coordinate a reply from the responsible party.

Your Responsibilities

The Treasurer will not perform management functions or make management decisions for you. However, the Treasurer, will provide advice, research materials and recommendations to assist your management in performing its functions and making decisions.

In the course of the engagement, the Treasurer will be expected to sign documents in his/her role as an appointed Officer of the School as defined in the School’s Code of Regulations, a copy of which the School will provide to the Treasurer. Any documents signed will be a reflection of items approved by the “Board”.

The above Services will be performed based on data and information made available to us by you or on your behalf. We will not verify or audit this information. None of these services can be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

As a condition to our performing the Services described above, you agree to:

- Make all management decisions and perform all management functions.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the Board or School’s use of the Services.
- Approve policies for accounting, internal control, and electronic payment (PEX card, credit card or otherwise).

Timing

We have mutually agreed to commence work for the Services described in this Agreement as outlined in **Attachment A** on July 1, 2021.

You acknowledge that we must have adequate time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. We may provide you with a request for information and you must respond to these requests completely and accurately. Should we not receive such information and assistance from you with sufficient time to complete the Services, then you acknowledge that we can give no assurances that our Services will be completed prior to the time required by law.

Unless specified herein as our responsibility to provide, you shall have obtained for us, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for Marcum to perform the Services contemplated hereunder (including use of any necessary software or data). You shall also provide us, on a timely basis, with such information, approvals and assistance as may be necessary to our work or as may reasonably be requested.

Fees and Payment Terms

Our fee will be based on the services to be provided hereunder. You will also be billed for travel and other out-of-pocket costs as incurred as more fully described in attachment **A** under “Fees”. Our full monthly fee is earned and payable for any month that this Agreement is effective.

Our invoices will be issued on or prior to the end of each month of Service and payable upon issuance.

Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due sixty (60) days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this Agreement, and you agree that we are not responsible for the impact on the Company of any delay that results from such non-payment by you.

Other Matters

Marcum’s engagement for the preparation of IRS Form 990 may be included in a separate engagement letter if the School determines to engage Marcum for such preparation.

Agreement

This Agreement, including its Attachments, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The letter may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. The agreements of the parties contained in the engagement letter will survive the completion or termination of this engagement. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force.

If you agree with the terms of our engagement, as described in this letter, please sign the engagement letter and return it to us by email and we will send you a fully executed copy.

We appreciate the opportunity to serve you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP

Jeffrey Foster

Jeffrey Foster CPA
Licensed Ohio School Treasurer

AGREED AND ACCEPTED:

This Agreement correctly sets forth the agreement by Bridge Gate Community School High School

Signature:  AD003E645FCF423

Board President

Title: _____

Date: 5/24/2021

1. Licensed & Bondable Ohio School Treasurer- Provided**2. Banking**

- a. Board will name treasurer as signer on all school bank accounts. We don't anticipate, but may request addition of assistant treasurer as signer during course of contract.
- b. Deposits and transfers when needed.
- c. Reconcile bank to books monthly.
- d. Wire transfers if needed.
- e. Maintain ACH Listing.
- f. Investigate and correct bank errors
- g. Stop payments when needed.

3. Bill Pay and Accounts Payable

- a. Maintain listing of management approved invoices
- b. Bi-weekly bill pay runs.
- c. Pay / Process director's board meeting stipends no later than 2 business days after the meeting.
- d. Expedited payment (overnight / 2-day/ Normal US Mail) when regularly scheduled bill run is not adequate.
- e. Respond to vendor questions about payments.

4. Accounting

- a. Accounting records and ledger is maintained such that monthly, Year to Date Statement of Net Position and Statement of Changes in Net Position (excluding GASB 68 and 75) can be presented to the sponsor. This includes recording any known material revenue receivables or expense accruals each month and maintaining Capital Asset records.
- b. Assist in revision of accounting policies as necessary.
- c. Accounting for year-end, June 30, is held open until GAAP financial information is provided to GAAP provider.
The year will only be reopened for any newly issued bill, expense accrual, or receivable that is deemed material.

5. Reporting

- a. Monthly: Statement of Net Position and Statement of Changes in Net Position (excluding GASB 68 and 75) Year to Date. This report will also include any additional schedules requested by the sponsor to fulfill the monthly financial reporting requirement.
- b. Provide GAAP Provider with reconciled accounting records so that nature of the GAAP provider work is related to GASB 68 / 75 and report preparation.
- c. ODE annual period H reporting is required on a cash basis of accounting. Our office will convert and report annual financial information to the ODE to fulfill the reporting requirement.
- d. Annual Budget, Semi Annual Budget revision, and Semiannual Five Year Forecasts: We will work with management and Board committees to provide an annual budget and five year forecast for Board review and approval by the October deadline. In addition, we will prepare a budget revision leading up to the May Five year forecast.
- e. Annual Vendor 1099 preparation: Filed for required vendors based on calendar year payments.

6. Title Grant Approver and CCIP Reporting

- a. After approval by the schools CCIP administrator, our office will timely approve title applications, revisions, and PCR requests during our engagement.
- b. Completion of CCIP Final Expenditure Report and 9/30 report with assistance from the schools CCIP coordinator\ administrator.

7. Meeting Presentations \ Questions

- a. A representative will be available for dial-in to present financial information and filed questions for scheduled Board meetings- up to 6 per year.
- b. We will respond to requests from management, board members, legal counsel, or the sponsor.

8. Auditor of State- Annual Financial Audit

- a. We will work with the audit team assigned by the Auditor of State office in order to satisfy any requests made. If the requests relate to non-financial items, we will coordinate a reply from the responsible party.
- b. We will communicate results of audit to the Board or Board Audit committee.

9. Outside of Scope Services:

- a. In the course of providing comprehensive treasury services, it can be reasonable to expect there might require tasks that cannot be regularly anticipated and are not listed above.

We will include 6 hours of out of scope services as part of the engagement and will provide a running total of those amounts on the monthly billing. Any out of scope services in excess of 6 hours will be discussed and reviewed with the Board for approval at the time of service and before it is billed and will be at a rate of \$125 Hr.

- b. Examples of out of scope services are on next page.

10. Fees-

- a. The services listed above will be provided for July 1, 2021 to June 30, 2022 at a rate of \$2,925 per month.
- b. Mileage at standard federal mileage rate will be billed when required to physically attend.
- c. As in the past, we will continue to use third party services that allow us to expeditiously provide the services listed above. By agreeing to this engagement, you are also agreeing to us using these providers on your behalf. If the fees for these services are paid for by our office, we will bill you for those costs.
- d. Third party providers used:
 - i. Bill.com (maintaining accounts payable, mailing and postage costs ,stop payment fees)
 - ii. 1099.com (or similar service)
 - iii. QuickBooks

Examples of Out of Scope Services

- i. Title Grants Reviews
- ii. Title Grants Maintenance of Effort Failure-Resolution
- iii. Other ODE program reviews
- iv. Budgets / Projections in excess of 2 per year.
- v. Ohio Shared Services / DUNS updates
- vi. Public records requests
- vii. ODE Surveys
- viii. Insurance Applications
- ix. School Closure Procedures and Reporting

Attachment B**MARCUM LLP ENGAGEMENT TERMS**

These terms in this Attachment B apply to the Agreement described in any engagement letter referencing them (and supersede any inconsistent terms) but shall also apply to any additional work we may be asked to perform for Client within twelve months of any such engagement letter (unless a separate engagement letter is used). In the event that there is a conflict between the engagement letter and this Attachment B, the terms of this Attachment B shall control. All capitalized terms used herein that are undefined shall have the meaning provided elsewhere in the Agreement.

Cooperation and Participation, Effect on Fees. Client's management is responsible for approving transactions in the books of accounts and for the safeguarding of assets and for providing substantially accurate financial records. Marcum shall endeavor to be alert to any information provided by or on behalf of Client that is incorrect or missing and shall apply its normal diligence in this regard; nevertheless, Marcum shall be entitled to rely on the accuracy, completeness, and reliability of all information provided by, and on all decisions and approvals of, Client (and Client's retained advisors, consultants, or legal counsel). Client's management shall be solely responsible for applying independent business judgment with respect to Marcum's Services and work product (including decisions on implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. Further, Client is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing the services provided and evaluating the adequacy and results of the Services performed.

1. Use and Reliance. Marcum's working papers are the property of Marcum. We will retain the documentation in accordance with the School's document retention policies and as required by law, which may be amended from time to time. Marcum's work product resulting from the engagement (except for copies of filed tax returns) is solely intended for Client's use for the specific purpose provided and no other purpose. Unless otherwise agreed to in writing by Marcum, our work product is not to be relied upon by any third parties in any manner or for any purpose; this engagement does not create any privity between Marcum and any third party. Client shall indemnify Marcum and its personnel from third party claims, liabilities costs and expenses for the School or Board's unauthorized use of Marcum's work product. The conclusions expressed in our deliverables are based upon the facts presented by Client or by others on Client's behalf and may be inapplicable if the actual facts differ from those presented in any respect.
2. Agreed Upon Scope of Work. Marcum shall be obligated only for work or deliverables specified in the Agreement referencing these terms, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. To the extent all specific details of the engagement are not so documented, the parties shall work diligently and in good faith to document them at the request of either party. Unless expressly provided for, Marcum's Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Except as otherwise agreed by the parties in writing, Marcum's engagement ends on completion of the services or expiration or termination of this Agreement.

Our Services under this Agreement and this Attachment B do not constitute legal or investment advice. We recommend that you retain competent legal counsel and investment advisers.

To the extent that we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation)

in which we are not a party as a result of our prior or future services to you, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession and this Agreement.

3. Legal and Regulatory Change. Marcum may periodically communicate changes in laws, rules or regulations to Client. However, Client has not engaged Marcum, and Marcum does not undertake an obligation, to advise Client of changes in laws, rules, regulations, industry or market conditions, Client's own business practices or other circumstances, except to the extent required by professional standards. The conclusions expressed in our deliverables hereunder are based upon the tax laws as of the date of Service, which are subject to change, and our conclusions are limited solely to the matters for which we were engaged. Marcum will not update its conclusions should the law change unless specifically engaged to do so.
4. External Factors: Standards of Performance. Client acknowledges that this engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, evaluation of Marcum's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. Except as otherwise agreed by the parties in writing, Marcum is not responsible for updating any work after completion of the Services or expiration or termination of this Agreement.
5. Marcum Personnel. Marcum strives to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, you agree to the following: In the event that any of our employees accepts a position of employment with your School, or any of its related parties or affiliates at any time while we are performing services for you or within one year thereafter, irrespective of whether they've worked on your account or not, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

If you need a permanent employee and would like assistance in locating this type of individual, we can provide personnel search assistance for a fee to help you locate and hire a qualified individual.

6. Confidentiality. To the extent that, in connection with this engagement, Marcum comes into possession of any proprietary or confidential information of Client, Marcum will not disclose such information to any third party without consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Marcum in breach hereof, (ii) is disclosed by Client to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to Marcum on a non-confidential basis from a source other than Client which Marcum believes is not prohibited from disclosing such information to Marcum by obligation to Client, (iv) is known by Marcum prior to its receipt from Client without any obligation of confidentiality with respect thereto, or (v) is developed by Marcum independently of any disclosures made by Client to Marcum of such information. In addition, Client acknowledges and agrees that any such information that comes to the attention of Marcum in the course of performing this engagement may be considered and used by Marcum in the context of responding to its professional obligations as the independent accountants for Client. Solely to the extent that information obtained from Client is protected health information pursuant to the Health Insurance Portability and Accountability Act (as amended from time to time, "HIPAA"), this Agreement shall be

deemed to incorporate all terms that HIPAA requires to be included in a business associate contract relating to such information.

7. **Business Risk Allocations.** Client agrees that Marcum's liability arising out of the Services and any related work product or other deliverables provided shall in no event exceed the total amount received hereunder for the portion of the work giving rise to liability; nor shall Marcum be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity). This shall be your exclusive remedy. Also, because of the importance of the information that Client provides with respect to Marcum's ability to perform the Services, Client hereby releases Marcum and its partners, principals and employees from any liability, costs, fees, expenses, and damages (including defense costs) relating to the Services hereunder which are attributable to any information provided by Client personnel and Client's agents that is not complete, accurate or current.

Client shall, upon the receipt of written notice, indemnify Marcum, and its partners, principals and employees, from any liability, costs, fees, expenses, and damages (including defense costs) associated with any third-party claim arising from or relating to Client's misrepresentations, or false or incomplete information provided to Marcum in the performance of its Services, or third party reliance on Marcum's work product or deliverable.

No action, regardless of form, arising out of the Services provided under this Agreement may be brought by either party more than one year after the date the last Services were provided under this Agreement.

8. **Waiver of Jury Trial; Jurisdiction and Venue; Governing Law.**

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO CLIENT IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT:

Marcum and Client each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and/or the Services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party..

The terms and provisions of this Agreement, any course of conduct, course of dealing and/or action of Marcum and/or Client and our relationship with you shall be governed by the laws of the State of New York to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either Marcum or Client, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

9. **Termination.** We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment: our independence has been impaired; we can no longer rely on the integrity of management; or there may be a violation of applicable law, regulations or standards, a conflict of interest, or damage to our reputation), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this Agreement may require, plus applicable interest, costs, fees and attorney's fees. Upon termination by either party, Treasurer shall return all documents regarding the School's finances and or assets to the School promptly, provided that Marcum may maintain such information for document retention purposes or consistent with professional standards, applicable law, rule or regulation.

10. General.

- (a) We shall not be liable for any delay or failure in performance due to circumstances beyond our reasonable control.
- (b) This engagement is being undertaken solely for the benefit of Client and no other person or entity shall be authorized to enforce the terms of this Agreement. Accordingly, except to the extent expressly provided herein to the contrary, there are no third-party beneficiaries under this Agreement.
- (c) Except as otherwise required by applicable law, Client shall not make any public announcements in respect of this Agreement or otherwise communicate its terms without Marcum's prior written consent. However, the parties acknowledge that this Agreement and services described herein will be approved by the Client at a public meeting notice of which will be publicly announced.
- (d) Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, or agency relationship.
- (e) Client shall not assign any rights, obligations or claims relating to this Agreement.
- (f) If any portion of the Agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

OVERVIEW:

The Performance Accountability Plan sets out the performance standards and/or performance requirements as measured annually. The Performance areas include Academic, Financial, Organizational/Operations and Governance/Legal.

ERCO EVALUATES FINANCIAL VIABILITY IN THE FOLLOWING INDICATORS:

1. SCHOOL MANAGES CASH FLOW AND MAINTAINS RESERVES TO COVER OPERATING EXPENSES
2. THE SCHOOL PAYS CREDITORS AND VENDORS
3. THE SCHOOL PAYS A MAJORITY OF ITS BILLS WITHING 30 DAYS
4. THE SCHOOL MAINTAINS A HEALTHY BALANCE BETWEEN THE DEBT AND MONTHLY INCOME
5. THE SCHOOL HAS PAYMENT PLANS IN PLACE, REDUCE OUTSTANDING DEBT OVER 60 DAYS
6. THE SCHOOL PROJECTED ANNUAL EXPENSES ARE ALIGNED WITH PROJECTED REVENUE
7. FINANCIAL REPORTING TO GOVERNMENT AGENCIES ARE CURRENT
8. FINANCIAL REPORTING TO THE SPONSOR IS ACCURATE AND TIMELY

ERCO EVALUATES THE SCHOOL WITH THE FOLLWING RATE SCALE, AND WITH THE BELOW MEASUREMENTS AND METRICS:

- EXCEEDS EXPECTATIONS = 4 Pts.
- MEETS EXPECTATIONS = 3 Pts.
- APPROACHES EXPECTATION = 2 Pts.
- BELOW EXPECTATIONS: = 1 Pt.

EXCEEDS EXPECTATIONS: The school maintains reserves that will cover 60 or more days of its typical operating expenses, the schools' invoices are paid within 5 business days and 90% of the school's bills are outstanding 30 days or fewer days. Less than 10% of monthly income is committed to repayment of debt over 60 days outstanding. Financial reports are consistently accurate and submitted by the 8th of each month.

MEETS EXPECTATIONS: The school maintains reserves that will cover 30-59 days of its typical operating expenses, invoices are paid within 6-20 days, and 80-90% of the school bills

PERFORMANCE AND ACCOUNTABILITY PLAN – FINANCIAL PERFORMANCE GOALS

are outstanding 30 or fewer days. 75-89% of outstanding debts are on repayment plans and financial reports are consistently accurate and submitted by the 15th of each month.

APPROACHES EXPECTATIONS: The school maintains reserves that will cover 15-29 days of its typical operating expense, the invoices are paid within 21-49 and 60-79% of the school bills are outstanding 30 days or fewer. 25-74% of the schools outstanding debts are on repayment plans and the financial reports are consistently accurate but were submitted after the 15th of the month up to 3 times in the most recent year.

BELOW EXPECTATION: The school maintains reserves that will cover less than 15 days of its typical operating expenses, the school invoices are after 50 days or more days. 59% or less of the school bills are outstanding 30 days or fewer, and less than 25% of the outstanding debts are on repayment plan. The school financial reports are consistently inaccurate and/or were submitted after the 15th of the month 4 or more times within the most recent year.

COMPLETING THE PERFORMANCE FRAMEWORK

- The school will complete its Performance Goals for each indicator. The school will forecast its performance goals for each contracted year for each indicator. The rating is as follows: *4 = Exceeds Expectations, 3 = Meet Expectations, 2 = Approaching Expectations, and 1 = Below Expectations.*
- ERCO will annually evaluate the School Performance goals to the actual end of the year performance. The results will be included in the Annual High Stakes Performance Review.

PERFORMANCE AND ACCOUNTABILITY PLAN

FINANCIAL PERFORMANCE GOALS

SCHOOL NAME:

DATE COMPLETED:

GOAL INDICATORS	RATING SCALE	MEASUREMENT AND METRICS	18-19	19-20	20-21	21-22	22-23	23-24	24-25
1. The school manages cash flow and maintains reserves to cover operating expenses.	4 = Exceeds Expectations	<i>The school maintains reserves that will cover 60 or more days of its typical operating expenses.</i>	2	2	2	2	3	3	3
	3 = Meets Expectations	<i>The school maintains reserves that will cover 30-59 days of its typical operating expenses.</i>							
	2 = Approaches Expectations	<i>The school maintains reserves that will cover 15-29 days of its typical operating expenses.</i>							
	1 = Below Expectations	<i>The school maintains reserves that will cover less than 15 days of its typical operating expenses.</i>							
2. The school pays its financial obligation to vendors and creditors in a timely manner.	4 = Exceeds Expectations	<i>The school's invoices are paid within 5 business days according to ERCO financial analysis.</i>	2	2	3	3	3	3	3
	3 = Meets Expectations	<i>The school's invoices are paid within 6-20 days, according to ERCO financial analysis.</i>							
	2 = Approaches Expectations	<i>The school's invoices are paid within 21-49 days, according to ERCO financial analysis.</i>							
	1 = Below Expectations	<i>The school's invoices are after 50 or more days, according to ERCO financial analysis.</i>							
3. The school is able to pay the majority of its bills within 30 days.	4 = Exceeds Expectations	<i>90-100% of the school's bills are outstanding 30 or fewer days.</i>	2	2	2	3	3	3	3
	3 = Meets Expectations	<i>80-89% of the school's bills are outstanding 30 or fewer days.</i>							
	2 = Approaches Expectations	<i>60-79% of the school's bills are outstanding 30 or fewer days.</i>							
	1 = Below Expectations	<i>59% or less of the school's bills are outstanding 30 or fewer days.</i>							
4. The school maintains a healthy balance between the debt and monthly income.	4 = Exceeds Expectations	<i>Less than 10% of monthly income is committed to repayment of debt over 60 days outstanding.</i>	2	2	2	2	3	3	3
	3 = Meets Expectations	<i>10-25% of monthly income is committed to repayment of debt over 60 days outstanding.</i>							
	2 = Approaches Expectations	<i>26-75% of monthly income is committed to repayment of debt over 60 days outstanding.</i>							
	1 = Below Expectations	<i>More than 75% of monthly income is committed to repayment of debt over 60 days outstanding.</i>							
5. The school has repayment plans in place to reduce outstanding debt over 60 days outstanding.	4 = Exceeds Expectations	<i>90-100% of the school's outstanding debts are on repayment plans.</i>	3	3	3	3	3	3	3
	3 = Meets Expectations	<i>75-89% of the school's outstanding debts are on repayment plans.</i>							
	2 = Approaches Expectations	<i>25-74% of the school's outstanding debts are on repayment plans.</i>							
	1 = Below Expectations	<i>Less than 25% of the school's outstanding debts are on repayment plans.</i>							

6. The school's projected annual expenses based on YTD expenditures are closely aligned with the projected annual revenue.	4 = Exceeds Expectations	Projected annual revenue exceeds projected annual expenses by 15% or more.	3	3	3	3	3	3	3
	3 = Meets Expectations	Projected annual revenue exceeds projected annual expenses by 5-14%.							
	2 = Approaches Expectations	Projected annual revenue is up to 5% greater than or up to 5% less than projected annual expenses.							
	1 = Below Expectations	Projected annual expenses exceed projected annual revenue by 5% or more.							
7. The school's financial reporting to government agencies are current and compliant. And payments to taxing agencies, worker compensation, retirement funds, lender agencies, and etc are not in a state of default or delinquency.	4 = Exceeds Expectations	All reporting and payments are current and without FTE errors.	3	3	3	3	3	3	3
	3 = Meets Expectations	All reporting and payments are current, and reflect fewer than 10% FTE errors.							
	2 = Approaches Expectations	Reporting is not current, payments are not current, OR reporting reflects greater than 10% FTE errors.							
	1 = Below Expectations	Reporting is not current, payments are not current and/or reporting reflects greater than 10% FTE errors.							
8. The school financial reporting to the sponsor is prompt, consistent and accurate.	4 = Exceeds Expectations	Financial reports are consistently accurate and submitted by the 8th of each month.	4	4	4	4	4	4	4
	3 = Meets Expectations	Financial reports are consistently accurate and submitted by the 15th of each month.							
	2 = Approaches Expectations	Financial reports are consistently accurate, but were submitted after the 15th of the month up to 3 times in the most recent year.							
	1 = Below Expectations	Financial reports are inaccurate or were submitted after the 15th of the month 4 or more times in the most recent year.							
SCORING: <ul style="list-style-type: none"> • EXCEEDS EXPECTATIONS = 4 • MEETS EXPECTATIONS = 3 • APPROACHES EXPECTATIONS = 2 • BELOW EXPECTATIONS = 1 									

ATTACHMENT 5

- A. Description of Facility
- B. Suspension and/or School Closing Procedures
- C. Facility Lease Agreement or copy of Sales Contract and related documents. Recorded Conveyance Documents.

Description of Facility

Bridge Gate Community School will operate in two locations the High School is located at 4060 Sullivant Ave. Columbus, Ohio 43228. This location was a former office facility however; the property is completely handicap accessible with five exits to a large parking lot.

The Elementary School is located at 3850 Sullivant Avenue, Columbus, Ohio 43228. This location is a two-story building with space to accommodate classrooms, offices, and a large lunch room. The property is handicap accessible and has 2 exits, a large parking lot and playground space.

The School pays particular attention to compliance in the following areas: fire exits, parking, traffic, sprinkler systems, alarm systems, and keeping inspections current. The School uses facilities which comply with Ohio Building and Fire Codes pursuant to Chapter 3781.

The school has worked with local officials and is in complete compliance with all zoning regulations, building and renovation permits, safety codes, occupancy permits and all other applicable federal, state and local laws and regulations as required.

Bridge Gate's Governing Authority leases the High School property from CO Real Estate LLC. for the amount of \$6143.00 per month with gradual rate increases through the term of the lease. The lease expires on June 2024 with a 2nd term option for an additional 3 years through 20247. Bridge Gate will have the use of the entire facility.

Bridge Gate's Governing Authority leases the Elementary School properly from Hillo Real Estate, LLC. The lease amount is for \$13,000 sqft at \$13500 per month and expires on June 30, 2025 with an option for an additional 5 years.

The facilities are designed to be responsive to the students and will provide a physical environment that is comfortable, safe, secure, accessible, and aesthetically pleasing.

A self-contained classroom can no longer provide for the variety of learning settings necessary to support students with disabilities, project-based learning, and student's individual needs. The facility and space is designed as a student-centered learning environment to support multiple student needs.

EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC. (“ERCO”)

Community School: Suspension and/or School Closing Procedures

ERCO is primarily responsible for ensuring an orderly process is followed when a school closes or operations are suspended.

CLOSURE

Under state law (Ohio Revised Code 3314.023), ERCO must monitor and oversee the school’s compliance with law, administrative rules and contract provisions, including requirements related to school closure.

SUSPENSION

ORC 3314.072 establishes the conditions under which a school may be suspended, along with a school’s procedural rights. ERCO follows these procedures.

RECORDS

ERCO must assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education and other interested entities are secured and available as needed during the closeout process. Records include: (1) student records; (2) staff records; and (3) administrative records. ERCO shall secure all school records (student, personnel, fiscal, etc.) prior to closing and maintain according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy.

ERCO’S GOALS

To provide and execute a plan for an orderly conclusion of the school’s affairs when the school is closed or suspended for any reasons permitted by law and/or the contract between ERCO and the school.

A school is considered closed or suspended when instruction has ceased and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school’s closure or suspension. A community school also is considered closed if Ohio Department of Education issues a notice to a school under the state’s automatic closure law, ORC 3314.35. In the case of both suspension and closure, ERCO and an authorized representative of the governing authority shall complete and sign the Suspension and Closing Assurance Template. ERCO shall make sure the school’s governing authority takes all reasonable and required actions to fully address suspension or closing issues. If the school’s governing authority fails to fulfill obligations with respect to orderly closure, ERCO assumes responsibility for all closure activities.

ERCO shall submit a Suspension and Closing Assurance Template for each closed community school attesting that all necessary notifications and actions are completed.

When possible, ERCO shall arrange completion of the final FTE review within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing. ERCO shall make an effort to ensure completion of the final FTE review prior to transfer of original student records to the district(s). ERCO shall monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, ERCO will make the necessary arrangements.

For mid-year closure or suspension, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools within ten days of notification. In the case of closure at the end of the school year, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools, via Epicenter, no later than May 31. ERCO shall use the Suspension and Closing Assurance Template for the estimated timeline.

LEASE AMENDMENT

THIS LEASE AMENDMENT made as of the 10th day of June, 2021, by and between CO Real Estate, L.L.C., a Michigan limited liability company (hereinafter referred to as the "Landlord"), and Bridge Gate Community School, Inc., an Ohio non-profit corporation (hereinafter referred to as the "Tenant").

WITNESSETH

WHEREAS, Landlord has entered into a Lease, as landlord, with Tenant, as tenant, which Lease is dated May 13, 2016, and evidence by a General Provisions of Office/School Lease Agreement attached as Exhibit A and Summary of Basic Lease Provisions attached as Exhibit B (collectively referred to as the "Lease") and covers the premises (the "Leased Premises") located at 4060 Sullivant Avenue, Columbus, Ohio 43204; and

WHEREAS, the Lease term will expire on June 30, 2021 and the parties desire to continue the term of the Lease; and

WHEREAS, the parties desire to make the modifications to the Lease hereinafter set forth.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. The foregoing recitals are incorporated herein by this reference. All capitalized terms used herein and not defined shall have the meaning set forth in the Lease.
2. The Initial Lease Term set forth in Paragraph 10 of the Summary of Basic Lease Provisions shall be extended (the "Extended Lease Term") for an additional period of three (3) years, commencing on July 1, 2021 and expiring on June 30, 2024 (the "Expiration Date").
3. The two Option Terms set forth in Paragraph 10 of the Summary of Basic Lease Provisions shall remain unchanged and Tenant's right to exercise both of said Options to Renew shall continue under the terms of the Lease.
4. For purposes of Paragraph 13 of the Summary of Basic Lease Provisions, the Monthly Base Rent payable by Tenant to Landlord, during each year of the Extended Lease Term, shall be as follows:

Extended Lease Term:

<u>Year</u>	<u>Monthly Base Rent</u>
1st Year	\$6,143.00
2nd Year	\$6,327.29
3rd Year	\$6,517.11

1 

5. For purposes of Paragraph 14 of the Summary of Basic Lease Provisions, the Monthly Base Rent payable by Tenant to Landlord, during each year of the first Option Term and each year of the second Option Term, shall be as follows:

First Option Term:

<u>Year</u>	<u>Monthly Base Rent</u>
1st Year	\$6,712.62
2nd Year	\$6,914.00
3rd Year	\$7,121.42

Second Option Term:

<u>Year</u>	<u>Monthly Base Rent</u>
1st Year	\$7,335.00
2nd Year	\$7,555.00
3rd Year	\$7,781.65

4. This Amendment may be executed in counterparts, and any executed counterparts shall be deemed as executed originals for all purposes.

5. A facsimile signature shall be deemed as an original signature.

6. All other terms of the Lease shall remain in full force and effect and continue during this Extended Lease Term as if set forth in this Lease Amendment.

7. Each individual executing this Amendment on behalf of Landlord and Tenant represents and warrants that he or she is duly authorized to execute and deliver this Amendment on behalf of Landlord or Tenant, each individual or entity is in fact the true Landlord or Tenant and that this Amendment is binding upon Landlord or Tenant. Each person executing this Agreement on behalf of Landlord or Tenant hereby covenants and warrants the Landlord and Tenant, as the case may be, is duly incorporated, formed or organized.

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



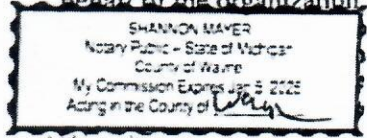
LANDLORD
CO REAL ESTATE, L.L.C., a Michigan limited liability company

By: Mayra Zamora
Mayra Zamora
Its: Member

LANDLORD'S ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF Wayne) ss:

On this 21 day of July, 2021, before me, a Notary Public, in and for said County, personally appeared Menc Zu, the Vice President of CO Real Estate, L.L.C., a Michigan limited liability company, on behalf of the organization.



[Signature]
Notary Public

TENANT
By: [Signature]
Bridge Gate Community School, Inc.
Its: _____

TENANTS'S ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF Franklin) ss:

On this 23rd day of November, 2021, before me, a Notary Public, in and for said County, personally appeared Mohamad Dallin, the Tenant of Bridge Gate Community School, Inc., an Ohio nonprofit corporation, on behalf of the organization.



DIONNE KING
Notary Public, State of Ohio
My Comm. Expires July 15, 2026

[Signature]
Notary Public

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Exhibit A
General Provisions of Office School Lease Agreement

4 (17)

Exhibit B
Summary of Basic Lease Provisions

5 (11)

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made effective JUNE 29, 2018 (the "Commencement Date") between Hillo Realstate, LLC, an Ohio limited liability company ("Landlord"), and Bridge Gate Community School, Inc., an Ohio non-profit corporation ("Tenant"), who hereby agree as follows:

§1. LEASE OF PREMISES

On the terms and subject to the conditions described in this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord "approximately 13,000+/- leasable square feet of space (the "Building") located on the real property located at 3850 Sullivant Ave, Columbus, Ohio 43228, Franklin County tax.

§2. TERM; OPTION TO RENEW THIS LEASE

- (a) The term of this Lease (the "Term") shall be for a period of 2 years and shall commence on the Commencement Date and end on June 30, 2020.
- (b) At the end of the original term of this Lease, Tenant shall have the option to renew this Lease for one (1) additional term of 5 years or less at the Tenant's discretion (the "Renewal Term"), provided that: (i) Tenant has not defaulted under this Lease and has fully performed all of its obligations under this Lease; and (ii) Tenant has given Landlord written notice of its election to exercise the option at least 180 days prior to the expiration of the original term of this Lease (or any Renewal Term, as applicable). The aforementioned Renewal Term shall be upon the same terms and conditions of this Lease, except that the Base Rent payable during the Renewal Term shall be at the greater of fair market value rent rates at the time of exercise of the option, as determined by Landlord, or the Base Rent for the immediately expiring original term or a Renewal Term, as applicable. Within 30 days after Tenant's written request sent to Landlord at any time Tenant is eligible to exercise the above option to renew, Landlord shall provide written notice of its determination of the fair market value renewal Base Rent rate for the Leased Premises then in effect.
- (c) In the event Tenant's charter for the operation of a charter school is terminated or suspended or should the state of Ohio cease to fund the Tenant prior to the expiration of the Lease Term, Tenant shall have the right to terminate the Lease upon notice to Landlord and payment of an early termination fee equal to ONE month rent payments.

§3. BASE RENT

During the Term, Tenant shall pay to Landlord base rent of \$13,500.00 per month in United States Dollars. All payments of Base Rent due under this Lease shall be due and payable in advance on or before the Commencement Date for the first month during the Term and on or before the first day of each calendar month thereafter, shall be made by normal business methods without demand, set-off, or deduction except as provided for hereunder:

§4 INSURANCE

At all times during the Term, Tenant shall maintain such insurance as Landlord may reasonably require, including without limitation, "all risk" insurance coverage insuring the full replacement value of Tenant's personal property in the Building, plate glass business interruption, and workers compensation insurance. Specifically, Tenant shall obtain and maintain during the Term, commercial general liability insurance written on an occurrence basis (including bodily injury, broad form property damage and blanket contractual liability), insuring Tenant's liability for loss of or damage to, property and injury to or death of third parties with a combined single limit of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. All such insurance must (i) be issued by reputable insurance companies of recognized financial responsibility licensed to sell such insurance in the State of Ohio; (ii) be in amounts not less than set forth above; (iii) provide that it may not be canceled except upon at least 30 days prior written notice to Landlord; and (iv) name Landlord (and, if requested by Landlord, any mortgagee of the Real Property) as an additional insured or loss payee, as appropriate.

If Tenant does or permits anything to be done in the Leased Premises, Building, or Real Property, or brings or keeps anything therein which may in any way increase the rate of fire or other insurance on the Building or on the Real Property kept therein, or conflict with any insurance policy upon the Building or any part thereof, or with any statutes, rules or regulations enacted or established by the appropriate governmental authorities, then Tenant shall pay to Landlord as Additional Rent all amounts necessary to reimburse Landlord for such increase or otherwise remedy such situation.

- (a) Notwithstanding anything in this Lease to the contrary but subject to the last sentence in this, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, managers, directors, partners, members, shareholders or employees, for any loss or damage that may occur to the Leased Premises, the Building, the Real Property or any property therein or thereon, by reason of any peril which is covered under the types of property insurance policies

required by this regardless of cause or origin, including negligence, and each covenants that no insurer shall hold any right of subrogation against such other party. The foregoing waiver shall not be effective and shall have no force or effect as to any party who fails to maintain the insurance required to be maintained by it under this

In addition to the foregoing, all such waivers of any claim, action, or cause of action shall also be effective to any person claiming by, through or under either Landlord or Tenant.

§5. QUIET ENJOYMENT

Provided that Tenant observes and performs the covenants and agreements imposed upon Tenant under this Lease, Tenant shall, at all times during the Term, peacefully and quietly have and enjoy possession of the Leased Premises without encumbrance or hindrance from Landlord.

§6. USE OF LEASED PREMISES; COMPLIANCE WITH LAWS

Tenant shall use the Leased Premises solely for school and child day care, preschool and vocational school purposes, and uses incidental thereto, and shall not permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord to that specific use. Tenant shall occupy and use the Leased Premises only in a careful, safe, and proper manner and shall not commit or permit any waste of or on the Leased Premises.

Tenant shall promptly comply or cause compliance with all laws, regulations, orders, and requirements of all federal, state, and local governments, courts, or other lawful authorities, which now or at any time hereafter may apply to or affect the Leased Premises or any business conducted on the Leased Premises, whether present or future, foreseen or unforeseen, ordinary or extraordinary, and whether or not presently contemplated by Landlord or Tenant. Tenant shall obtain, maintain, and comply with all permits, licenses, and other authorizations required for any use then being made of the Leased Premises.

No abatement or interruption in Rent or other charges required to be paid by Tenant pursuant to this Lease shall be claimed by or allowed to Tenant for any inconvenience or interruption or loss of business caused directly or indirectly by any present or future laws, ordinances, regulations, requirements, or orders of any lawful authority whatsoever, or by any other cause or causes; and no diminution in the amount of space used by Tenant caused by legally required changes in the Leased Premises shall entitle Tenant to any abatement or reduction in Rent or any other charges required to be paid by Tenant under this Lease.

§7. TENANT IMPROVEMENTS

Tenant shall not make any addition or change to, or modification of the Leased Premises or Building, except for interior painting, decorating, and other non-structural changes to the interior of the Lease Premises, including the installation of fixtures or other improvements (the "Tenant Improvements") without the prior written consent of Landlord and obtaining proper building permits, architectural drawings, and additional requirements, which shall be made at Tenant's sole expense and liability. Tenant Improvements do not include smart boards or other similar technology whether or not such are attached to the structure of the Leased Premises. Any contractor or person making such Tenant Improvements must first be approved in writing by Landlord. Any Tenant Improvements made without Landlord's prior written approval shall be promptly replaced and corrected at Tenant's sole expense. Landlord shall have no responsibility or liability with respect to any such Tenant Improvement performed by Tenant whether or not such Tenant Improvements were approved by Landlord.

Any and all Tenant Improvements shall be made promptly and in a good and workmanlike manner and in compliance with all laws, ordinances, regulations, and requirements of all governmental authorities. Tenant indemnifies Landlord for any and all liens and claims for work, labor, or materials supplied or claimed to have been supplied to the Leased Premises caused by acts of Tenant. If Landlord at any time so requests, no Tenant Improvement shall commence or proceed unless Tenant gives evidence satisfactory to Landlord that such Tenant Improvement will be fully paid for upon completion.

If any lien shall be filed or claimed against the Leased Premises or the Building in connection with or relating to any Tenant Improvements, Tenant shall, within 30 days after the date promptly remove the same or bond the lien pursuant to Ohio law. If Tenant fails to do either of the above, Landlord may do so at its option and Tenant shall reimburse Landlord upon demand for any and all costs and expenses of Landlord in doing so (including without limitation any costs of surety bonds, court costs, and reasonable attorneys' fees in discharging the lien under §1311.11, Ohio Revised Code, or any law of similar tenor or effect).

Tenant acknowledges and agrees that any and all of the Tenant Improvements are and shall remain the property of Landlord, excepting smart board or similar technologies whether or not attached to the building of the Leased Premises. Accordingly, upon the expiration or earlier termination of this Lease, Tenant shall, as its sole cost and expense, immediately: (a) surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair, (b) remove from the Leased Premises all of Tenant's personal property, and (c) reasonably repair pursuant to the terms and conditions of this Lease, any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear excepted. All of Tenant's personal property that is not removed within 30 days following Landlord's written demand therefore shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any

liability to Tenant. This provision shall survive the expiration or any earlier termination of this Lease.

§8. LANDLORD'S MAINTENANCE AND REPAIR OBLIGATIONS

Landlord shall repair and maintain in good order and condition, including replacement, if necessary, the plumbing and electrical systems, HVAC system, the exterior and structure of the Leased Premises, including without limitation the outside walls, foundations, roof, gutters, downspouts, overhangs, facade, fire sprinkler systems (if applicable). Landlord shall make repairs as necessary to parking areas, drives and walkways. Landlord shall make all repairs, alterations, installations, and additions which may be required by any laws, ordinances, orders, or regulations of any insurance underwriters or public authorities (including fire safety authorities) having jurisdiction over the Leased Premises. This shall include all repairs, alterations and additions required by the Americans with Disabilities Act.

§9. TENANT'S MAINTENANCE AND REPAIR OBLIGATIONS

Tenant shall keep the Leased Premises in good order and condition and shall provide or arrange for all indoor upkeep and cleaning services, including janitorial services. Tenant shall, at Tenant's expense, arrange for all outdoor upkeep and cleaning of the Leased Premises, including snow plowing of the parking areas and drives and lawn and landscape maintenance. Tenants shall maintain and repair all doors and door frames, door checks, windows, window frames, plate glass, security cameras and equipment. Tenant shall have the right, at its expense, from time to time, to redecorate the Leased Premises and to make such nonstructural alterations and changes in the interior thereof as it shall deem desirable for its purposes, provided, however, that such alterations and changes shall not injure the structure of the Leased Premises and shall be performed in a good and workmanlike manner.

§10. DAMAGE OR DESTRUCTION TO LEASED PREMISES

If the Leased Premises shall be rendered untenable by fire or other casualty, Landlord shall restore the Leased Premises to make the Leased Premises tenable as soon as possible. Except in the case of damage caused by Tenant or its agents, employees, contractors, guests or licensees, Rent shall abate during the period of untenability in proportion to the area of the Leased Premises rendered untenable. All such restoration shall be completed within 60 days of settlement with Landlord's insurance carriers or Tenant shall, as its sole remedy, be entitled to terminate this Lease.

If the Leased Premises shall be so damaged by fire or other casualty that demolition or substantial reconstruction (more than 50% of their initial cost) is required, then either Landlord or Tenant may

terminate this Lease by notifying the other party of such termination within thirty (30) days after the date of such damage. Rent shall be prorated to the date of such a termination.

Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Leased Premises and shall at its expense restore or replace its personal property, fixtures and Tenant Improvements. Landlord's comprehensive general liability and property insurance shall name Tenant as an additional insured for these purposes. There shall be no abatement of Rent during any delay caused by the failure of Tenant to complete its restoration and repair work.

§11. REAL ESTATE TAXES

The Tenant shall be responsible to pay any real property taxes assessed against the Leased Premises. The Landlord and Tenant acknowledge and agree that it is their intent to cause the Leased Premises to be exempt from real property (ad valorem) tax as provided in Ohio Revised Code Section 5709.07, which exempts real property leased to community schools (the "Community School Exemption"). In accordance with the intent of the Community School Exemption, Landlord certifies and Tenant acknowledges and agrees that the Rent payable under this Lease Agreement has been reduced in contemplation of the Community School Exemption by the exemption amount, thereby allocating the full benefit of the exemption to Tenant. Any reimbursement or refund paid to Landlord from a taxing authority or governmental entity for tax that is paid by Tenant shall be credited to Tenant as Rent. Landlord and Tenant agree to cooperate and do all things commercially reasonable, as specified, required and contemplated by the Community School Exemption, to cause the Leased Premises to be exempt from ad valorem taxes pursuant to the Community School Exemption.

§12. CONDEMNATION

If all or a material part of the Leased Premises is taken by any condemning authority under the power of eminent domain or by any purchase or other acquisition in lieu thereof so that Tenant's business operations are materially affected, this Lease shall terminate as of the date possession is required by the condemning authority. In addition, if any portion of the Building (other than the Leased Premises) is so taken, Landlord shall have the right at its option to terminate this Lease at any time prior to or within 30 days after the date possession is required by the condemning authority. In the event of any such termination, the Rent payable by Tenant shall be apportioned as of the termination date. In any event, Landlord shall be entitled to receive the entire appropriation award or consideration paid by the condemning authority, other than any part of such award or consideration which relates to Tenant's occupancy of the Leased Premises.

For purposes of this section, any negotiated sale to a public or quasi-public authority under the threat of condemnation shall be deemed to constitute a taking by such public or quasi-public authority under the power of eminent domain.

Nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to the Tenant for the taking of personal property belonging to Tenant. Further, nothing herein shall preclude Tenant from separately pursuing from the taking entity a claim for the value of the loss of its leasehold tenancy.

§13. ADDITIONAL OBLIGATIONS OF TENANT

Notwithstanding any other provision of this Lease to the contrary, the Tenant shall be responsible for obtaining, maintaining and directly paying for the following services:

- (a) Utilities consumed by Tenant that are or may be separately metered for the Leased Premises. Tenant shall not use any apparatus or device in, upon or about the Leased Premises which would substantially increase the amount of such services usually consumed by tenants in the Building, and Tenant shall not connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without the prior written consent of Landlord; provided that should Tenant use such services under this provision to excess, Landlord reserves the right to charge Tenant directly for such excessive use. Such a charge shall be payable as Additional Rent;
- (b) light bulbs, restroom supplies, and trash removal;
- (c) janitorial, security and equipment; and

Notwithstanding the foregoing, Landlord shall not be required to provide or maintain to the Leased Premises any specialized utility services. Tenant shall be solely responsible for obtaining any such specialized utility services but may do so only with the prior written consent of Landlord, and Tenant shall be responsible for all damages resulting from any interruption of normal utility services caused by Tenant's specialized services.

§14. SUBORDINATION OF LEASE

This Lease and Tenant's rights under this Lease are and shall at all times be subject and subordinate to all mortgages now encumbering or that may hereafter encumber the Landlord's interest in the Real Property and to all advances made or to be made thereon and all renewals, modifications, consolidations, replacements or extensions thereof to the full extent of all sums secured thereby. This provision shall be automatic and self-operative and no further instrument of subordination shall be necessary to effectuate such subordination and the recording of any such mortgage shall have preference and precedence and be superior and prior to this Lease, irrespective of the date of recording. However, Tenant shall upon request of Landlord, or the holder of any such mortgage, execute and deliver to Landlord within 10 days after Landlord's request any instrument that would affect such a subordination and would contain such other requirements reasonably required by

Landlord or such holder; provided that Tenant complies with all of its obligations under this Lease treating such mortgagee as Landlord. That instrument would contain language which provides that upon Tenant's compliance thereof, such holder would not disturb Tenant's interest under this Lease.

§15. ESTOPPEL CERTIFICATES

Landlord and Tenant shall from time to time during the Term within 10 days after the request of the other, execute and deliver a statement certifying that this Lease is in full force and effect, the date through which Base Rent, Additional Rent, and other charges under this Lease have been paid, and any other factual matter reasonably requested by the other.

§16. INDEMNIFICATION

Tenant shall indemnify and save harmless Landlord from and against any and all claims, liabilities, losses, damages, injuries, costs, and expenses that hereafter may occur or arise from or out of: (a) any failure by Tenant to make any payment (including the payment of Rent) to be made by Tenant hereunder or fully to perform or observe any obligation or condition to be performed or observed by Tenant hereunder, (b) any cause whatsoever in, on, about, or relating to the Leased Premises during the Term caused by Tenant including without limitation any use, misuse, possession, occupancy, or unoccupancy of the Leased Premises during the Term, or any failure by Tenant to perform and observe all obligations and conditions to be performed and observed by it under this Lease, and (c) any costs or expenses incurred or paid by Landlord in connection with the foregoing, including reasonable attorneys' fees and other costs and expenses in prosecuting or defending any of the foregoing whether litigated or unlitigated.

Landlord shall indemnify and save harmless Tenant from and against any and all claims, liabilities, losses, damages, injuries, costs, and expenses that hereafter may occur or arise from or out of: (a) any failure by Landlord to perform or observe any obligation or condition to be performed or observed by Landlord hereunder, (b) any costs or expenses incurred or paid by Tenant in connection with the foregoing, including reasonable attorneys' fees and other costs and expenses in prosecuting or defending any of the foregoing whether litigated or unlitigated.

§17. LIMITATION OF LIABILITY

Notwithstanding any provision in this Lease to the contrary or any general rule of law, in no event whatsoever shall any member, partner, director, officer, employee, agent, or other principal of Landlord have any personal liability whatsoever with respect to this Lease.

§18. PERSONAL PROPERTY

All personal property of Tenant used or located within the Leased Premises or in the Building shall be at the sole risk of Tenant.

§19. LIABILITY RELATING TO TENANT'S OPERATIONS

Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Leased Premises. Landlord shall not be liable for any accident or injury to any person(s) or property in or about the Leased Premises which are caused by the conduct and operation of that business or by virtue of equipment or property of Tenant in the Leased Premises.

§20. EVENTS OF DEFAULT; REMEDIES UPON DEFAULT

Each of the following shall be deemed an event of default by Tenant under this Lease:

- (a) failure by Tenant to make any payment of Rent in full to Landlord on or before the date it is due;
- (b) failure by Tenant to make any other payment or perform or observe any other obligation or condition to be performed or observed by Tenant under this Lease and failure by Tenant to correct such default within 30 days after Landlord gives Tenant notice to do so or, if because of the nature of such default it cannot be corrected within such 30-day period, failure by Tenant to commence correction within such 30-day period and thereafter to expeditiously and continuously prosecute the correction to completion;
- (c) abandonment or vacation of the Leased Premises by Tenant;
- (d) assignment or sublease of any interest or rights of Tenant under this Lease, except as permitted
- (e) the filing or execution or occurrence of any one or more of the following:
 - (i) filing of a petition in bankruptcy by or against Tenant;
 - (ii) filing a petition or answer by or against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or relief relating thereto, under any provision of the Bankruptcy Act or any statute of like tenor or effect;
 - (iii) adjudication of Tenant as a bankrupt or insolvent;

- (iv) assignment for benefit of creditors of Tenant, whether by trust, mortgage, or otherwise, or the execution of a composition agreement with Tenant's creditors;
- (v) a petition or other proceeding by or against Tenant for the appointment of a trustee, receiver, guardian, conservator, or liquidator of Tenant, with respect to all or substantially all of Tenant's property or appointment of a trustee, receiver, guardian, conservator, or liquidator of Tenant;
- (vi) a petition or other proceeding by or against Tenant requesting dissolution or termination of existence of Tenant or the dissolution or termination of existence of Tenant; or
- (vii) the creation of a lien upon Tenant's leasehold interest under this Lease, or any part thereof or any property of Tenant materially affecting or used in connection with Tenant's business located therein upon execution, attachment, or other process of law or equity; or

Immediately upon the occurrence of any event of default or at any time thereafter, unless that event of default has been cured with the written consent of Landlord or expressly waived by Landlord in writing, Landlord may at its option elect either to: (a) continue this Lease in full force and effect notwithstanding the occurrence of such event of default; (b) terminate this Lease; or (c) continue this Lease and immediately re-enter and repossess (with or without a court order) the Leased Premises and recover from Tenant an amount equal to: (i) all unpaid Rent accruing hereunder prior to Landlord's actual recovery of possession of the Leased Premises, (ii) all other unpaid amounts which were to have been paid by Tenant to anyone hereunder prior to Landlord's actual recovery of possession of the Leased Premises, (iii) Landlord's costs of completing any Tenant Improvements to the Leased Premises which were uncompleted at the time of Tenant's default, (iv) Landlord's direct damages for Tenant's breach of this Lease, including without limitation, damages to Landlord resulting from lost rent during the remainder of what would otherwise have been the Term or any Renewal Term (that is, acceleration of all Rents to be paid thereafter under this Lease discounted to the present value in the manner described below), clean-up expenses, leasing commissions to real estate brokers, legal expenses in connection with re-leasing the Leased Premises, advertising and costs and expenses of any repair, redecoration, or other improvements that may be reasonably necessary (in Landlord's opinion) in connection with re-leasing the Leased Premises, (v) late charges, if any, due and unpaid under the following paragraph, and (vi) interest on the foregoing amounts from the date of Landlord's election to terminate this Lease until the date of payment at a rate equal to four percent over the Prime Rate of Interest published in The Wall Street Journal (the "Default Rate") from the date such payment was due. In connection with (iv), above, Landlord shall use reasonable efforts to mitigate its damages relating to lost rent during the remainder of what would otherwise have been the Term of this Lease. Until such time as Landlord expressly elects to terminate this Lease as permitted under this section, this Lease shall continue in full force and effect notwithstanding the occurrence of such event of default. In the event Landlord elects to so terminate this Lease, Tenant thereupon shall be deemed to have assigned and transferred to

Landlord all unexpired insurance premiums, all deposits made with public utilities, and all rights of Tenant under all insurance policies.

If Tenant fails to pay any Rent on or before the day after any such payment becomes due and payable, Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such overdue payment. In addition, any Rent not paid when due shall bear interest at the lesser of the Default Rate, or the maximum rate allowed by law until paid. Acceptance of the foregoing sums shall not constitute a waiver of any event of default. Upon Landlord's receipt of any check from Tenant which is dishonored for payment, Landlord shall have the right to require Tenant to make all future payments due to Landlord hereunder by cash, certified or cashier's check.

If Landlord shall default in the performance of any covenant or agreement herein contained, and such default shall continue for thirty (30) days after receipt by Landlord of written notice thereof given by Tenant, its agent or attorney, or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to commence and thereafter to proceed diligently to cure such default, then Tenant may, in addition to all other remedies available to Tenant in law or in equity, (1) pay any sum necessary to cause any obligation of Landlord hereunder to be performed, and deduct the cost thereof, together with interest at the rate of six percent (6%) per annum from the Rent thereafter to become due hereunder; and/or (2) sue for injunctive relief, specific performance, and or damages as the case may be; and/or (3) terminate this Lease.

The provisions of this section shall be cumulative in nature and nothing contained in this section shall in any manner impair or otherwise affect adversely any right, recourse, or remedy which otherwise would be available to Landlord at law or in equity.

§21. INTENTIONALLY OMITTED

§22. INTENTIONALLY OMITTED

§23. HOLDING OVER

If Tenant retains possession of the Leased Premises or any part thereof after the expiration of the term of this Lease, Tenant shall pay to Landlord Base Rent in an amount equal to 200% of the monthly rate in effect immediately prior to the termination of the Term for the time Tenant remains in possession. Tenant shall be liable to Landlord for all damages, incidental, consequential, indirect, and direct, sustained by reason of Tenant's holding over. The provisions of this section do not exclude Landlord's rights of re-entry or any other right provided under this Lease or available at law or in equity. No such holding over shall be deemed to constitute a renewal or extension of the term hereof; however, all other provisions of this Lease, including the payment of Additional Rent, shall remain in full force and effect.

§24. ACCESS AND OTHER RIGHTS OF LANDLORD

Tenant shall permit Landlord, its agents or employees, or any mortgagees of Landlord, to enter the Leased Premises with advanced notice at all reasonable times to examine, inspect or protect the Leased Premises. In addition to the foregoing, Tenant acknowledges that Landlord shall have the right at any time in the event of an emergency to make all inspections, repairs, alterations, additions, and improvements to the Building, including without limitation the Leased Premises, as may be necessary or desirable for the safety, protection, or preservation of the Leased Premises or the Building or Landlord's interest therein or as may be necessary or desirable for the operation or improvement of the Building. Tenant reserves the right to accompany Landlord while Landlord is on the Leased Premises when students are present.

§25. HAZARDOUS MATERIALS

- (a) For purposes of this Lease: (i) "CERCLA" means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; (ii) "Hazardous Material" or "Hazardous Materials" means and includes petroleum (including, without limitation, gasoline, crude oil, fuel oil, diesel oil, lubricating oil, sludge, oil refuse, oil mixed with wastes and any other petroleum related product), flammable explosives, radioactive materials, any substance defined or designated as a "hazardous substance," under Sections 101(14) and 102 of CERCLA or any other materials defined or designated as hazardous under any federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree or any type of medical or health care related waste or material or any toxic, bio-medical or bio-hazardous or infectious waste ("Medical Wastes"); (iii) "Release" shall have the meaning given such term, or any similar term, in Section 101(22) of CERCLA; and (iv) "Environmental Law" or "Environmental Laws" shall mean any "Superfund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or Medical Wastes as may now or at any time hereafter be in effect and as amended from time to time, including without limitation, the following (amended or replaced from time to time) and all regulations promulgated thereunder or in connection therewith; CERCLA; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); The Clean Air Act ("CAA"); The Clean Water Act ("CWA"); The Toxic Substances Control Act ("TSCA"); The Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); and the Occupational Safety and Health Act of 1970 ("OSHA").
- (b) Tenant hereby covenants and agrees that (i) no activity shall be undertaken on the Leased Premises, nor shall any activity be undertaken within the Building or on the Real Property by Tenant or its agents, employees, contractors, or invitees, which

would in any event cause (A) the Leased Premises or the Building to become a hazardous waste treatment, storage or disposal facility regulated or subject to regulation under any Environmental Law, (B) a Release of any Hazardous Material or Medical Wastes into the environment at, on, in, under, above, through, or surrounding the Leased Premises or the Building, or (C) the discharge of pollutants or effluents into any water source or system, which would require a permit under any federal law, state law, local ordinance or any other Environmental Law pertaining to such matters; (ii) Tenant shall at its sole cost and expense comply with, and ensure compliance by its agents, employees, contractors, or invitees with, all applicable Environmental Laws relating to or affecting the Leased Premises, and Tenant shall keep the Leased Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws arising out of Tenant's use of the Leased Premises, all at Tenant's sole cost and expense; (iii) Tenant will, at Tenant's sole cost and expense, obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary to comply with all applicable Environmental Laws (the "Permits") and Tenant at all times shall remain in full compliance with the terms and provisions of the Permits; (iv) Tenant shall immediately give Landlord oral and written notice in the event that Tenant receives any communication from any governmental agency, entity, or any other party with regard to Hazardous Materials or Medical Wastes on, from or affecting the Leased Premises or the Building or on the Real Property or otherwise with respect to Tenant's use and occupancy of the Leased Premises or the operation of Tenant's business therein; and (v) Tenant shall, at Tenant's sole cost and expense, conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials or Medical Wastes on, from or affecting the Leased Premises or on the Real Property, or, where resulting from acts or omissions of Tenant or its agents, employees, contractors and invitees in accordance with all applicable Environmental Laws.

- (c) Tenant hereby indemnifies Landlord and agrees to hold Landlord harmless from and against any and all liens, demands, suits, actions, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Landlord and/or the Leased Premises, the Building for, with respect to, or as a direct or indirect result of: (i) the Release or presence from, in, on, over or under the Leased Premises of any Hazardous Materials or Medical Wastes regardless of quantity where caused by Tenant or its agents, employees or contractors; (ii) the Release or presence from, in, on, over or under the Building or on the Real Property of any Hazardous Materials or Medical Wastes regardless of quantity where caused by Tenant or its agents, employees or contractors; (iii) the violation of any Environmental Laws relating to or affecting the Leased Premises or Tenant, where caused by or within the control of Tenant or its agents, employees or contractors; and (iv) the failure by Tenant to comply fully with the terms and provisions of this section, provided that nothing contained in this section shall make Tenant liable or responsible for conditions existing prior to the commencement of the Term of this Lease or first

occurring after the expiration of the Term of this Lease except where caused by Tenant or its agents, employees or contractors.

- (d) The obligations and liabilities of Tenant under this section shall survive the expiration of the Term or earlier termination of this Lease.

§26. SIGNAGE

Tenant shall have the right to install and maintain a sign (or signs) on the Real Property identifying the Building. Tenant shall have the right to maintain a listing on the directory of the Building and a sign on or beside the door which enters into the Leased Premises; provided that such sign is in compliance with standard signage criteria for the Building, is in compliance with all applicable building, zoning, and other laws, regulations and ordinances and is otherwise acceptable for Landlord in Landlord's sole reasonable discretion. Tenant shall not have the right to maintain any other signs on the Real Property or on or within the Building without the prior written consent of Landlord (in Landlord's sole reasonable discretion).

§27. NOTICES

All notices and other communications required or desired to be given to either party under this Lease shall be in writing and shall be deemed given when delivered personally, facsimile (which is confirmed electronically) to that party at the facsimile number for that party set forth below, 3 days after having been mailed by certified mail (return receipt requested) to that party at the address for that party (or at such other address for such party as shall have been specified in a notice to the other party), or one day after having been delivered to Federal Express, UPS, or any similar nationally-recognized express delivery service for overnight delivery to that party at the address set forth below, or at such other address for which such party has given notice to the other party:

If to Tenant:

Bridge Gate Community School
3850 Sullivant Avenue
Columbus, OH 43228
Attention: Board President
Fax No.: With Copy to:
Amy E. Goodson, Esq.
288 S. Munroe Road
Tallmadge, Ohio 44278
Fax No.: (330) 777-5106

§28. SURVIVAL OF OBLIGATIONS

No termination of this Lease and no repossession of the Leased Premises or any part thereof shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such termination or repossession.

§29. MEMORANDUM OF LEASE

This Lease shall not be recorded; however, at the request of either Landlord or Tenant, the other party shall execute, acknowledge, and deliver a memorandum of this Lease (which would exclude all economic terms of this Lease) for purposes of giving public notice of the rights and obligations of Landlord and Tenant under this Lease.

§30. NON-WAIVER

No failure by either party to exercise any option hereunder or to enforce its rights or seek its remedies upon any default, and no acceptance by Landlord of any rent accruing before or after any default, shall effect or constitute a waiver of the party's rights to exercise that option, enforce that right, or seek that remedy with respect to that default or any prior or subsequent default.

§31. NO THIRD PARTY BENEFIT

This Lease is intended for the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, their respective successors and assigns, and nothing contained in this Lease shall be construed as creating any rights or benefits in or to any third party.

§32. PREVAILING PARTY

If either party to this Lease commences any action against the other, the prevailing party in any such action shall be entitled to reimbursement for its reasonable attorneys' fees (and other costs and expenses) from the other party.

§33. SEVERABILITY

The intention of the parties to this Lease is to comply fully with all laws governing leases, and this Lease shall be construed consistently with all such laws to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe part or all of any provision of this Lease, and holds that part or all of that provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this Lease, which shall remain in full force and effect.

§34. GOVERNING LAW; VENUE

This Lease has been negotiated and executed in the State of Ohio and relates to real property located in the State of Ohio.

All questions concerning the validity or intention of this Lease shall be resolved under the laws of the State of Ohio. The parties to this Lease hereby designate the Court of Common Pleas of Franklin County, Ohio, as the courts of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Lease; hereby irrevocably consent to such designation, jurisdiction and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Franklin County, Ohio.

§35. COMPLETE AGREEMENT

This document (with its exhibits, which are hereby incorporated herein by reference) contains the entire agreement between the parties and supersedes any prior discussions, representations, warranties, or agreements between them respecting the subject matter. No changes, alterations, modifications, additions, or qualifications to this Lease shall be made or be binding unless made in writing and signed by each of the parties.

§36. COUNTERPARTS

This Lease may be executed in several counterparts and each executed counterpart shall be considered an original of this Lease.

§37. GENDERS AND NUMBERS

When the context permits, each pronoun used in this Lease includes pronouns of the same person in other genders or numbers and each noun used in this Lease includes the same noun in different numbers.

§38. TIME OF THE ESSENCE

The time for payment of Rent and all other amounts to be paid by Tenant under this Lease and for performance and observance of all other obligations and conditions to be performed or observed by Tenant under this Lease shall be of the essence of this agreement.

§39. CAPTIONS

The captions at the beginnings of the sections of this Lease are not part of the context of this agreement, but are merely labels to assist in locating those sections, and shall be ignored in construing this Lease.

§40. SUCCESSORS IN INTEREST

Except as otherwise provided in this Lease, all provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, personal representatives, successors, and assigns of each party to this Lease.

[Signatures appear on the following page]

Hillo Real State LLC

By [Signature]
Its BARBARA J. MACE

Bridge Gate Community School.

By [Signature]
Its M. Ballu

STATE OF OHIO
FRANKLIN COUNTY

This document was acknowledged before me on 7/22/, 2018, by _____, the _____ of Hillo Realstate LLC, an Ohio limited liability company, Landlord.

[Signature]
Notary Public Shirwa M. Abdi
Notary Public, State of Ohio
Commission Expires Jan. 19, 2020

STATE OF OHIO
FRANKLIN COUNTY

This document was acknowledged before me on July 27, 2018, by _____, the _____ of Bridge Gate Community School, an Ohio non-profit corporation, on behalf of such corporation.

[Signature]
Notary Public Shirwa M. Abdi
Notary Public, State of Ohio
Commission Expires Jan. 19, 2020

EXHIBIT A - LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT B - DEPICTION OF LEASED PREMISES

EXHIBIT C - BUILDING RULES AND REGULATIONS

Tenant agrees that it, its agents, employees, invitees and visitors will observe and comply with the following:

1. Landlord agrees to furnish Tenant with keys. No additional locks or bolts of any kind will be placed on doors or windows by Tenant nor will any changes be made in existing locks or the mechanism thereof without Landlord's prior permission. Tenant will, upon termination of its tenancy, return all keys to Landlord. If a lock is to be changed, Tenant shall contact Landlord and Landlord shall make such change at Tenant's expense.

2. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Leased Premises for Tenant, to Landlord for Landlord's approval before performance of any contractual service. This provision shall apply to all work performed in the Building including installation of telephone equipment, electrical devices, plumbing and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, and equipment in any physical portion of the Building.

3. No Tenant shall at any time occupy any part of the Building or the Leased Premises as a sleeping or lodging quarter.

4. Tenant shall not place or use in or about the Leased Premises any explosives, gasoline, kerosene, oil, acids, caustics, paints or any inflammable, explosive, or hazardous material without written consent of Landlord, provided, however, Tenant shall be permitted to use or store customary office supplies in the Leased Premises.

5. Landlord will not be responsible for damaged, lost or stolen personal property, automobiles, vehicles, equipment, money, jewelry or property of any kind from the Leased Premises, Building, parking lot, Tenant's area or public restrooms regardless of whether such loss occurs when area is locked against entry or not.

6. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Leased Premises.

7. None of the entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed, or any rubbish, litter, trash or material of any nature placed, emptied, or thrown into these areas, or such areas be used at any time except for access or egress by Tenant, Tenant's agents, employees, or invitees.

8. No person shall disturb the occupants of the Building by the use of any musical instruments or electronic music reproduction systems, intercoms or pagers which would compromise the quiet enjoyment of other tenants.

9. Nothing shall be thrown out of the windows of the Building or down the stairways or other passages.

10. Movement in or out of the Building or the Leased Premises of furniture or office supplies and equipment or dispatch or receipt by Tenant of any merchandise or materials, which requires use of elevators or stairways, or movement through the Building entrances or lobby, shall be restricted to hours mutually agreed by Landlord and Tenant. All such movement shall be under supervision of Landlord and carried out in the manner agreed to between Tenant and Landlord by prearrangement before performance. Such prearrangement will include determination by Landlord of time, method, and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the Building. Tenant assumes, and shall indemnify Landlord against, all risks and claims of damages to persons and properties arising in connection with any such movement.

11. The Landlord shall not be liable for any damages from the restriction of access to the Leased Premises for necessary or desirable repairs or improvements, or delays of any sort or duration in connection with such access.

12. No awnings or other projections shall be attached to the outside of the Building and no curtains, blinds, shades, or screens, other than those specified by Landlord, will be used in connection with any window of the Leased Premises without the written consent of Landlord.

13. Without the written consent of Landlord no space in the Building will be used for manufacturing, for the storage of merchandise or for the sale from the Leased Premises of merchandise, goods, or property of any kind.

14. Canvassing, soliciting and peddling in the Building are prohibited and the Tenant shall cooperate to prevent the same.

15. No smoking is permitted in the public areas of the Building: lobby, hallways, stairwells and restrooms.

It is the Landlord's desire to maintain the highest standard of dignity and good taste consistent with comfort and convenience for all tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. Your cooperation will be mutually beneficial and sincerely appreciated. Landlord reserves the right to modify or alter these rules and regulations and to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed, for the safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein.

Lease Renewal Addendum

This Lease Renewal Addendum is entered into, by and between The Hillo Realstate LLC, an Ohio limited liability company ("Landlord"), and Bridge Gate Community School, Inc., an Ohio non-profit corporation ("Tenant") as an addendum to the Lease entered into by the Parties June 29, 2018 for the Premises located at 3850 Sullivant Ave., Columbus, Ohio 43228 as described in said Lease.

Now therefore, in consideration of all the mutual covenants that are contained herein and other good and valuable consideration, the Landlord and Tenant do hereby agree to the following:

TERM:

Landlord and Tenant agree to extend the Term of said Lease ("Renewal Term") for a period of five (5) years commencing on July 1, 2020 and terminating on June 30, 2025.

SECOND RENEWAL TERM:

At the end of this Renewal Term, Tenant shall have the option to renew this Lease for one (1) additional term of five (5) years or less at Tenant's discretion ("Second Renewal Term"), provided that: (i) Tenant has not defaulted under the Lease and has fully performed all of its obligations under this Lease; and (ii) Tenant has give Landlord written notice of its election to exercise the option at least 180 days prior to the expiration of the Renewal Term. The aforementioned Second Renewal Term shall be upon the same terms and conditions of this Lease, except that the Base Rent payable during the Second Renewal Term shall be at the greater of fair market value rent rates at the time of the exercise of the option, as determined by Landlord, or the Base Rent for the immediately expiring term. Within 30 days after Tenant's written request sent to Landlord at any time Tenant is eligible to exercise the above option to renew, Landlord shall provide written notice of its determination of the fair market value renewal Base Rent rate for the Leased Premises then in effect.

ALL OTHER TERMS UNCHANGED: All other terms of the Lease shall remain unchanged and continue during this extended term as if set forth in this Lease Renewal Addendum.

IN WITNESS WHEREOF, the undersigned parties have all executed this Addendum on the date(s) set forth below.

LANDLORD:
Hillo Realstate, LLC

By: BASHIR JUMALE
Its: _____

LANDLORD'S ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF Franklin) ss:

On this 23rd day of _____, 2020, before me, a Notary Public, in and for said County, personally appeared _____, the _____ of Hillo Realstate, LLC, an Ohio nonprofit corporation, on behalf of the organization.

Notary Public

TENANT:
Bridge Gate Community School, Inc.

By: [Signature]
Its: _____

TENANTS'S ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF Franklin) ss:

On this 23rd day of November, 2020, before me, a Notary Public, in and for said County, personally appeared Mohamad Dallin, the tenant of Bridge Gate Community School, Inc., an Ohio nonprofit corporation, on behalf of the organization.

[Signature]
Notary Public

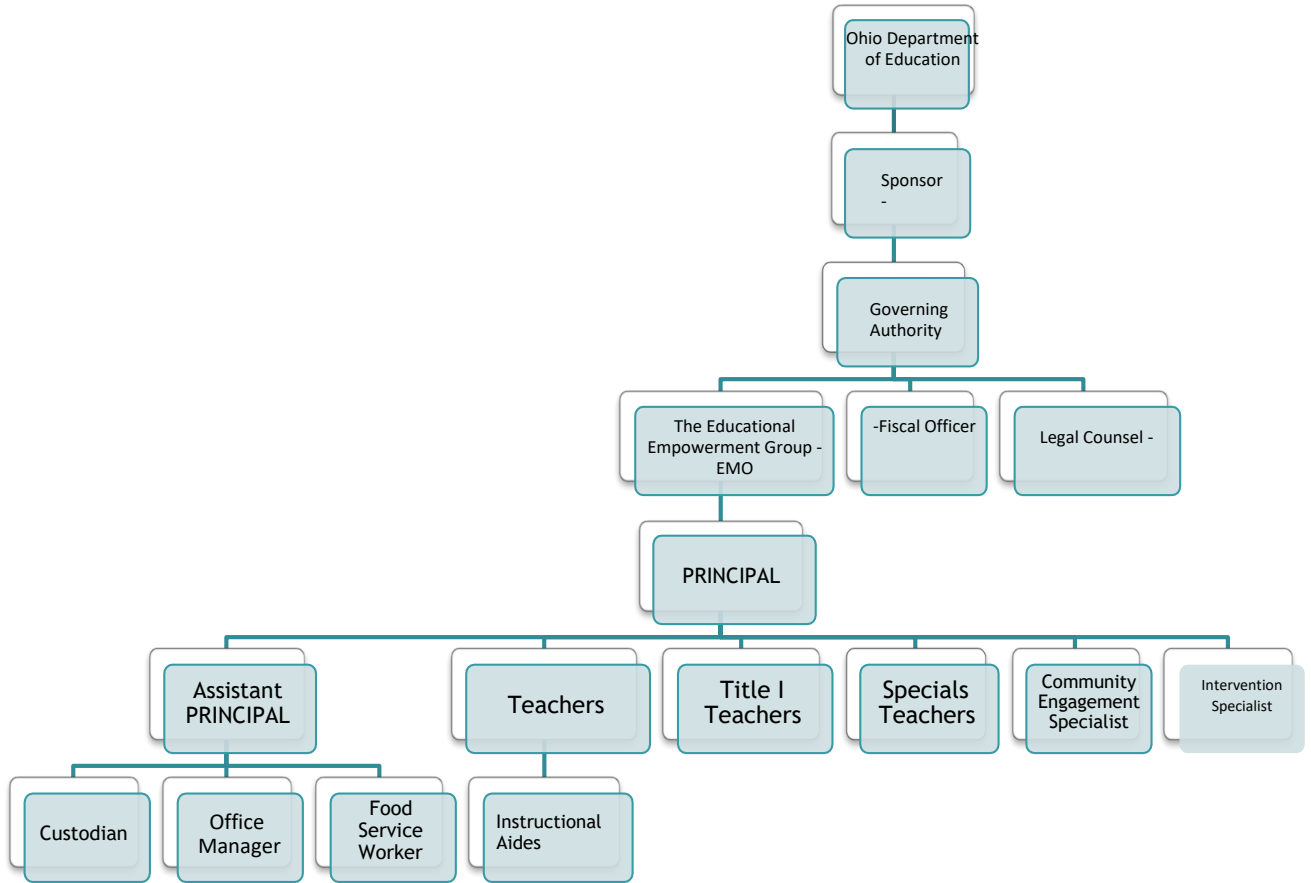


DIONNE KING
Notary Public, State of Ohio
My Comm. Expires July 15, 2026

ATTACHMENT 6

- A.** Organization Chart
- B.** Chief Administrative Officer Contract
- C.** Management by Third Party Contract (if applicable)

Organizational Chart



**The Educational Empowerment Group
Management Agreement**

(July1, 2016)

This **MANAGEMENT AGREEMENT** (“Agreement”), is made and entered into by and between EEG Bridge Gate, LLC, an Ohio limited liability company (“EEG”) and Bridge Gate Community School, a non-profit education corporation (the “School”), (which is governed by a Board of Directors herein referred to as the “Board”) (individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the School has requested or secured authorization from the Sponsor (as hereinafter defined) to operate a community school pursuant to the Ohio Community School Law.

WHEREAS, the School is aware of the increasing need for greater educational alternatives for children in its community to receive a 21st century education that provides connection, purpose and mastery which in-turn creates opportunities in careers and/or college.

WHEREAS, the School desires to contract with EEG to receive such management, educational, financial, and other consulting services necessary to form and operate a school, and EEG desires to contract with the School to provide such Management Services; and

WHEREAS, the School and EEG are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management by EEG on behalf of the School.

NOW THEREFORE, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Management Services to be provided by EEG.

In order to support the School in delivering the terms of the Contract, EEG in exchange for the fees provided herein agrees to provide the School, in accordance with the terms of the Contract, the School's Mission and Purpose and all applicable laws, the management and day-to-day operation functions as follows:

A. Education Program. EEG shall implement the educational program and the program of instruction. EEG shall provide all administrative and educational services of the School. EEG shall be responsible for the day-to-day supervision of administrative and teaching staff and the

day-to-day supervision or implementation of the educational program of instruction. EEG will be responsible for the following areas:

- Recruitment and hiring of all staff including Administrative, Educational and support staff (collectively “Staff”). Prior to the commencement of and during the school year, determine the staffing levels including teachers and the applicable grade levels and subjects required for the operation of the School, and recommend such teachers, as required by law, to the School. All teachers shall hold the requisite teaching certificate in accordance with applicable law. Staff may work on a full- or part- time basis.
- Professional Development of all staff including Administrative, Educational and Support Staff. Provide training in its methods, policies, curriculum, student information systems, special education, program, and technology to personnel on a regular and continuous basis.
- Management of day-to-day activities of Staff.
- Performance and Evaluation of Staff which includes assigning, disciplining, transferring and terminating personnel, consistent with the Contract, Mission, and state and federal law. EEG shall keep the Board informed of all Staff related actions and decisions on a regular basis.
- Evaluate, recommend and oversee implementation of course and curriculum design.
- Develop, maintain and administer all State-mandated and other testing.
- Select and negotiate terms of procurement of teaching guides, curricula and aids utilized to implement the educational program.
- Perform repeated evaluation, assessment and continuous improvement of the School's educational program, curriculum and program.
- Provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Charter/Contract for Community School.
- Perform quality data tracking, including but not limited to student data such as attendance, performance, student earned credits, graduation rates, etc.
- Provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

B. Strategic Planning. EEG shall design strategic plans for the continuing success of the School.

C. Education Management Information System and State Reporting: EEG will provide staff to oversee the SIS (DASL, SOES and ODDEX) and all functions of state reporting.

- Responsible for entering all student data and information into the student information system while working in conjunction with the school staff.
- Responsible for submitting all necessary state reports on time and ensure reports for accuracy.
- Responsible for submitting Federal Low Income Count and Economic Status.
- Responsible for submitting Special Education Data.
- Responsible for Reporting of Staff Data.

- Responsible for submitting Course Data.
- Responsible for CRDC reporting as needed.

D. Federal Programs/Comprehensive Continuous Improvement Plan: EEG will provide staff to oversee CCIP.

- Review and Oversee the Decision Framework.
- Train and Oversee the Ohio Improvement Process.
- Complete needs assessment and planning tool while working in conjunction with the school staff.
- Work in conjunction with the school leader and school treasurer to complete the budget and budget revisions as needed.
- Work in conjunction with the school's treasurer on completing project cash requests and final expenditure reports.
- Assist with audits as needed.

E. Public Relations/Student Recruitment. EEG will design, coordinate and manage the public relations strategy for the development of beneficial and harmonious relationships with other organizations, the community and agencies.

- Responsible for recruiting and informing the community about the School. All such recruiting and community education activities shall be reported to the Board in a timely fashion.
- Responsibility for enrolling students into the School in accordance with the rules and procedures established by law, the Ohio Department of Education (“ODE”), and the Board.

F. Financial Management. EEG will assist in providing any information required by the Sponsor, Charter School, Ohio State Department of Education or its auditors.

- Assist in preparation of the budget and financial reports as reasonably requested by the School's designated Fiscal Officer for submission to the Board for approval.

G. Compliance Management.

- Reports and documentation to the Sponsor
- Reports to the Ohio Department of Education
- Policies for the Board
- Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting.
- Provide all information and written reports requested by the Board
- Meet with the Board as reasonably requested by the Board
- Building code compliance

H. Reporting. EEG shall prepare for submission to the Board, the following reports:

- A report on the School's activities and progress of the goals and standards set forth in the Charter between the Board and the Sponsor, which said report shall be submitted no later than 90 days following the close of the academic year.
- All reporting requirements established by the Charter School Law.
- A monthly report setting forth any statistics and other information reasonably requested by the Board or the Sponsor.
- Prior to the beginning of each fiscal year, a proposed and projected annual budget which shall be subject to the approval of the Board.

I. Student Records.

- Provide maintenance of Student Records in accordance with state, local and federal requirements.
- Arrange for student information system.
- Maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations
- Maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations.
- All Student Record information shall remain the property of the School and, to the extent not immediately available to the School. EEG may retain a copy of such records subject to the confidentiality requirements of this agreement and applicable laws.

J. Services to Special Needs Students. EEG shall ensure compliance with applicable laws and regulations concerning services to Special Needs Students.

- Manage and oversee the necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

K. Facility/Facility Planning. While the School shall hold the lease interest in the School Facility, EEG shall:

- Identify necessary components of and possible ideal locations for the School's Facility. The School shall hold the lease interest in the School facility.

- When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility.
- Building Code Compliance.
- Negotiate and/or arrange for all agreements for utilities utilized by the School, including without limitation, electricity, oil, gas, telephone, cable, water and waste charges and for all buildings and grounds non-personnel cleaning, maintenance and upkeep.
- Consult on physical facility layout, maintenance and capital improvements.
- Assign to the School Administrative team such EEG personnel as are necessary to carry out the obligations and duties of EEG under this agreement; such assigned EEG personnel shall be permitted to utilize appropriate office space within the School, School personnel for administrative and clerical support, and School facilities, supplies and equipment at no cost to EEG.
- Suggest improvements in the School facility as needed for the School's operations and the health and safety of the School's students.

L. Procurement - Management of Equipment/Furniture/Property

- Research, investigate and evaluate possible manufacturers and equipment that can assist the School to achieve its mission.
- Negotiate and arrange for leases and purchase agreements
- Inventory of Equipment
- Select phone system, furniture, office machines, computers and other equipment procurement.
- Select, negotiate terms of procurement of, and arrange for the delivery of student meals and drinks.
- Procure teaching supplies.

M. Subcontracts.

To fulfill its obligations under this Agreement, EEG may contract with others to provide services or goods to the School, including without limitation The Educational Empowerment Group, LLC, and EEG reserves the right to recommend the subcontracting for any and all aspects of all services it performs for the School under this agreement, including without limitation payroll, and/or any technology services.

N. School Superintendent.

EEG shall select the superintendent or educational leaders and establish employment terms in consultation with the Board. The Board reserves the right to have final approval of the School Leader.

2. Obligations of the Charter School.

- A. Compliance with Law and Regulation.** The School and the Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all required Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's Code of Regulations. EEG shall propose and the Board shall adopt, in consultation from legal counsel, reasonable rules, regulations and procedures applicable to the School and EEG shall be required by the School to enforce such rules, regulations and procedures at all times.
- B. Other Services.** To the extent that the School elects not to contract with EEG for any of the products or services provided for in this Agreement, the School shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter.
- C. Insurance.** The School shall comply with any insurance provisions as required by the Sponsor and Charter School Law which includes but not limited to General Casualty and Risk Insurance on the School Facility.

3. Term and Termination.

- a. **Initial Term.** The term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2019 (the "Initial Term").
- b. **Renewal.** Upon expiration of the Initial Term, this Agreement shall be automatically renewed for 3 additional terms of 3 years, or such other renewal period agreed upon by the Parties in writing and allowed by the applicable law, unless either party provides the other party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".
- c. **Termination.** Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
- i. By both Parties if they agree in writing to the termination;
 - ii. By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Sponsor as required by applicable Ohio law and regulation and such termination or withdrawal of authorization results in the defunding of the School prior to the close of the Academic Year;

- iii. Either Party files for bankruptcy or has a bankruptcy suit filed against it, which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.
- iv. Termination by the School. The School may terminate this Agreement in the event (i) the Contract is terminated or non-renewed, or (ii) EEG materially breaches this Agreement or causes a material breach of the Contract and (A) EEG does not cure said material breach within 30 days of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within 30 days, EEG does not promptly undertake and continue efforts to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the School.
- v. Termination by EEG. EEG may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) excluding the first year of operation, if any academic year results in a material operating deficit, as reasonably determined by the School and EEG, provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; (ii) the School fails to pay any fees due to EEG within thirty (30) days of receiving written notice that such fees are due; (iii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of EEG, and (A) the School does not cure said material breach within 30 days of its receipt of written notice from EEG, or (B) if the breach cannot be reasonably cured within 30 days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time; (iv) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or (v) any School Facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the school is damaged so that, in EEG's reasonable discretion, providing, maintaining, or continuing of School operations would be unfeasible, economically or

practically, in the reasonable determination of EEG, provided that notice of termination is delivered by EEG to the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

- d. **Notice of Termination.** In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than February 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year.
- e. **Obligations on Termination.** In the event this Agreement is terminated by either Party for any reason prior to the end of the Agreement's term:
- In the event that the School or EEG elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay EEG the fees due to EEG pursuant to "Fees" Section herein, then EEG shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the Fees owed to EEG pursuant to "Fee" Section herein, EEG may terminate the Agreement after the expiration of the 14-day period for notice and cure of non-payment.
 - Upon termination of this Agreement for any reason whatsoever, the School shall (i) immediately pay to EEG and/or any of EEG's affiliates any monies owing to such person or entity, and (ii) promptly return to EEG any materials containing the Educational Model, EEG's methods of instruction or operation and, subject to paragraph (b) below, all EEG's real and personal property, the Parties acknowledging that, subject to paragraph (b) below, all such material purchased by EEG with EEG's funds in furtherance of this Agreement shall be property of EEG. EEG shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement.
 - Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to EEG delivered within 30 days of the final date of termination, to (i) have all personal property leases relating to operation of the School assigned to and

assumed by the School, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by EEG and used exclusively or primarily in connection with the operation of the School. The purchase price for any such owned assets acquired under clause (ii) above shall be the “remaining costs basis” of such assets (as that term is defined below) at the time of purchase. This Section shall survive any expiration or termination of this Agreement. For purposes of this Agreement, the “remaining cost basis” of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by EEG.

- All School financial records shall be made available to the School’s independent auditor.

4. Financial Terms.

Payments. The following shall represent the financial responsibilities between the Parties. The School shall also pay a monthly continuing fee to EEG a base of Twelve Percent (12%) of the School's Qualified Gross Revenues, less the amount of any outstanding Default Costs and Expenses (“Fee”).

“Qualified Gross Revenues” shall mean the revenue per student received by the Corporation from the State pursuant to the Ohio Revised Code, excludes transportation and facility funding.

- The School shall pay any costs required by the Charter not specifically included in this Agreement. While EEG will be the hiring agent and employ all school staff, the School will be responsible for paying all associated payroll and staffing cost.
- All furniture, computers, software, equipment, or other personal property purchased with state funds that are paid to EEG for use in operation of the school is property of the School and is not property of EEG.
- As approved by the Board, Parties may agree to have EEG act as its payment agent for various other expenditures not included in the Continuing Fee. EEG will be entitled to reimbursement for these expenses without interest or cost greater than the dollar-for-dollar reimbursement on a monthly basis as they are incurred upon the submission of appropriate documentation.

- EEG will invoice the School monthly according to the Continuing Fee. The School shall make all such fee payments to EEG within ten (10) calendar days of the delivery by EEG to the School of an invoice therefore. EEG may charge interest at lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Ohio law, for any invoices unpaid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by EEG to perform under the terms of this Agreement, or if the School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the School is disputing any charges. The School shall notify EEG of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Ohio. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, EEG shall refund such amount to the School.
- To the extent that any adjustments as a result of a state audit are the result of EEG failure to adequately perform its responsibilities under this Agreement or the Charter, EEG will be required to either: (i) return any required funds to the School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding of the School, reduce the fees invoiced the School by the amount that funding is withheld.
- Survival of Obligations. This Section shall survive any expiration or termination of this Agreement until all payments properly incurred prior to the date of such expiration or termination shall have been paid in full.

5. **Proprietary Information**

To the extent that materials, documents or ideas were, or are, owned, designed, developed, formulated, written by or created by EEG, the School agrees that EEG shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials provided by EEG, its employees, members, Board of Directors, officers or subcontractors, except for personal property purchased with state funds for use in the operation of the School that were paid to EEG by the School as payment for services rendered (Such property is property of the School in accordance with 3314.0210 of the Revised Code.) The School shall have the right to use such materials during the term of this Agreement. To the extent materials, documents or ideas were formulated by, written by or created by EEG, EEG shall have the sole and exclusive right to license such materials for use by other school districts, customers or other persons or entities or to modify and/or sell materials. The School

shall treat any proprietary information owned, designed, developed, written, or created by EEG as though it were a trade secret or protected by copyright, and shall use efforts as may be reasonably requested by EEG in writing to refrain from disclosing, publishing, copying, transmitting, modifying altering or utilizing such proprietary information during the term of this Agreement or at any time after its expiration other than the extent necessary for implementation of this Agreement.

6. Indemnification.

- **Indemnification by EEG of the Board.** To the extent not covered by insurance or not barred by any state legislation, EEG shall defend, indemnify and hold the Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by EEG, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall apply to any successful indemnification claim brought against the School under its indemnity obligations set forth in Charter School Contract. In no event shall this indemnification apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of EEG shall survive the termination of this Agreement. EEG shall have the right, at its own expense, to participate in the defense of any suit, without relieving EEG of any of its obligations hereunder.

- **Indemnification by the School.** To the extent not covered by insurance or not barred by any state legislation, the School shall defend, indemnify and hold EEG and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which EEG and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any EEG officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the School shall survive the termination of this Agreement. The School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the School of any of its obligations hereunder.

- **Indemnification Procedure.** The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related

settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

7. Limitation of Liabilities.

- In no event will the School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of EEG, its directors, officers, employees, or agents.
- In no event will EEG and their respective employees or agents be responsible or liable for the debts, acts or omissions of the School, its directors, officers, employees, or agents.
- **Charter School Insurance.** The School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the School may elect to maintain additional coverage. EEG shall be included as an “additional insured” as to any such coverage. The School will also maintain and keep in force Director and Officer's Insurance in the amount required by the Sponsor or by the Charter, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.
- **Liability Insurance.** Liability insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the Charter School.

8. Notices.

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School: Bridge Gate Community School, Inc.

CC: Amy E. Goodson, Esq.
 288 S. Munroe Road
 Tallmadge, OH 44278

If to EEG:

EEG Bridge Gate, LLC.
Attention: Officers
526 S. Main St., Suite 509
Akron, Oh 44311

9. Miscellaneous.

- Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either Party only with the prior written consent of the other, which consent shall not be unreasonably withheld; provided that a change in control of EEG or its managing member, notice of which shall be provided by EEG to the Board, shall not be deemed a violation of this Agreement.
- Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
- Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
- No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be

deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

- Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
- Governing Law. This Agreement shall be governed and controlled by the laws of the State of Ohio. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Ohio, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.
- 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance from the IRS that the Charter School is a tax exempt organization under Internal Revenue Code Section 501(c)(3).
- Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.
- Compliance with laws, policies, procedures, and rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.
- Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.
- Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest

the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

- Status and Relationship of the Parties. EEG is a limited liability company organized under the laws of in Ohio, and is not a division or a part of the School. The School is a Ohio not-for-profit education corporation authorized by the Charter School Law and is not a division or part of EEG. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of EEG shall be deemed to be an agent or employee of the School. EEG shall be solely responsible for its acts and the acts of its agents, employees and subcontractors and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between EEG and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement executed by EEG and the School.
- Additional Programs. The EEG shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to with the Board. The Board and EEG may decide that EEG may provide additional programs which are not inconsistent with the Contract or state or federal law. Payment for such programs or services shall be negotiated by the Parties separate and apart from this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

Bridge Gate Community School, Inc.

EEG Bridge Gate, LLC.

By: [Signature]
Title: Board President
Date: April 27, 2016

By: [Signature]
Title: CEO
Date: 4-27-16

ATTACHMENT 7

PROTOCOL FOR RENEWAL CONSIDERATIONS

Pursuant to Ohio Revised Code 3314.07, the Board of ERCO may choose to renew or to not renew a contract at its expiration with a sponsored school. This policy establishes the reasons for which the Board may renew or not renew a sponsored schools contract and explains the procedures to be followed if non-renewal occurs. In the event of any conflict, ambiguity or discrepancy between the provisions of this policy and the Sponsorship Agreement, the provisions of the Sponsorship Agreement shall prevail.

General Considerations

The Board may take into account many factors when it contemplates a renewal of a community school contract. Among other factors, the Board considers academic performance and financial viability; governance functionality, student progress, compliance with state and federal laws, the performance of the home district and surrounding community schools where the students may attend, and other management and operational indicators.

Criteria for Renewal

Pursuant to Ohio law, the Board may not renew a Sponsorship Agreement during the contract term when there is clear evidence of one (1) or more of the following:

1. Failure to meet student performance requirements stated in the contract;
2. Failure to meet generally accepted standards of fiscal management;
3. Violation of any provision of the contract or applicable state or federal law; or
4. Other good cause.

Based on quality practices, the Board includes within the criteria for non-renewal the following:

1. Clear evidence of unacceptable academic performance;
2. Financial mismanagement;
3. Violations of law; and/or
4. Violation of terms of the Sponsorship Agreement.

Evidence supporting renewal or non-renewal includes, but is not limited to, academic performance measures from the Sponsorship Agreement, the community school's report card issued by the State of Ohio, financial audits, site visit reports, compliance reports, opinion of legal counsel, status reports on corrective action plans or other required interventions, documentation required by the Sponsorship Agreement, or other evidence demonstrating performance no non-performance of the School over the term of the Agreement or the three most recent years' of operation.