

Ohio Community School Contract  
BRIDGES COMMUNITY ACADEMY, INC.

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1 **Community School Contract**

2 This Ohio Community School Contract (the "Agreement"), effective the 1st day of July 2022, is made  
3 and entered into between the Ohio Department of Education (the "Sponsor") and the governing  
4 authority ("Governing Authority") of Bridges Community Academy, Inc. , a public community school  
5 organized as an Ohio public benefit corporation dba Bridges Preparatory Academy (the "School")  
6 (individually as a "Party" and collectively, the "Parties").

7 **Background Information**

8 The Sponsor operates pursuant to Ohio Revised Code ("ORC" or "Revised Code") Chapter 3314 and has  
9 the authority to sponsor community schools and establish the Ohio Department of Education Office of  
10 Ohio School Sponsorship to perform the sponsorship duties pursuant to ORC 3314.029.

11 The Governing Authority of the School desires to continue to operate under the oversight of the  
12 Sponsor.

13 The Ohio Department of Education ("Department") approved the continuation of sponsorship for a term  
14 as designated in Section 1B of this Agreement.

15 **Provisions**

16 Now therefore, in consideration of the foregoing recitals and the mutual understandings, releases,  
17 covenants and payments contained herein, the Parties agree as follows:

18 **Section 1 Charter and Term**

19 A. The Sponsor agrees that the Governing Authority may continue to operate a start-up brick and  
20 mortar Ohio public community school as permitted by law, subject to all applicable federal  
21 regulations and laws, the laws of the State of Ohio and to the terms of this Agreement.

22 B. This Agreement is effective as of July 1, 2022 and shall continue through June 30, 2025. Any  
23 renewal of the School shall be subject to the School meeting requirements of this Agreement,  
24 including performance standards, meeting the application criteria of the Sponsor, and is subject  
25 to the provisions of ORC 3314.07.

26 C. The Governing Authority may carry out any act or ensure the performance of any function that  
27 is in compliance with Ohio Community School Law (ORC Chapter 3314), the Ohio Administrative  
28 Code, and all relevant Federal and State laws, as well as those outlined in this Agreement.

29 D. Except as otherwise permitted by this Agreement, or the Sponsor, contracts entered into by the  
30 School with third parties shall provide for a right to cancel, terminate, or non-renew, effective  
31 upon the suspension or termination of this Agreement, provided such a provision is agreed upon  
32 by the third party. Notwithstanding the foregoing, this provision shall not affect any existing  
33 contracts or agreements between the School and any third party that precede the date of this  
34 Agreement.

35 E. Before executing this Agreement, the Governing Authority must pass a resolution in a public  
36 board meeting approving the Agreement and authorizing one or more individuals to execute

37 this Agreement for, and on behalf of the Governing Authority, with full authority to bind the  
38 Governing Authority.

- 39 F. The Governing Authority shall employ an attorney independent from the Sponsor and, if  
40 applicable, the Operator (an education management organization or charter management  
41 company defined by ORC 3314.02(A)(8) , referred herein as the "Operator") for any negotiation  
42 of this Agreement or its amendments.

## 43 Section 2 Governing Authority and Corporate Status of School

### 44 **2.1 Community School Corporate Status**

45 The School is a community school incorporated as an Ohio public benefit corporation pursuant to ORC  
46 Chapter 1702. The School shall continue to operate as an Ohio public benefit corporation and shall  
47 ensure that its operation is in accordance with its Articles of Incorporation, which is attached to this  
48 Agreement as **Attachment 1**. The School has applied for and is awaiting a determination pursuant to  
49 Section 501(c)(3) of the Internal Revenue Code. A copy of the tax-exempt determination letter is  
50 attached to this Agreement as **Attachment 2**. The School is subject to Ohio laws that apply to all  
51 community schools, now existing and as subsequently enacted or amended, and all Sponsor policies.  
52 Further, the School is a public entity within the meaning of Ohio Revised Code, and is additionally  
53 subject to the Ohio Sunshine Laws, which includes the Open Records Act ORC 149.43 and Open  
54 Meetings Act ORC 121.22.

### 55 **2.2 Compliance with Agreement**

56 The School will be bound by and operated in a manner consistent with the terms of this Agreement so  
57 long as such terms are in accordance with state, federal and local rule and law.

### 58 **2.3 Corporate Purpose**

59 The purpose of the corporation, as set forth in its Articles of Incorporation, will include the operation of  
60 a community school pursuant to ORC 3314.01, et seq. according to all applicable laws and rules.

### 61 **2.4 Governance**

62 The School represents that it is and shall maintain its status as a public benefit corporation. The Articles  
63 of Incorporation and Code of Regulations of the School will provide for governance of the operation of  
64 the School in a manner consistent with this Agreement, and state and federal law. The Articles of  
65 Incorporation and Appointment of a Statutory Agent are attached to this Agreement as **Attachment 1**.

### 66 **2.5 Code of Regulations (Bylaws)**

67 The Code of Regulations must include a provision that the corporation will be governed by a Governing  
68 Authority of not less than five (5) members. The Governing Authority shall attempt to have a majority of  
69 the members comprised of individuals who live or work in the county of which the School is located. No  
70 member of the Governing Authority shall serve on the Governing Authority of more than five (5)  
71 community schools at the same time unless meeting the exceptions as outlined in ORC 3314.02(E)(3).  
72 No member of the Governing Authority shall serve as a member of a school district board of education.  
73 The names, electronic mail addresses, preferred contact telephone number, biographical vitae

accurately reflecting experience, education, and other professional information of the current members of the Governing Authority is provided to the Sponsor. Any change of Governing Authority membership shall require prompt notification to the Sponsor with name, contact information and biographical information or resume. The names of all Governing Authority Members and electronic mail address used for School business are attached to this Agreement as **Attachment 3**. A description of the process by which the members of the Governing Authority shall be selected in the future and the process by which the Governing Authority addresses conflicts of interest shall also be included in **Attachment 3** (unless these processes are outlined in the Code of Regulations, attached to this Agreement as **Attachment 4**).

## **2.6 Membership of Governing Authority**

- A. The Governing Authority shall consist of no fewer than **five (5)** members. All governing authority members must comply with ORC 3314.02(E) and any other applicable law, rule, or regulation.
- B. Limitations on Membership. No present or former member, or immediate relative of a present or former member of the Governing Authority shall be an owner, employee, or consultant of the community school's Sponsor or, if applicable, the Operator, unless at least one (1) year has elapsed since the conclusion of the person's membership on the Governing Authority. Any individual under final consideration for appointment to the Governing Authority shall have an Ohio and federal background check conducted in the manner described in ORC 3319.39 and at least every five (5) years thereafter, unless the individual was a resident of Ohio for the five (5) preceding years in which case only an Ohio background check is required. The results of these background checks shall be maintained at the School and the School shall obtain the consent of prospective Board members to release their criminal background check results to the Sponsor.
- C. Annual Verification of Findings for Recovery. Beginning July 1, 2020, all Governing Authority members shall undergo an annual verification, conducted by the Sponsor, that no findings for recovery have been issued against any members of the Governing Authority, via a search of the Auditor of State database. If an undisputed unresolved finding for recovery is found, the Sponsor may require that the member or member(s) must immediately resign from the Governing Authority and may prohibit the individual from serving until such time that all findings for recovery have been resolved.
- D. Conflict-Of-Interest Disclosure. Each member of the Governing Authority shall annually, by **September 30** of each year, or within 30 days of becoming a member of the Governing Authority, file a conflict-of-interest disclosure statement with the School setting forth the names of any immediate relatives or business associates employed by any of the following within the previous three (3) years:
- The Sponsor;
  - The Operator;
  - A school district or educational service center that has contracted with the School; or
  - A vendor that is or has engaged in business with the School.



- E. Annual Disclosures. The Governing Authority must provide the following items to the Sponsor no later than **September 30** of each year or **within thirty (30) days of becoming a member** of the Governing Authority:
- Resume or biographical vitae; and
  - Signed Annual Conflict of Interest Disclosure Statement.; and
  - Signed Attestation confirming compliance with all provisions listed in ORC 3314.02(E).
- F. Sponsor Attendance at Governing Authority Meetings. The Sponsor's designee can act as a non-voting member of the Governing Authority, but the Sponsor shall not be considered a member of the Governing Authority under any provision of Ohio law or this Agreement. If the Governing Authority enters into executive session to discuss its contractual relationship with the Sponsor or its designee, or to discuss matters of attorney client privilege, such individual may be excused from executive session for that discussion at the sole discretion of the Governing Authority. The Sponsor's designee may attend executive sessions for all other reasons. When any Sponsor representative or designee is included in an executive session, he/she will abide by all applicable confidentiality rules.

## **2.7 Governing Authority Required Training**

- A. All Governing Authority members shall complete at least two (2) hours annually of required trainings conducted by the Governing Authority's counsel, Sponsor, or an entity pre-approved by the Sponsor. Training includes:
- As required by ORC 3314.037, all members of the Governing Authority, the designated fiscal officer of the School, the chief administrative officer, and other administrative employees of the School with decision making authority, and, if applicable, all individuals performing supervisory or administrative services for the School under a contract with the Operator of the School, shall complete training on an annual basis on the public records and open meetings laws and provide evidence of completed training to the Sponsor, so that they may comply with those laws as prescribed by ORC 3314.03(A)(11)(d).
  - All members of the Governing Authority, the designated fiscal officer of the School, the chief administrative officer, other administrative employees of the School with decision making authority, and all individuals performing supervisory or administrative services for the School under a contract with the operator of the School must complete annual Ethics training as approved by the Sponsor. The evidence of completed training must be provided to the Sponsor as requested.
  - Annually review Roles and Responsibility training as provided by the Sponsor.
- B. All first-year Governing Authority members must receive the following required training within six (6) months of election or appointment: 1) public records and open meetings laws training, 2) ethics training, and 3) Governing Authority roles and responsibilities. Proof of completion of training shall be provided to Sponsor.

## **2.8 Governing Authority Compensation**

The Governing Authority may provide by resolution, for the compensation of each of its members in accordance with Ohio law. However, no individual who serves on the Governing Authority shall be

compensated more than one hundred twenty-five dollars (\$125.00) per meeting of that Governing Authority and no such individual shall be compensated more than a total amount of five thousand dollars (\$5,000.00) per year for all governing authorities upon which the individual serves. Each member of the Governing Authority may be paid compensation for attendance at an approved training program, provided that such compensation shall not exceed sixty dollars (\$60.00) a day for attendance at a training program three (3) hours or less in length and one hundred twenty-five dollars (\$125.00) a day for attendance at a training program longer than three hours in length.

## **2.9 Governing Authority Meetings**

The Governing Authority must hold a minimum of **six (6)** regular meetings per year. The calendar of all regular meetings shall be provided to the Sponsor in writing at the beginning of each school year but no later than August 1 of each school year. Notice of such regular meetings along with all meeting materials shall be provided to the Sponsor at the same time the Governing Authority members receive such notice and materials. The School shall arrange for video or telephonic participation by the Sponsor for all meetings. Notice of additional regular meetings or special meetings must be sent to the Sponsor as soon as scheduled, and in no case with less than twenty-four (24) hours advanced written notice. The Governing Authority shall adopt a policy stating how it will notify the public of all meetings and comply with Ohio Open Meetings Laws. Minutes of each meeting must be provided to the Sponsor and must include enough facts and information to permit the public to know each item the Governing Authority discussed, the results of all votes, and reports or documents presented at the meetings. All minutes, board meeting notices, resolutions, and other related documents must be made available to the public at the school building pursuant to the Ohio Public Records Act and ORC 121.22.

## **2.10 Governing Authority Committees**

The Governing Authority shall create a finance committee and other committees as needed and determined by the Governing Authority. The finance committee shall include the treasurer and shall review all financial related documents deemed necessary by the committee or task force prior to presentation to the Governing Authority for approval.

## **2. 11 Governing Authority Dissolution**

Upon ceasing operations of the School and dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Agreement, and not requiring return or transfer to donors or grantors, shall be paid to in accordance with ORC 3314.074 and ORC Chapter 1702. The School will execute all necessary documents required to convey such items. Upon dissolution, all such documentation shall be provided to the Sponsor as requested to complete the closure. The School shall comply with all closure and dissolution provisions required by the Department and contained in ORC Chapter 3314 and ORC Chapter 1702 and as stated in Section 19 of this Agreement.

## **2.12 Non-Commingling**

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. The School's fiscal officer shall be responsible for ensuring that School funds are properly spent and accounted for each month to



the Sponsor and Governing Authority, as stated in Section 15.3. Failure to comply with this section may result in immediate action by the Sponsor up to and including immediate termination of this Agreement.

## Section 3 School Leadership

### 3.1 Community School Leadership

The Superintendent is responsible for the daily operations of the School. The Governing Authority authorizes the Superintendent, and the on-site School Leader, to serve as a contact person for the Sponsor. The School shall immediately notify the Sponsor in writing with any change in the identity of the School's leadership.

The organizational structure, management/administration, and Governing Authority relationships must be accurately reflected in an organizational chart attached as **Attachment 5**. A written narrative that describes the working relationship and responsibilities with each entity and School personnel job descriptions must be included in **Attachment 5**. Any material modification to the organizational structure must be submitted in writing to the Sponsor as a contract modification request prior to implementation. A material modification for purposes of this paragraph is determined to be one that changes the managerial or administrative structure of the School. These changes include inserting new entities into the organizational structure but does not include changing names or titles of those individuals already identified within Attachment 5.

### 3.2 Opening

The School shall meet all the Opening and Closing Assurances described in **Appendix 1 and provide required documentation as evidence to the Sponsor**, as contained in ORC Chapter 3314 and as modified by the Department, no later than ten (10) business days **before** the School's first date of instruction in year one of the School's operations. Subsequent years will follow Sponsor opening requirements. When required, failure to timely fulfill any material term of the Opening and Closing Assurances shall be considered a material violation of conditions, standards, or procedures provided for in the Agreement and shall be grounds for Sponsor intervention, which may include suspension or termination of this Agreement. The School shall begin operation for the academic year no later than September 30<sup>th</sup> by teaching the minimum number of students permitted by this Agreement in paragraph 5.2, unless the mission of the School is solely to serve dropouts or the Sponsor is rated "exemplary" for two (2) consecutive years.

### 3.3 Required Sponsor Training for School Employees

The School agrees that appropriate personnel will attend required trainings provided by the Sponsor (for which at least seven (7) days' notice is provided). The Sponsor will provide which personnel are deemed appropriate for each training within said notice. Mandatory trainings include an annual August virtual or in-person all-school training/conference and up to six (6) mandatory professional development conferences per year. These mandatory trainings may occur in-person, or through tele-conference or video-conference. Additional voluntary training and/or professional development opportunities may be available throughout the year and are considered voluntary. Note that these mandatory trainings and/or professional development sessions are in addition to any training sessions required by the Department.

## Section 4 Sponsor Assurances

### 4.1 Sponsor Rights to Review

Pursuant to the Sponsor's authority for oversight, monitoring, and providing technical assistance to the School, the School shall operate and shall be accountable to the Sponsor subject to all applicable federal and state laws and regulations, and Sponsor policies and regulations. All records established and maintained in accordance with the provisions of this Agreement, policies, and federal and state law and regulations shall, subject to the limitations set forth below, be open to read-only inspection and review and made available in a timely manner to Sponsor officials. The School and Sponsor agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA") and 34 CFR Part 99, the Sponsor is an authorized representative of a state educational authority and that the School is permitted to disclose to the Sponsor personally identifiable information from an education record of a student without parental consent (or student consent where applicable) Disclosure is subject to the requirements of 34 CFR 99.35, and uses of the information may include conducting audits, compliance evaluations, and other reviews as necessary for the Sponsor to carry out its statutory duties.. The Sponsor agrees to use, maintain, and redisclose any education records only in accordance with applicable requirements contained within FERPA. Records include, but are not limited to read-only access the following:

- School policies, and procedures
- Education records, including but not limited to, student cumulative files, and student records including individualized education programs ("IEPs") and evaluation team reports ("ETRs") with student personally identifiable information and other protected information redacted;
- Corporate records of the School including Governing Authority meeting minutes;
- Financial records;
- Educational program, including test administration procedures and student protocols;
- Personnel records, including evidence that criminal background checks have been conducted, with confidential information such as medical information and social security numbers redacted;
- School operations, including health, safety and occupancy requirements;
- Inspection reports of the facility or facilities; and
- Any corrective action notices.

### 4.2 Sponsor Visits to School

The Sponsor may make announced or unannounced visits to the School to fulfill its oversight responsibilities. However, except in emergencies, and when directed by the Director of the Office of School Sponsorship or the Director's designee, visits should be prearranged in a professional manner with at least twenty-four (24) hours' notice to the School's leader to avoid needless disruption of the School's educational and testing process and programming.

### 4.3 Complaints Received Regarding the School

The Sponsor agrees to notify the School as soon as practicable regarding any substantive complaints about the School that the Sponsor receives, whether verbal or written and whether from the Department, Office of Community Schools, directly from an individual, or any other entity. The notification shall be made within three (3) business days of receipt of the complaint by the Sponsor and



shall include information about the substance of the complaint. In the case of anonymity, the School will address any verifiable facts and report to the Sponsor. Upon receipt of any complaint, the School must provide a written initial response to the Sponsor within five (5) business days and a supplemental response within fifteen (15) business days or such additional time as agreed to by the Sponsor. This response must include actions taken or proposed to be taken by the School to resolve the complaint. Investigation of complaints may warrant a site visit, review of records, interviews with School staff and submission of evidence that the complaint has been resolved. All written responses from the School are subject to review by the Sponsor. The Sponsor may provide reasonable recommendations to assist with the School's proposed resolution of the complaint.

#### **4.4 School Health or Safety Issues**

The School shall immediately notify the Sponsor (by email or any other practical and timely method) of any emergency with circumstances requiring School closure, lockdown, or any other action that may affect School health or safety. The School shall provide to the Sponsor a calendar of planned emergency drills including, without limitation, fire, tornado, and lockdown drills.

#### **4.5 Academic Performance, Data Monitoring and Review Process**

Annually, the Sponsor will review the School's most recent Local Report Card ("Report Card"). The School shall take time to review and analyze the data and determine areas of improvement and determine if the plan (developed under the Ohio Improvement Process) should be modified based upon the Report Card data. The School has established multi-year academic improvement goals and targets. These goals may be amended from time to time based upon review of data and such amended goals may be altered after approval by the Governing Authority. The academic and Report Card performance goals and targets may be amended by the Governing Authority to include any new Report Card measures that may be added during the term of this Agreement. The Sponsor may make reasonable recommendations, provided such recommendations do not result in a financial hardship, as determined by the School, to be included in the School's performance goals and targets. The Sponsor will annually review the performance of the School and may add improvement goals that the School shall implement in order to meet the academic goals and objectives established by the Sponsor. A copy of the Sponsor's Performance Framework (the "Performance Framework") and Report Card is attached as **Appendix 2**.

#### **4.6 Sponsor Access to Student Records**

The School shall annually make available, information regarding special education and related services for students enrolled in the School to Sponsor officials who have legitimate educational interests in such records within the meaning of FERPA in order to comply with reporting requirements imposed by applicable state or federal law. Such information shall include all funding received for special education and related services and how such funds were expended. Upon Sponsor request, the School shall timely make available information regarding special education and related services for students enrolled in the School. The Sponsor shall have read-only access and shall use such information exclusively for fulfillment of its oversight and monitoring responsibilities or for compliance with the law and shall not use such information acquired from the School for any other purpose. Notwithstanding anything to the contrary in section 4.1 or herein, the Sponsor shall not have access to personally identifiable information of students or confidential information.



## Section 5 School Assurances

### 5.1 School Compliance

The School agrees that it shall comply with all requirements set forth in ORC Chapter 3314, as currently written or as amended during the term of this Agreement.

### 5.2 Minimum number of Students

The School shall provide learning opportunities to a minimum of forty (40) students, subject to the agreed minimum enrollment requirements set forth in Section 13, for a minimum of nine hundred twenty (920) hours per school year. Enrollment shall be limited to no more than the occupancy permitted for the building; unless a change in this provision of the Agreement has been requested by the Governing Authority and approved by the Sponsor.

### 5.3 Compliance with ORC Chapter 3314.03

The School will comply with ORC 9.90 (Purchase or procurement of insurance for educational employees), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 2151.357 (Response respecting sealed records), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium prohibited), 3302.037 (Notification of report card to parents and board), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.608 (Third-grade reading guarantee), 3313.609 (Grade promotion and retention policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Advanced standing programs for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on career advising), 3313.6024 (Reporting on prevention-focused programs), 3313.6025 (Instruction on proper interaction with peace officers), 3313.6026 (FAFSA data sharing agreement), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.6411 (Providing report card to parent), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, expulsion, removal, and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment, intimidation, or bullying required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences; removal of students in grades pre-k through three), 3313.669 (Threat Assessment Teams), 3313.6610 (Anonymous reporting programs), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.716 (Possession and use metered dose inhaler



or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine autoinjector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7112 (Diabetes care), 3313.721 (Health care for students), 3313.80 (Display of the national flag), 3313.814 (Standards governing types of foods and beverages sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.818 (Breakfast programs), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073 (In-service training in child abuse prevention programs, school safety and violence prevention, and training on the board’s harassment, intimidation, or bullying policy), 3319.077 (Teacher professional development in dyslexia), 3319.078 (multi-sensory structured literacy certification), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students; duties of the board), 3320.01-3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.041 (Excused absences for certain extracurricular activities), 3321.13 (Duties of teacher and superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian, or other person having care of any absent student), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3323.251 (dyslexia screening), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (School emergency management plans), and 5705.391 (Board of education spending plan), ORC Chapters 117. (Auditor of State), 1347. (Personal Information Systems), 1702. (Non-Profit Corporation Law), 2744. (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314. (Community Schools), 3365. (Post-Secondary Enrollment Options Program), 3742. (Lead Abatement), 4112. (Civil Rights Commission), 4123. (Workers’ Compensation), 4141. (Unemployment Compensation), and 4167. (Public Employment Risk Reduction Program) as if it was a school district and ORC 3301.0714 (Guidelines for statewide education management information system) as specified in ORC 3314.17 (Statewide education management information system). The School shall comply with these Sections and Chapters now in effect and as amended from time to time during the term of this Agreement.

Comply with ORC Chapter 102. and ORC 2921.42.

Comply with ORC 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3314.6114 except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the Governing Authority of the community school rather than the curriculum specified in ORC Title XXXIII or any rules of the State Board of Education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by

completing the requirements prescribed in ORC 3313.603(C), unless the person qualifies under 3313.603(D) or (F). Each school shall comply with the plan for awarding 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 divisions (J)(1) and (2) of section 3313.603 of the Revised Code. 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 experiences, internships, or cooperative education developed by the Department under division (J)(3) of section 3313.603 of the Revised Code.

#### **5.4 School Annual Report (ORC 3314.03)**

Per ORC 3314.03(A)(11)(g), the Governing Authority must submit, within four (4) months after the end of each school year, an Annual Report in a format approved by the Sponsor, with information required by the Sponsor and a list of its activities and progress in meeting all applicable Report Card measures, and the unique objectives of the School's Educational Plan, which are included in **Attachment 6** and its progress in meeting academic and non-academic performance goals and standards, its financial status and progress of meeting the goals and standards of this Agreement to the Sponsor, and to the parents of all students enrolled in the School.

**A draft report shall be provided to the Sponsor for review and input at least two (2) weeks prior to the distribution of the Annual Report.** At the request of the Sponsor, a representative of the Governing Authority and the School shall attend a pre-arranged meeting of the Sponsor to present the Annual Report to the Sponsor in detail for discussion.

#### **5.5 Teacher Licensure (ORC 3314.03)**

The School shall ensure all classroom teachers are properly licensed pursuant to ORC 3319.22 through 3319.31. However, the School may engage noncertificated persons to teach up to twelve hours per week pursuant to ORC 3319.301 or up to forty hours per week if the School operates a dropout prevention and recovery program and the individual is teaching in an industry recognized credential program pursuant to ORC 3319.301 and obtaining proper certification and/or permits by the Department.

#### **5.6 Nonsectarian (ORC 3314.03)**

The School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

#### **5.7 Recognize the Authority of State Agencies**

The School recognizes the authority of public health and safety officials to inspect the facilities of the School and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations.

The School recognizes the authority of the Department, as the community school oversight entity, to suspend the operation of the School under ORC 3314.072 if the Department has evidence of conditions



or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor does not take such action.

#### **5.8 Additional Assurance (ORC 3314)**

The School will comply with ORC 3313.801 as if it were a school district unless the School is an on-line (e-school).

If the School operates a preschool program that is licensed by the Department under ORC 3301.52 to 3301.59, the School shall comply with ORC 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under ORC 3301.53.

The School must arrange for providing healthcare and benefits to employees.

If the School is an on-line (e-school) or is designated as a blended learning School, it must comply with ORC 3314.21 and the requirements stated in the Specialized Education Model Requirements in **Appendix 4**.

If the School operates a dropout-prevention and recovery school, it must comply with all provisions of statute and administrative rule and must comply with the requirements stated in the Specialized Education Model Requirements in **Appendix 4**.

The School will comply with section 3321.191 of the Revised Code, unless it is an internet- or computer-based community school that is subject to section 3314.261 of the Revised Code.

The Governing Authority must adopt an enrollment and attendance policy and ensure that the School enacts a process that requires a student's parent to notify the School when there is a change in the parent's or student's primary address. The policy and process must include annual notification to parents.

The Governing Authority must adopt a policy and process by which student residence information is verified on a regular basis. The policy and process must include a verification upon enrollment, periodically throughout the school year and at the end of each school year.

The School shall comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the following:

- An internet or computer-based community school; or
- A community school in which a majority of the enrolled students are children with disabilities as described in ORC 3314.35(A)(4)(b) of the Revised Code.

#### **5.9 Statutory References**

The statutory references in this section are currently provided for and required to be in this Agreement pursuant to ORC 3314.03, which is subject to amendment by Ohio's General Assembly. All references in this Agreement to ORC Sections shall refer to the most current statute as may be amended during the term of this Agreement.

#### **5.10 School Contracts must Contain Right to Cancel**

Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew, effective upon the expiration date or suspension of this Agreement, provided such a provision is agreed upon by the third party. This includes contracts with teachers and non-teaching staff. Notwithstanding the foregoing, this provision shall not affect any existing contracts or agreements between the School and any third party that precede the date of this Agreement.

#### **5.11 Annual Review of Contract**

The Governing Authority and Sponsor must meet at least once yearly, upon such a meeting being organized by the Sponsor, to review the terms and provisions of this Agreement. At the meeting and any other time, the Governing Authority and Sponsor may consider requesting a contract modification approved by mutual agreement of the Parties.

#### **5.12 Auditor of State Bond (if applicable)**

If the School opened after February 1, 2016, the Governing Authority of the School must either post a bond in the amount of \$50,000 or deposit cash in that amount, with the Auditor of State in accordance with ORC 3314.50, and the Department may withhold funding pursuant to ORC 3314.191 if the bond is not posted or cash deposited pursuant to ORC 3314.191 or as otherwise provided for by law. If applicable, the Operator may deposit cash in the amount of \$50,000 or provide a written guarantee of payment which shall obligate the Operator to pay the costs of audits of the School up to an amount of \$50,000 with the Auditor of State in accordance with ORC 3314.50.

#### **5.13 School Records**

The School agrees to comply with all federal, state, and Sponsor record keeping requirements including those pertaining to students, governance, and finance. All financial records shall comply with the standards for financial reporting as set forth in ORC 3301.07(B)(2). The School shall be notified within ten (10) business days following adoption of new or materially modified Sponsor policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the Department's student information system. In addition, the School shall ensure that records for students enrolling in the School or other schools are transferred as quickly as possible. Financial records shall be reconciled at least monthly. All public records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. **The School further agrees to assist the Sponsor in accessing (in a read-only manner) or reviewing any records as part of its oversight responsibility or to address its compliance requirements. In addition, to assist the Sponsor in evaluating and monitoring the performance of the School, the School shall provide the Sponsor with READ ONLY access to all of the Department's systems, including but not limited to: Education Management Information System (EMIS); Secure Data Center (SDC); Comprehensive Continuous Improvement Plan (CCIP); Ohio Educational Directory System data, and the Compliance System so that the Sponsor may adequately evaluate the performance of the community school so long as educational records or information required to be kept confidential is not accessible to the Sponsor unless authorized by law or this Agreement. Further, the School agrees to consent and sign any documentation required to grant read-only access to any of the systems.**



#### 5.14 Audit documents and Special Audits

The School shall submit to the Ohio Auditor of State and copy the Sponsor on all reports statutorily due no later than one hundred fifty (150) days following the close of the fiscal year as currently required, or as may be amended during the term of this Agreement.

The Sponsor may order a special financial audit of the School from the Auditor of State if, in the sole discretion of the Sponsor, the Sponsor has reason to believe that the School has:

- Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the School's finances;
- Improperly maintained its financial records; and/or
- Insufficient financial controls appear to be occurring.

Prior to ordering the special financial audit, the Sponsor shall notify the Governing Authority of its intention to order a special financial audit and provide a written explanation as to why such a request is being made. The Sponsor shall give the School thirty (30) days to cure any perceived financial issue prior to ordering the special financial audit.

### Section 6 Notification to Sponsor

#### 6.1 Timely Notice

The School shall promptly notify the Sponsor, the Department, and other appropriate authorities in the following situations:

- The discipline of employees at the School arising from misconduct or behavior that may affect their employment, or that constituted serious violations of law; or
- Any complaints filed against the School or Governing Authority by or with any governmental agency.

#### 6.2 Immediate Notice

The School shall promptly notify the Sponsor of any of the following:

- Conditions that may cause it to materially vary from the terms of this Agreement, or applicable Sponsor requirements, or significant and ongoing violations of applicable federal or state law or administrative rule;
- Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities unless such closure is a result of a published governmental order or is for a routine closure (e.g. snow days, delayed start/early release for weather conditions, etc.);
- The arrest, dismissal or resignation of any members of the Governing Authority or School employees for any reason. If the arrest, dismissal or resignation of any member of the Governing Authority or School employee is for a crime punishable as a felony or any crime related to the misappropriation of funds or theft, the School shall also provide a written report of the information known at the time of the notification. The School shall also notify the Sponsor if it is made aware of the arrest of any member of the Governing Authority or School employee

543 for any reason. Additionally, the School shall follow all reporting regulations as required in ORC  
544 3314.40 and other relevant laws as required;  
545 • Misappropriation of funds or suspected misappropriation of funds;  
546 • Notice from the Internal Revenue Service or any tax authority related to audits, unpaid taxes or  
547 penalties.  
548 • A default on any obligation, which shall include debts for which payments are past due by sixty  
549 (60) days or more;  
550 • A failure to maintain its corporate status with the Ohio Secretary of State's Office that is not  
551 cured within sixty (60) days of notice of the same; or  
552 • Any Findings for Recovery issued by the Ohio Auditor of State against any member of the  
553 Governing Authority, Operator, fiscal officer, or any employee of the School with responsibility  
554 for fiscal operations or authorized to expend money on behalf of the School.

## 555 Section 7 Compliance with Law and Rule

556 The School shall comply with all applicable federal and state laws, administrative rules, local ordinances,  
557 and Sponsor policies and procedures applicable to community schools.

## 558 Section 8 Reports to Sponsor

559 The School shall provide in a timely manner to the Sponsor any reports necessary and reasonably  
560 required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but  
561 are not limited to, those listed within Section 8, along with projected due dates for the current school  
562 year. Timely notification from the Sponsor shall be provided when due dates are changed or additional  
563 reports are to be provided. The Sponsor will annually update the list of required reports and due dates  
564 and provide this information to the School. Failure to provide reports within ten (10) days after the date  
565 due is a material violation of this Agreement, and the Sponsor may take actions outlined in Section 10.  
566 Annual reports include, but are not limited to:

### 567 8.1 Unique School Objectives

568 The School shall annually provide the Sponsor with a report identifying the progress that the School has  
569 made on each of its unique objectives included in its Education Plan (the "Education Plan"), which is in  
570 **Attachment 6**, during the prior school year. The School and the Sponsor shall mutually determine the  
571 due date of the report given the availability and time necessary for assessment of data;

### 572 8.2 Monthly Financial Reports

573 Required financial reports including budget and enrollment records on a **monthly basis no later than**  
574 **the 15<sup>th</sup> of each month** in the format and with attachments prescribed by ORC 3301.07(B)(2), and  
575 pursuant to ORC 3314.023 and 3314.024 as applicable.

576 Statistical reports including financials, expenditures, income and debt statements, enrollment,  
577 expulsions, suspensions, and any other matter that relates to the financial stability or instability of the  
578 School in the format including any relevant attachments that the Sponsor requests, **on a monthly basis**  
579 **by the 15<sup>th</sup> of each month.**



580 If applicable, a detailed monthly accounting of the nature and costs of goods and services that the  
581 Operator provided to the School pursuant to ORC 3314.024 regardless of whether the Operator received  
582 more than twenty percent (20%) of the School's gross annual revenues.

### 583 **8.3 Comply with all Statutory Reporting Requirements**

584 The Governing Authority shall report **annually** to the Sponsor and the Department of all reporting  
585 requirements set forth by ORC Chapter 3314, including, but not limited to the reporting requirements  
586 set forth in ORC 3314.08(B);

### 587 **8.4 Projected Enrollment**

588 Projected enrollment for the next school year must be included with the Submission of the May 5-year  
589 forecast submission to the Sponsor.

### 590 **8.5 Annual Budget and Five-Year Forecast**

591 The annual School budget, approved by Governing Authority pursuant ORC 3314.032, with evidence of  
592 Governing Authority approval (resolution), if required, shall be submitted in final form to the Sponsor  
593 prior to or simultaneously with its submission to the Department (October 31) of each year. A draft of  
594 the Annual Budget shall be provided to the Sponsor two weeks prior to the submission deadline. The  
595 Annual Budget submission to the Sponsor must be accompanied by a resolution adopted by the  
596 Governing Authority approving the Annual Budget if required by law.

597 Any adjustments made to the annual budget and approved by the Governing Authority must be  
598 submitted to the Sponsor within a reasonable time from approval.

599 Five-year forecasts approved by the Governing Authority are required by Ohio law twice per year. A  
600 draft of the forecast shall be provided to the Sponsor two weeks prior to the filing deadline. The final  
601 forecasts, with evidence of Board approval, if required, shall be submitted to the Sponsor prior to or  
602 simultaneously with its submission to the Department.

### 603 **8.6 End of Year Cash Balance**

604 The School shall provide a report of the School's end of year cash balance within 30 days of the end of  
605 the fiscal year.

### 606 **8.7 School calendar**

607 **No later than April 1** of each fiscal year, the School shall provide the school calendar for the upcoming  
608 school year to the Sponsor and all school districts that provide transportation of the School's students.

### 609 **8.8 Health and Safety Reports**

610 Health and safety information including report of previous year's fire drills and documentation that the  
611 required safety or emergency plans have been submitted to all required agencies, emergency contact  
612 information, etc. – as required by the Sponsor Opening Assurances.

### 613 **8.9 Emergency Management Plans**



The School shall comply with the requirements outlined in ORC 5502.262 and corresponding administrative rules including the incorporation of a threat assessment plan into the emergency management plan. Annually, by July 1 of each year, the School shall review the emergency management plan and provide all required certifications. The School shall submit the information to the Ohio Department of Public Safety as required by law. The School will be responsible for communicating the information required by ORC 5502.262 to local responders.

In addition, the School must register with the SaferOhio tip line, or an alternative 24/7 anonymous tip reporting line that meets the standards of ORC 3313.6610(A), and report annually on the number of reports made/received, and will comply with the requirements of ORC 3313.669 to develop a threat assessment team and ensure that all training requirements for the team members have been met; and

Evidence of submission of required documentation must be made available to the Sponsor for compliance purposes.

#### **8.10 Annual Update of Governing Authority Information**

Details pertaining to Governing Authority membership, including member names, contact information used for official School business, the term beginning and end date, and any office the member holds on the Governing Authority shall be provided to the Sponsor upon execution of this Agreement and upon any changes in Governing Authority membership.

Governing Authority member conflict of interest disclosures – upon execution of this Agreement and upon any changes in Governing Authority members.

Governing Authority member background checks must be completed prior to serving as a member of the Governing Authority and placed on file at the School. Each Governing Authority member must consent to Sponsor's review and inspection of all background checks.

Evidence of Governing Authority annual training, by a Sponsor approved provider, at the Governing Authority's expense, on all topics required by law and the Sponsor, including, but not limited to: community school laws, ethics, and the Ohio Sunshine Laws, which includes public records and open meetings. Submissions must be provided to the Sponsor during the fall collection of documentation.

Evidence verifying that a finding for recovery has not been issued by the Auditor of State against any member of the Governing Authority, the Operator, or any employee of the School with responsibility for fiscal operations or authorization to expend money on behalf of the School as required by Sponsor Opening Assurances and as updated as necessary throughout the year.

Current Code of Regulations – within ten (10) business days after any material changes.

Current Articles of Incorporation and Statutory Agent Information – within ten (10) business days after any material changes.

#### **8.11 Insurance Certificates**

Insurance certification for the School as required by Sponsor Opening Assurances each fiscal year.

#### **8.12 School Comprehensive Plan**

The School's comprehensive plan pursuant to ORC 3314.03(B) including all policies and procedures regarding internal financial controls annually by August 1 of each year throughout the term of this Agreement.

## Section 9 Indemnification of Sponsor

To the extent permitted by law and not otherwise barred by ORC Chapter 2744, the School agrees to indemnify and hold the Sponsor and its respective employees, directors, officers, and agents and assigns them harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are caused by the negligent, grossly negligent or intentional acts of the School or its respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by ORC Chapter 2744 or other law.

## Section 10 Sponsor School Dispute Resolution Procedures

All disputes arising out of the implementation of this Agreement excluding the Sponsor's intervention or determination to place the School on probation, suspension, termination or any conditions leading to those decisions shall be subject to the dispute resolution process set forth in this section, unless specifically otherwise provided.

### 10.1 Notification of Dispute and Performance

- A. The School and the Sponsor agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delaying their performance hereunder, except for any performance which may be directly affected by such dispute.
- B. Either Party shall notify the other Party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Section of this Agreement or the law that is in dispute and the grounds for the position that such item is in dispute and the specific corrective action it wishes the other Party to take. The matter shall be immediately submitted to the President of the Governing Authority and the Director of the Office of Ohio School Sponsorship, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- C. In the event that the matter is not resolved by the President of the Governing Authority and the Director of the Office of Ohio School Sponsorship, or their respective designees, then the matter shall be submitted to the Columbus Bar Association for non-binding mediation before at least one mediator mutually agreed upon by the Parties, if one mediator cannot be agreed upon then each Party will select one mediator and a request will be made for the Columbus Bar Association to appoint one mediator. The notice for non-binding mediation shall be in writing to the other Party within thirty (30) days following the Governing Authority meeting. The thirty (30) days shall be determined by the date of the last Governing Authority meeting at which the matter is discussed. If non-binding mediation does not resolve the dispute, then the Parties may pursue any available legal remedies.

### 10.2 School Violations of Law or this Agreement



If the School is subject to nonrenewal or revocation for any reasons listed in the Agreement, or any of the reasons for suspension pursuant to ORC 3314.072 or probation pursuant to ORC 3314.073, or is in violation of state or federal law or regulations, or otherwise materially breaches the Agreement, the Sponsor may, but is not required to, impose other remedies prior to placing the school on probation or suspending or terminating the School's operation. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the Sponsor shall send notice as provided in subsection E below.

- A. Plan Submission. The Sponsor may require the submission of a plan to remedy the deficiency. Upon the written request of the Sponsor, the School shall develop a plan to remedy the failure or deficiency and submit it to the Sponsor for review and comment. The plan may be revised at the discretion of the School prior to the Sponsor's final review. The Sponsor may require the School to review and revise the plan if it is reasonably determined that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails to:
  1. Make progress toward achieving its goals and objectives as described in this Agreement after a reasonable period of time;
  2. Achieve Sponsor requirements; or
  3. Implement its educational program as described in this Agreement after a reasonable period of time; or
  4. Fails to complete two or more required reports by the established deadlines.
- B. Improved Submission. If the School's Report Card measures do not show progress in meeting academic goals, the Sponsor shall require the School to prepare and implement an academic improvement plan designed to improve such Report Card measures.
- C. Weekly Monitoring. The Sponsor may require weekly meetings with the President of the Governing Authority and/or the School's principal or superintendent to monitor and to review the School's progress towards the goals of the improvement plan submitted. The date, time, and location of all meetings shall be mutually determined by the Parties. The meetings may be in-person or held via tele-conference, or videoconference, as determined by the Parties.
- D. Procedural Guidelines for School Violations of Law or this Agreement. Prior to imposing a remedy outlined above, the Sponsor shall, to the extent practicable, engage in a due process procedure below:
  1. The Sponsor shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to be remedied, and the expected remedy.
  2. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's determination that a breach has occurred. In non-emergency situations, this means the President of the Governing Authority or their designee shall be given an opportunity to meet with the Director of the Office of School Sponsorship or their designee to discuss the notice within five (5) business days. Such meeting may be held in-person or through available telecommunication options.
  3. If the breach is not cured within the time specified in the notice, the Sponsor may apply remedies including but not limited to probation and suspension. The Sponsor is required to follow all procedures as outlined in ORC 3314.073 should it place the School on probation, and those procedures outlined in ORC 3314.072 should it place the School on suspension.

### **10.3 Sponsor Violations of School, Law or this Agreement**

If the School believes that the Sponsor has violated any provision of this Agreement or applicable law, the School may initiate dispute resolution procedures as stated in Section 10.1. Moreover, if after pursuing all remedies outlined in this section and after providing the Sponsor with a reasonable opportunity to cure, the School Governing Authority may choose to terminate this Agreement prior to its expiration, but not before the end of the school year, for failure of the Sponsor to meet its obligations to the School as outlined in this Agreement and in Chapter 3314 of the Ohio Revised Code. The School understands that at the end of that school year, it must immediately close or enter into an agreement with another sponsor upon termination of this Agreement.

### **10.4 Request for New Sponsor**

There is nothing in this Agreement that prohibits the School from submitting a request to enter into a new contract with a new sponsor prior to the expiration of this Agreement. The Department requires notice of the School's intent to change sponsors no later than January 15<sup>th</sup> on the year of expiration.

## **Section 11 School Operation**

### **11.1 Governance**

The School's Articles of Incorporation and Code of Regulations shall not conflict with the School's obligation to operate in a manner consistent with this Agreement. The Governing Authority will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Agreement. The Governing Authority shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Code of Regulations shall be made in accordance with the procedures described in Section 3.1 of this Agreement. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing rights of parents, that significantly increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Governing Authority, or changes the purpose of the entity.

### **11.2 Transparency**

The School shall make Governing Authority adopted policies, meeting agendas and minutes, and related documents, readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Ohio Sunshine laws, and shall adopt and strictly enforce a conflict of interest policy and disclosure process.

### **11.3 Contracting with an Operator or Management Company**

Pursuant to relevant law, with the approval of the Sponsor, the School may contract with a third-party Operator for operational, administrative and instructional services. Such contract must include a termination clause, performance measures, and a provision or separate assurance as to cooperation with Sponsor evaluations. The operator contract or management agreement, if applicable, is attached as **Attachment 7** and must meet the requirements of the **Sponsor Operator Guidelines (Appendix 3)** and be approved by the Sponsor. The Governing Authority shall retain authority for all decisions mandated by law to be retained by the Governing Authority. In addition, the Governing Authority must continue to contract with an independent fiscal officer who will maintain all financial records as required by Section



771 15 and the Sponsor will not approve any waivers or resolutions to allow the Operator or Management  
772 Company to provide treasurer services for the School.

773 Upon receiving Sponsor approval of the operator or management company agreement, the School shall  
774 provide a copy of the final signed agreement between the Operator or management company and the  
775 Governing Authority within **ten (10)** business days of entering into, modifying or renewing any Sponsor  
776 approved operator agreement.

777 If the School is considering a change in operator, the Sponsor must be notified and a request for  
778 contract modification must be submitted with the proposed agreement identifying the roles,  
779 responsibilities, fees and any changes in the educational or operational plan for the School. The request  
780 for contract modification along with the proposed operator or management company agreement shall  
781 be submitted to the Sponsor in writing sixty (60) days or other timeframe agreed to by the Parties prior  
782 to the School entering into a new agreement for management. Any change in operator shall require a  
783 contract modification approval of the Sponsor, which shall not be unreasonably withheld, delayed or  
784 conditioned.

785 The School shall ensure that it follows applicable laws, as they apply to community schools, related to  
786 procuring and contracting for goods and services and adhere to best practices, including standards  
787 related to arms-length negotiations and arrangements and conflicts of interest with respect to the  
788 purchase of goods and services proposed by the Operator or management company.

789 The School shall employ an attorney who shall be independent of the Operator. The School shall refer to  
790 its attorney for the negotiation of the School's contract with the Operator, advice on compliance related  
791 matters, and other matters should the School and Operator become averse to each other in any  
792 particular matter.

793 All new or renewed operator agreements entered into on or after February 1, 2016 must comply with  
794 ORC 3314.032(A) and shall include the following:

- 795
- The criteria to be used for early termination of the operator contract;
  - 796 • The required notification procedure and timeline for early termination or non-renewal of the  
797 operator contract; and,
  - 798 • A stipulation of which entity owns all School facilities and property including, but not limited to,  
799 equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and  
800 other digital devices purchased by the Governing Authority or Operator. Any stipulations  
801 regarding the property must comply with the requirements of ORC 3314.0210.

802 The operator agreement shall also require that if the Governing Authority contracts with an attorney,  
803 accountant or entity specializing in audits, any said entity shall also be independent from the Operator.

804 The School shall complete an evaluation of the Operator or management company annually by  
805 December 31 in compliance with the standards set forth and developed by the Governing Authority of  
806 the School.

#### 807 **11.4 Volunteer Requirements**

808 Any requirement adopted by the School that requires parents to commit to or accrue a number of  
809 volunteer hours shall be subject to a waiver process that considers individual family circumstances, and

the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. Volunteers that come into regular or unsupervised contact with students shall be required to submit to a background check. A copy of the School's volunteer policy and any changes thereto, if the School has such a policy, shall be provided to the Sponsor.

#### **11.5 Fiscal Year**

The fiscal year for the School shall commence July 1 and end June 30 of each year.

## **Section 12 Operations**

### **12.1 Operational Powers**

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers: contracting for goods and services; selecting and controlling curricula and educational programming; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Agreement; and adoption of policies and Code of Regulations consistent with the terms of this Agreement. The powers described in this paragraph may not be delegated, except to the extent that the School contracts with an operator, in which case the operator shall be responsible to the School.

Unless operations are suspended in accordance with ORC 3314.072 or this Agreement is terminated prior to the end of a school year, the School must 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 the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Sponsor may, but is not obligated to, assume operations of the School as provided for in ORC 3314.073(B).

### **12.2 Evaluations and Trainings**

Superintendent/Principal Evaluations. The Governing Authority, or its designee, shall conduct an annual performance evaluation of the superintendent/principal/school leader of the School. The evaluation shall be available to the Sponsor upon request. Notwithstanding the foregoing, the School shall not be required to utilize the Ohio Principal Evaluation System for evaluating the performance of an administrator, unless the School was a recipient of moneys from a grant awarded under the federal Race to the Top program.

Employee Evaluations: The superintendent/principal/school leader or his/her designee shall conduct performance evaluations of the School's certified teachers at least annually. Unless the School was a recipient of moneys from a grant awarded under the federal Race to the Top program, the School may, but is not required, to use the teacher and/or principal evaluation systems under Chapter 3319 of the Ohio Revised Code. In addition, the School is exempt from the requirements for teacher employment and contract requirements under Chapter 3319 and 3311 of the Ohio Revised Code, including requirements and procedures for non-renewal and termination of teacher contracts.



Annual Evaluations of the School by Sponsor. The Sponsor shall conduct an annual performance evaluation of the School. This annual evaluation includes monitoring and evaluating the academic and fiscal, and the operational performance of the School. The Sponsor will review the past year's academic Report Card measures and the most recent Report Card data for the School. The Sponsor shall also conduct a performance evaluation to determine compliance with the Performance Framework attached as **Appendix 2**. In addition, prior to any renewal of this Agreement but not less than every five (5) years, the Sponsor shall conduct a high-stakes review. This high-stakes review shall include a rigorous evaluation of the School's performance including a review of the mission and vision statements, academic, financial, operational and governance performance, over the term of this Agreement. The Sponsor's Performance Framework may be modified from time-to-time upon the mutual agreement of the Parties.

Annual Evaluation of Operator or Management Company. If requested in writing by the Sponsor, the School shall complete an evaluation of the Operator or management company annually by December 31 in compliance with the standards set forth and developed by the Governing Authority which shall at a minimum review the Operator's or management company's compliance with its contract.

### **12.3 Compliance with Sponsor Requests**

The Governing Authority and School administration shall cooperate fully with the Sponsor in all activities as required by regulations of the Department for oversight of the School. This includes, but is not limited to:

- Annual on-site visits conducted by the Sponsor;
- Annual file reviews per checklists provided by the Sponsor;
- School Improvement Plan implementation and reviews including the implementation of the Ohio Improvement Process and any Improvement Plans required by the Department;
- Monthly reviews of financials, enrollment records, and attendance monitoring;
- Access to read-only academic and financial data and data systems;
- Other appropriate requests for information, desk audits, or on-site visits from the Sponsor, the Department or the Auditor of State.

### **12.4 Transportation**

The Sponsor and the School acknowledge and agree that the School is not required to provide transportation to students attending the School, unless the student has an individual education program that requires transportation as a related service. If the School chooses to provide transportation, the School shall be solely responsible for providing transportation services, if any, to eligible students attending the School. In providing all or partial transportation, the School shall comply and ensure that its teachers and staff comply with all Ohio laws, including ORC 3314.091, and all Federal regulations related to student transportation.

### **12.5 Food Services**

The School shall provide free- and reduced-price meals to needy students in a manner determined by the Department and in accordance with Governing Authority policy and applicable federal and state laws. Additional documentation as determined by the Department beyond free- and reduced-lunch status may be required for funding or accountability purposes.

## 12.6 Insurance

The School shall purchase insurance protecting the School and Governing Authority, employees, and volunteers (if allowable by policy), and listing the Sponsor as an additional insured where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. **The Sponsor shall be identified as an additional insured on the policy and listed as a certificate holder.** The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below.

- Comprehensive general liability. \$1,000,000 per occurrence, \$2,000,000 (in the aggregate with an excess umbrella policy extending coverage as broad as primary coverage in an amount no less than \$5,000,000).
- Officers, directors and Employee's errors and omissions. \$1,000,000.
- Property insurance. As required by landlord, or if building is owned, then sufficient insurance as determined by mortgage company or the replacement value of the property.
- Motor vehicle liability. If appropriate, \$1,000,000; and
- Workers' compensation. As required by state law

All insurance certificates are attached as **Attachment 8**.

The Sponsor shall provide at least sixty (60) days' prior written notice if the required coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the Sponsor and underwritten by insurers that are legally authorized in the State of Ohio and that are rated by A.M. Best Company not lower than "A-VII". The School shall provide current certificates of insurance to the Sponsor by July 1 annually. All the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, sent to the School and the Sponsor. The School shall notify the Sponsor within ten (10) days if for any reason there is a lapse in insurance coverage. The school is solely responsible for any deductibles payable under the policies purchased by the School.

## 12.7 Monies to be Set Aside in the Event the School Closes

To the extent permitted by law, upon the receipt of any Notice of Intent to Suspend Operations pursuant to ORC § 3314.072, the receipt of any notice of closure from any governmental or administrative agency, or if the **Governing Authority** voluntarily votes to close the **School**, the **Governing Authority** shall immediately submit a good faith closure deposit of at least \$5,000 to the Sponsor to be used solely for the purposes of paying the cost of a fiscal officer through a potential closure and costs associated with closure including securing and maintaining any school buildings, transferring records, and any other costs associated with the orderly closing of the School. If the **Governing Authority** receives a Notice of Intent to Suspend Operations pursuant to ORC § 3314.072 and operations at the **School** are not suspended by the **Sponsor**, the closure deposit will be returned to the **Governing Authority**.

## 12.8 Technology



928 If the School applies for E-Rate funding or if it is otherwise required by law, the School must have a  
929 state-approved technology plan and complete any necessary filing procedures on or before the  
930 applicable deadlines. All technology plans must be updated as mandatory and submitted as required by  
931 law, rule or regulation.

## 932 Section 13 School Grade Levels and Enrollment

### 933 **13.1 School Grade Levels**

934 The School is authorized to serve students in grade K through grade 8. The School shall not enroll  
935 students in grades other than those specified in this Agreement. If the School seeks to change the  
936 authorized grade levels, the School shall provide a Governing Authority approved Community School  
937 Contract modification request including evidence to support increasing or decreasing the grade levels to  
938 the Sponsor not less than sixty (60) days prior to the first day of school. Any change in school grade  
939 levels shall require a contract modification approval of the Sponsor, which shall not be unreasonably  
940 withheld.

### 941 **13.2 Student Demographics**

942 As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made by the School in a  
943 nondiscriminatory manner and in accordance with the enrollment preferences, selection method,  
944 timeline, compliance with ORC 3314.03(A)(7) and procedures described in **Attachment 9**.

### 945 **13.3 Maximum and Minimum Enrollment**

946 The School and the Sponsor agree that during the term of this Agreement, the School's total enrollment  
947 shall not exceed the occupancy permit of the School's facility and site. The minimum enrollment is  
948 determined to be the lowest full-time equivalency enrollment necessary for financial viability, as  
949 reasonably determined by both Parties. However, the School must enroll a minimum of forty (40)  
950 students and comply with the admission requirements set forth in ORC 3314.06 and 3314.061.

### 951 **13.4 Eligibility for Enrollment**

952 The School shall limit enrollment of students accepted through the process outlined in section 13.5  
953 Admissions Procedures, and attachment 9, including enrollment procedures for students with  
954 disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to  
955 enroll, or who meet the criteria in ORC 3314.06 or 3314.061. All enrollment decisions shall be made in  
956 accordance with applicable State and Federal law and policy. If the School utilizes a lottery, the School  
957 must ensure that it complies with ORC 3314.06(H) and the school admission and lottery policies.

### 958 **13.5 Admissions Procedures**

959 The admissions procedures shall at all times comply with ORC 3314.06 and, if applicable, ORC 3314.061,  
960 and all applicable provisions of ORC Chapter 3314 and are specified in **Attachment 9**.

### 961 **13.6 Admission Process and Procedures for Enrollment of Students with Disabilities or a** 962 **Section 504 Plan**

963 To ensure that the needs of students with disabilities are met, the following procedures must be  
964 followed:

- Following the application deadline and upon completing a lottery, if appropriate, the School shall obtain the most recent IEP or Section 504 Plan and ETR, if any;
- Admission of applicants with an IEP or Section 504 Plan shall be in compliance with the Individuals with Disabilities Education Act (IDEA), as well as Ohio's Operating Standards for the Education of Children with Disabilities;
- and,
- Upon admission of any student with a disability, the School shall comply with federal and state laws regarding the education of such students.

### **13.7 Participation in Additional Programs**

No student may be jointly enrolled full-time in the School and another district or community school; however, students enrolled in the School may participate in career and technical education programs and College Credit Plus programs.

### **13.8 Expulsion, Suspension and Denial of Admission**

The School shall immediately adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The policy shall be included in **Attachment 10**. The School's policy and practices shall comply with the requirements of ORC 3313.66, 3313.661 and 3313.662. These policies and practice shall not infringe upon the rights of students with disabilities as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of a student with a disability.

### **13.9 Attendance**

The School shall immediately adopt an attendance and withdrawal policy and procedure that includes a procedure for automatically withdrawing a student from the School if the student without legitimate excuse fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. The School's attendance policy must be available for public inspection. The School's attendance policy and participation records shall be made available, upon request, to the Department, Auditor of State, and Sponsor to the extent permitted by 20 USC 1232 g, FERPA, ORC 3319.321, and any applicable rule or regulation thereto.

## **Section 14 School Mission and Academics**

### **14.1 Vision, Mission, and School Goals**

The School shall follow the unique vision, mission, focus of the curriculum as set forth in **Attachment 6**, the Education Plan, which has been approved by the Sponsor. The Education Plan shall address the School's mission, academic SMART goals, and instructional methods. The School shall be measured on their progress toward its goals as detailed in **Attachment 6**, using the attached Performance Framework in **Appendix 2**. The Education Plan must include a description of the learning opportunities offered to students (both classroom-based and non-classroom based). The School Education Plan shall not be modified or revised without prior written consent and approval of the Sponsor.



## **14.2 Sponsor Academics, Finance, Governance, and Operations Standards**

The School shall endeavor to meet or exceed Sponsor standards established for the School in the areas of academics, finance, governance and operations. The School shall be provided an evaluation of the academic performance after the release of the Report Card. The Performance Framework is included in **Appendix 2**. The School acknowledges that these goals and indicators may change over time and that the Sponsor agrees to provide the School with prior notice and an opportunity for input into any proposed changes prior to implementation of any changes in the goals and indicators within the Performance Framework.

## **14.3 Academically Exceptional Students**

The School shall identify academically low-achieving, at-risk students, and other “exceptional children” as defined by the Ohio Revised Code, Ohio Administrative Code, or any standards adopted by the State Board of Education needing additional educational services, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in this Agreement.

## **14.4 Program Specific Requirements - Computer Based/On-Line Programs, Blended or Dropout Prevention and Recovery Programs**

Unless the School operates an on-line (e-school) as identified in paragraph 1(A), the School’s educational program as currently operated and as reviewed by the Sponsor does not include an on-line program pursuant to ORC 3314.23 and the School is accordingly prohibited from offering such on-line programs unless necessary for distance learning during periods of school building closure. This paragraph does not apply to schools identified as on-line (e-schools) in paragraph 1(A).

If the School operates a specialized program as identified in paragraph 1, the School shall comply with the Specialized Education Model Requirements set forth in **Appendix 4**.

## **14.5 Curriculum, Instructional Program and Pupil Performance Standards**

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Agreement. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed the Ohio Learning Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School’s vision and mission.

The School shall timely administer the assessments which shall include statewide achievement and diagnostic tests, and at least one of the assessment tools identified in the educational program in **Attachment 6**, and any other assessments required by law or recommended by the Sponsor. The School must submit a calendar of assessments to the Sponsor prior to the start of each academic year.

The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment tools, and such changes shall be reflected in **Attachment 6**. The School shall satisfy the Sponsor performance standards outlined in **Appendix 2** and such other standards required by law or recommended by the Sponsor and agreed to by the School. The Governing Authority shall give the Sponsor advanced written notice of its desire to update the Education Plan as included in **Attachment 6** by submitting a request for contract modification identifying requested changes to the Education Plan,

1042 including but not limited to modifications made to the curriculum, assessment tools, or other material  
1043 changes to the School's educational model as detailed in **Attachment 6** to this Agreement. Such  
1044 changes will not be implemented without prior written approval by the Sponsor.

1045 The School may offer credit flexibility for students in grades seven (7) through twelve (12) if the  
1046 instructional program specifies the credit flexibility plan for the School, the School has adopted a  
1047 program and process that is approved by the Sponsor, and an individualized credit flexibility plan is  
1048 written for each student that includes goals, assessment, defines how the student will demonstrate  
1049 knowledge and skills needed, and specifies how credit will be earned. The plan must state that if a  
1050 student is not successful in demonstrating knowledge and skills, the student will not earn credit through  
1051 credit flexibility.

#### 1052 **14.6 Graduation Requirements**

1053 If the school serves High School age students, the School shall develop and submit to the Sponsor for  
1054 approval a policy setting forth its graduation requirements that align with state graduation guidelines no  
1055 later than August 1 of each year. In addition, the School must offer students the opportunity to earn  
1056 diploma seals on their Diplomas.

#### 1057 **14.7 English Learners**

1058 The School shall provide resources and support to English language learners to enable them to acquire  
1059 sufficient English language proficiency to participate in the mainstream English language instructional  
1060 program. The School shall follow the State's procedures for identifying, assessing and educating English  
1061 language learners.

#### 1062 **14.8 Education of Students with Disabilities**

1063 The School shall be responsible to provide all special education support services to students enrolled in  
1064 the School and may contract with entities to provide special education teacher(s) or related services  
1065 subject to confirmation of appropriate licensing. The School shall assign other special education support  
1066 staff as necessary to meet student needs.

1067 The School agrees to comply with all its policies and regulations and the requirements of federal and  
1068 state laws and regulations concerning the education of children with disabilities and shall provide for the  
1069 attendance of any School employees who should be present at any meetings at which IEPs, ETRs or 504  
1070 Plans are developed or modified, unless such attendance is otherwise excused by parents as permitted  
1071 by law.

1072 The School shall direct the development and/or modification of any IEP, ETR or 504 Plan required for a  
1073 student enrolled in the School.

1074 The Sponsor or the School may identify from time-to-time changes to the educational program of the  
1075 School that:

- 1076 • Are reasonably necessary to comply with applicable law for educating students with disabilities,  
1077 or
- 1078 • Provide cost savings or other benefits in connection with educating students with disabilities.



1079 After good faith discussion of these changes with the School, the Sponsor shall have the right to require  
1080 such changes if necessary to comply with law and shall have the right to request, other reasonable  
1081 changes on behalf of students with disabilities that coincide with applicable state and federal law.

1082 The School shall comply with Maintenance of Effort (MOE) requirements pursuant to Individuals with  
1083 Disabilities Education Improvement Act (IDEA) of 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34  
1084 C.F.R. section 300.203.

1085 Special education supports and services shall be available to each student requiring such supports and  
1086 services as part of the regular school day in accordance with the least restrictive environment mandate  
1087 of federal and state law.

#### 1088 **14.10 Assuring Adequate Yearly Progress**

1089 The School shall develop a plan of intervention for all students not found proficient or not making  
1090 adequate yearly progress and submit such plan of intervention to the Sponsor.

### 1091 **Section 15 Financial**

#### 1092 **15.1 Funding**

1093 The School must comply with ORC 3314.08 and properly report students into the Department's EMIS  
1094 system pursuant to ORC 3301.0714 and corresponding regulations and guidance from the Department.  
1095 The School agrees to update and correct all student participation information in EMIS including, without  
1096 limitation, the percentage of time factor, the school calendar, the start and end date for student  
1097 enrollment, student residency information, and any special education information.

#### 1098 **15.2 Financial Reporting**

1099 The School shall comply with all standards for financial reporting pursuant to ORC 3301.07(B)(2).

1100 The School shall provide a financial plan detailing an estimated School budget for each fiscal year of this  
1101 Agreement and specifies the total estimated per pupil expenditure amount for each year as **Attachment**  
1102 **11**. Each year of this Agreement, on or before June 30, a revised School financial plan shall be submitted  
1103 by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for  
1104 each fiscal year of the Agreement and must show a positive cash flow in the first three (3) years.  
1105 Revenues shall include the base formula amount that will be used for purposes of funding calculations  
1106 under ORC 3314.08. The base formula amount for each year shall not exceed the formula amount  
1107 defined under ORC 3317.02. All projected and actual revenue sources must be included in the plan and  
1108 projected expenses must include the total estimated per-pupil expenditure amount for each year. The  
1109 financial plan must describe the School's financial controls.

#### 1110 **15.3 Fiscal Officer**

1111 The Governing Authority shall designate a fiscal officer that is responsible for fiscal operations of the  
1112 School. **All money received by the School shall be placed in the custody of the fiscal officer.** The  
1113 designated fiscal officer shall be appropriately licensed and required to execute a bond in an amount  
1114 and with surety as approved by the Governing Authority. The bond shall be payable to the State,  
1115 conditioned for the faithful performance of all official duties required of the fiscal officer. The bond shall

be deposited with the Governing Authority and a copy filed with the county auditor. The designated fiscal officer shall maintain the School's financial records in the same manner and method as is commonly used by traditional school districts, pursuant to rules of the Auditor of the State. The Governing Authority recognizes it is subject to audits pursuant to ORC 117.10. The Governing Authority shall use its best efforts to require the fiscal officer to include GAAP conversion or to contract out for GAAP conversion for the School. The Governing Authority shall ensure that it, and its designated fiscal officer are fully compliant with the Auditor's office, including the provision of records and the completion of audit requirements. The Governing Authority shall ensure that the designated fiscal officer provides fiscal information and reports as required by law, this Agreement, and/or as designated from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for the Sponsor to perform its oversight and monitoring responsibilities. The fiscal officer must control all School funds , and if applicable, shall be independent from the Operator . The Department will not approve any waivers to allow the Operator to provide fiscal officer services. The Governing Authority must contract with an independent fiscal office. A copy of the bond in the minimum amount of \$25,000 is attached with a copy of the fiscal officer contract as **Attachment 12**. If the fiscal officer changes, the Governing Authority must notify the Sponsor in writing within ten (10) business days.

The fiscal officer shall participate in all pre-audit and post-audit conferences with the Auditor of State and shall notify the Sponsor in advance of all conferences so that the Sponsor may participate in the conferences.

If applicable, the fiscal officer may work with the School's finance committee or task force to review, or modify, all contracts, budgets, forecasts, federal fund expenditures and plans, disbursements, and monthly financial documents to ensure that the School remains fiscally viable and that it follows the annual budget and forecasts.

If the School should be declared unauditable under ORC 3314.51, the Governing Authority shall suspend and temporarily replace the fiscal officer and require their dedication to assist any replacement fiscal officer(s). The suspension may be paid or unpaid as determined in the Governing Authority's sole discretion. The School agrees that the fiscal services agreement will state that the fiscal officer is primarily responsible for all closing assurances if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close and must authorize that the fiscal officer and/or fiscal officer's agreement remain fully authorized to proceed to close the School. If the School closes or is permanently closed, the fiscal officer shall deliver all financial and enrollment records to the Sponsor within thirty (30) days of the School's Closure.

The School shall work with their fiscal officer to meet all requirements for the School's opening, fiscal operations and closing if required. If the fiscal officer fails to provide the records in a timely manner, or fails to faithfully perform any of the fiscal officer's other duties, the Sponsor has the right to take action against the fiscal officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of funds owed as a result of any findings for recovery by the Auditor of State against the fiscal officer.

#### **15.4 Fiscal Services Agreement**

The Governing Authority must contract for fiscal services. The fiscal officer under such an agreement shall be employed by or engaged under a contract with the Governing Authority of the School, as



required by ORC 3314.011(A). The agreement must require the fiscal officer to assist in all audits and provide closure and final, or special, audit services; and state that the fiscal officer is primarily responsible for all financial related portions of the closing procedures if the School closes. The agreement must authorize that the fiscal officer and/or the fiscal officer agreement remains authorized to complete the closure process of the School. In addition, the agreement must require the fiscal officer to attend finance committee meetings, governing authority meetings, and participate in pre- and post-audit meetings. The fiscal officer's agreement is attached with the fiscal officer bond as **Attachment 12**.

#### **15.5 Bonds**

ORC 3314.029(C) – Bond. The Department may require the School to post and file a bond with the Superintendent of Public Instruction payable to the state which shall be used to pay the state any moneys owed by the School in the event the School closes. The Governing Authority's failure to provide this bond upon receipt of proper notice and within a reasonable time to cure is grounds for immediate termination of the Agreement.

ORC 3314.50 - Bond. If the School was opened after February 1, 2016 and is required to post bond or written guarantee pursuant to ORC 3314.50, the School shall maintain the Bond or written guarantee with the Auditor of State. The School acknowledges that the Sponsor as a state agency cannot provide a written guarantee on behalf of the School.

#### **15.6 Financial Policies**

The School shall follow applicable laws, as they apply to community schools, related to procuring and contracting for goods and services and adhere to best practices, including standard related to arms-length negotiations and arrangements and conflicts of interest. The School's fiscal officer shall assist in drafting policies and procedures relating to the procurement and contracting of goods and services. The Sponsor may offer guidance on such policies and review the School's compliance with policies and procedures.

#### **15.7 Budget**

Prior to Governing Authority adoption, the School shall submit to the Sponsor its proposed annual budget (as identified in Section 8.5) for Sponsor review for statutory compliance and compliance with the terms and conditions of this Agreement. Upon adoption, the Governing Authority will submit to the Sponsor, within a reasonable time, evidence of adoption via resolution. The School's annual budget shall ensure that the School projects a positive cash flow. If a deficit is projected, the Governing Authority and the School agree to take appropriate and necessary measures to ensure a positive cash flow. The budget shall be prepared in accordance with ORC 3314.032 and any guidance from the Department. If the School has entered into a contract with an Operator, the budget must include a detail of all expenditures including a detail of payments to the Operator in the same format as required by the Auditor of State. The budget as approved by the Governing Authority and any subsequent approved revisions shall be submitted to the Sponsor along with the Governing Authority resolution approving the budget or budget revision. A material violation of this Section may result in the Sponsor initiating remedies described in Section 10.

#### **15.8 Enrollment Projections**

The School shall provide the Sponsor with its latest and best estimates of its anticipated enrollment for the next school year with the submission of the May 5-year forecast submission. The estimate is subject to review and approval by the Sponsor and must be a reasonable estimate. The Parties agree that the purpose of this Section is to provide information to allow the Sponsor to prepare its future budgets, advise the School of its financial status, and that any information provided under this Section shall not be used by the Sponsor for the purpose of funding or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

#### **15.9 Contracting**

The School is authorized to enter into contracts for services pursuant to Ohio law. A copy of all executed contracts entered into between the Governing Authority and any third party shall be submitted to Sponsor within thirty (30) days of execution of the contract.

The School shall not enter into any contract that does not contain a total contractual amount or states that the contract "shall not exceed" a specified dollar amount that is included in the annual budget or five-year forecast as approved by the Governing Authority.

The School shall not extend the faith and credit of the Sponsor to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the Sponsor. To the extent agreeable by the contracting party, each contract or legal relationship entered into by the School shall include the following provisions:

- The contract acknowledges that the School is not an agent of the Sponsor, and accordingly contractor expressly releases the Sponsor from any and all liability under the agreement.
- Any financial obligations of the School arising out of this Agreement are subject to annual appropriation by the Governing Authority.

#### **15.10 Annual Audit**

The School shall undergo an annual financial audit by the Auditor of State pursuant to ORC 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of State or their designee of an audit, the School shall notify the Sponsor in writing of the time, date, and location of the pre- and post- audit and all other scheduled Governing Authority meetings with the Auditor of State or their designee. The Sponsor shall maintain a presence at any and all such scheduled meetings. All financial records must be kept in the same manner as financial records of school districts, pursuant to rules of the Auditor of State. Audits shall be conducted in accordance with ORC 117.10. A draft of the results of the audit shall be provided to the Sponsor in written form each year. **The School shall not waive any entrance or exit conferences or interviews with the Auditor of State or their designee, and the fiscal officer must attend these meetings along with a designee of the School and the Sponsor.** If the School receives comments or findings in its annual audit, the School shall have a post-audit conference and at least one member of the Governing Authority shall attend the post-audit conference in addition to the Sponsor.

#### **15.10 Loans**

The School shall not obtain any loans without Sponsor approval, which approval will not be unreasonably withheld, conditioned or delayed and Governing Authority approval of the application



1235 during an open meeting. The Governing Authority may not permit an application for a loan to be  
1236 submitted without prior approval by the Sponsor and Governing Authority approval and vote during a  
1237 public meeting.

1238 The School shall not obtain loans or funding that encumbers state foundation payments or federal  
1239 grants. No loans may be made by the School to any person or entity other than reasonable employee  
1240 advances or to other related or controlled entity, without Sponsor approval, which approval shall not be  
1241 unreasonably withheld, conditioned or delayed.

1242 Should the School seek a loan from the School's Operator or management company, the School must  
1243 obtain approval from the Sponsor, which approval will not be unreasonably withheld, conditioned or  
1244 delayed and provide evidence that said loan is in the best interest of the School. The fiscal officer must  
1245 oversee the repayment of the loans and obtain a written loan agreement with interest at the fair market  
1246 rate and include a date by which the loan is due and payable.

## 1247 Section 16 Employees of the School

### 1248 16.1 Employment of Teachers

1249 At least one (1) full-time or two (2) part-time classroom teachers each working more than twelve (12)  
1250 hours per week must be employed to work in the School. The full-time classroom teachers and part-time  
1251 classroom teachers working more than twelve (12) hours per week shall be certified in accordance with  
1252 ORC 3319.22 to 3319.31. Non-certificated persons may teach up to twelve (12) hours per week in the  
1253 School pursuant to ORC 3319.301. If the School operates a dropout prevention and recovery program a  
1254 non-certificated person may teach in an industry recognized credential program up to forty (40) hours  
1255 per week pursuant to ORC 3319.301. The student to full-time equivalent classroom teacher ratio shall be  
1256 no more than 30:1. If the School uses federal funds for the purpose of class size reduction by using Title I  
1257 or Title II-A funds, the schoolwide students to full-time equivalent classroom teacher ratio shall be no  
1258 more than 25:1 based upon the State Operating Standard OAC 3301-35-05(A)(2). The School may  
1259 employ non-teaching employees. Prior to the opening day of the School each year, the School will  
1260 provide the Sponsor with proof of Ohio licensure/certification in the grade level and content area for a  
1261 sufficient number of teachers to support the state teacher/student ratio and all courses and/or grade  
1262 levels taught at the School. Although the Governing Authority may employ teachers and non-teaching  
1263 employees necessary to carry out its mission and fulfill this Agreement, no contract of employment shall  
1264 extend beyond the expiration of this Agreement. The School shall provide the Sponsor with the roster  
1265 and meeting dates for the Local Professional Development Committee (LPDC) and the laws and rules  
1266 governing LPDC must be implemented by the School.

### 1267 16.2 Employee Status

1268 All employees hired by the School or, if applicable, the Operator shall be employees of the School or  
1269 Operator, respectively, and shall not be employees of the Sponsor. All employee discipline decisions  
1270 shall be made by the employee's employer. The Sponsor shall have no obligation to employ School  
1271 employees who are released or leave the School. Other terms of the employment relationship are  
1272 described in the Employee Handbook submitted as part of the School's community school application.  
1273 The Handbook may be amended or revised at the discretion of the School. The School shall develop

requirements and procedures for the disposition of employees in the event the School's Agreement is terminated or not renewed pursuant to ORC 3314.07.

### **16.3 Criminal Records Check/Background/Fingerprinting**

The School shall establish and implement procedures for conducting background checks (including a check for criminal records) for all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to ORC 3314.41, 3319.31, 3319.39 and 3319.391. This includes ensuring that all independent contractors and companies that place employees in the School complete the requisite background checks. The School agrees that the Sponsor shall have access to these records upon request.

### **16.4 Employee Benefits**

The School or its designee must provide health and other benefits to all full-time employees, as set out in **Attachment 13**. **Attachment 13** may be amended by the School from time-to-time; however, all such amendments shall be provided to the Sponsor in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to ORC Chapter 4117, the collective bargaining agreement supersedes **Attachment 13** to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Agreement.

If the School is the recipient of moneys from a grant awarded under the Federal Race to the Top program, Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009", Pub. L. No 111-5, 123 Stat. 115, the School will pay teachers based upon performance in accordance with ORC 3317.141 and will comply with ORC 3319.111 of the Revised Code as if it were a school district.

### **16.5 Required Training for Teachers**

Each person employed by the School as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the School, and every five (5) years thereafter. Prior to opening day, the School will provide the Sponsor with proof of Ohio licensure/certification in each teacher's represented field and credentials and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator. Each classroom teacher initially hired by the School on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to ORC 3319.22 for teaching physical education.

## **Section 17 Sponsor Fee**

The Sponsor has considered and evaluated the oversight, technical assistance, and monitoring it will provide to the School, for and in consideration of providing these services to the School, the School shall pay the Sponsor a fee of three percent (3%) of the total amount of foundation payments received each year by the School from the State of Ohio. The fees are calculated from the Department issued community school settlement report identifying the amount of state funds paid to the School for the invoice period. The sponsor fees shall be identified on the School's settlement statement and the School



agrees to permit the Department to automatically deduct the sponsor fee from the School's base foundation payments each month. Payments may also be made by the 30<sup>th</sup> day of each month, except for February which shall be on the 28<sup>th</sup> day. Failure to make required payments may result in the Sponsor placing the School on probation, suspension or termination pursuant to the terms of this Agreement.

In the event that the Department subsequently determines that the School received an overpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Sponsor shall refund the School the amount of the sponsorship fee overpayment. Likewise, in the event that the Department subsequently determines that the School received an underpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing Authority agrees to pay the Sponsor the amount of the sponsorship fee underpayment. Any overpayment of underpayment will be paid following the Department's final fiscal year adjustments known as "final number 2".

## Section 18 School Facility

The School is authorized to locate and operate at 1350 Granville Rd, Newark, OH 43055. If the location is leased, the lease shall be signed unless it is in accordance with the budget approved by the Governing Authority and on file with the Sponsor. The Sponsor shall have the right to inspect and approve the site before the lease is signed. Approval of the site shall not be unreasonably withheld, conditioned, or delayed, however, the Governing Authority must timely comply with ORC 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased. The School shall include in the lease a contingency stating that the lease expires at the end or termination of this Agreement or some other contractual protection so that the School does not get burdened with the lease if this Agreement is terminated or the School loses its funding from the State of Ohio. The lease cannot contain any balloon or payout provisions resulting from a breach or missed payment. Any facility used for the School shall meet all health and safety standards established by law for school buildings. Any lease agreement entered into by the Governing Authority to lease a facility for the School must contain a provision that it is an express condition of the lease that the facilities leased meet all health and safety standards established by law for school buildings.

Prior to entering into any lease or purchase agreements with the Operator or management company, the Governing Authority shall obtain an opinion from an independent licensed professional in the real estate field that verifies the lease or purchase agreement is commercially reasonable at the time and provides the fair market value of the property. This opinion shall be attached as an addendum to the lease or purchase agreement.

A description of the facility; a copy of the lease, deed, or other facility agreement; the annual costs associated with leasing the facility or annual mortgage principal and interest payments are attached as **Attachment 14**. Subsequent amendments, modifications or renewals thereof of the lease and all related documents shall be provided to the Sponsor to update this Agreement. **Attachment 14** will include the physical and/or mailing address utilized by the School. The School shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The Sponsor shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided above.

The Governing Authority recognizes the rights of public health and safety officials to inspect the facilities of the School and to order the facilities closed if those facilities are not in compliance with health and safety laws and regulations. The Department as the community school oversight entity has the authority to suspend the operations of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the School that poses an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.

## Section 19 Renewal of Sponsorship Process

### **19.1 Timeline and Format**

The School shall submit its application for continued sponsorship in compliance with the timeline and format published by the Sponsor on its website; and such application shall be made available at least sixty (60) days prior to the date on which the application is due. All applications are subject to the Sponsor completing a high-stakes review pursuant to section 12.2 and review of the School's score over the term of this Agreement on the Sponsor's Performance Framework. The Sponsor shall provide a decision to the School on the application no later than January 15 of the year in which the Agreement expires, or by a mutually agreed upon date following an informal hearing where the School shall have the opportunity to address the Sponsor about its renewal request. If the Sponsor decides to deny an application or not to accept an application, it shall detail the reasons in its letter to the School.

### **19.2 Application Contents**

In addition to contents required by law and the Department, the application may include comments and additional information provided by the School about its progress toward meeting the Sponsor's indicators and meet the statutorily required criteria as set forth in ORC 3314.029. The timeline and format of the application shall be provided to the School by the Sponsor and shall be posted on the Sponsor's website.

### **19.3 Criteria for Applications or Non-Renewal and Revocation**

The Sponsor may terminate, revoke or deny renewal of an application for any of the grounds provided by state law or ORC 3314.07, as they exist now or may be amended, upon the failure of the School to meet renewal criteria, or due to a material breach of this Agreement.

All applications must be submitted within the timeframe stated in the application and must be complete. No incomplete applications will be accepted. All application materials will be provided to the School sixty (60) days before the due date.

### **19.4 Non-Renewal Appeal Procedures**

The Sponsor shall provide the School written notice of the grounds for termination or non-renewal by January 15 of the year the Sponsor intends to take action pursuant to ORC 3314.07. Any appeal shall be in accordance with the informal hearing requirements of ORC 3314.07.

If this Agreement is terminated or not renewed by the Sponsor pursuant to ORC 3314.07(B)(1)(a) or (b), the School shall close permanently at the end of the current school year or on the date specified in the notification of termination or nonrenewal and shall not enter into a contract with any other sponsor, in



which case the following procedures, in addition to the Department's closing procedures adopted in compliance with ORC 3314.015(E), shall apply:

- Regarding employees, if there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed. In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.
- Upon termination of this Agreement, or upon dissolution of the Ohio non-profit corporation upon which the School was established, all equipment, supplies, real property, books, furniture or other assets of the School shall be distributed in accordance with ORC 3314.074 and the Governing Authority's Articles of Incorporation and Code of Regulations.
- Upon request of the Sponsor, the Governing Authority, School, and/or their agents will immediately provide the Sponsor any and all documentation and records, including, but not limited to, financial records deemed necessary by the Sponsor to facilitate the School's closure. This transmittal of documentation and records to the Sponsor excludes all students' educational records, which should be forwarded to the individual student's school district of residence.
- In accordance with ORC 3314.44, the School's superintendent, as chief administrative officer of the School, shall take all reasonable steps necessary to collect and assemble the students' educational records in an orderly manner and transmit the records to the student's school district of residence within seven (7) business days of the School's closing.
- The School also hereby agrees that it will cooperate fully with the Sponsor to complete the appropriate procedures and paperwork as outlined by the Sponsor, the Department, or in statute, in the event the School is closed. Any refusal by the School to cooperate fully with the Sponsor will be considered a material breach of this Agreement and may serve as the basis for any other injunctive relief.

#### **19.5 School-Initiated Closure or Termination**

Should the School choose to terminate this Agreement, it may do so in consultation with the Sponsor at the close of any school year and upon written notice to the Sponsor. Notice of intent to non-renew or terminate the Agreement must be submitted to Sponsor by January 1st of the year the School desires to terminate. The School understands that at the end of that school year, it must immediately close or enter into an agreement with another sponsor upon termination of this Agreement. If closure is the direction, the School must meet all closure requirements as set forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

#### **19.6 Dissolution**

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Agreement, the Sponsor shall supervise and have authority to conduct the winding up of the business and affairs for the School, provided, however, that in doing so, the Sponsor does not assume any liability incurred by the School beyond the funds allocated to it by the Sponsor under this Agreement. Should the School cease operations, the Sponsor maintains the right to continue the School's operations as a Sponsor facility until the end of the school year. The Sponsor's authority hereunder shall include, but not be limited to:

- The return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 19.7 below; and,
  - Provide student records to the traditional districts where the students reside or transfer of records to the schools where the student is now enrolled.
  - Provide Sponsor with the School's asset report showing all assets purchased with public funds, all assets purchased with non-public funds, all assets purchased with non-public funds, all assets purchased with Federal Funds, and the ownership of any and all items used by the School.
  - Provide Sponsor with the Transcripts of all students graduating at any time during the existence of the School. Only the transcripts of graduates shall be provided electronically to the Sponsor
- Provide Sponsor with a copy of all required closure documents including information regarding the distribution of assets and school records. School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the Sponsor's request and counseling with students to facilitate appropriate reassignment. The School must meet all closure requirements as set forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

#### **19.7 Distributing Assets of School**

The School agrees to comply with ORC 3314.074, ORC Chapter 1702, and the School's Articles of Incorporation in distributing the assets of the permanently closed school.

### **Section 20 Recitals**

#### **20.1 Order of Precedence**

In the event of any conflict among the organic documents and practices defining this relationship, this Agreement shall take precedence over policies of either party and the Application; applicable policies of the Sponsor that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the this Agreement shall take precedence over the Application.

#### **20.2 Amendments**

This Agreement may be amended or modified to reflect changes in Ohio Revised Code, Ohio Administrative Code or any federal regulations. Such amendments will be submitted to the Governing Authority by the Sponsor and shall specify the provisions being amended and the corresponding references in Ohio Revised Code, Ohio Administrative Code, or any federal regulations.

At the School's request, the Sponsor may approve modifications of the School's academic goals and objectives based upon school academic progress. Such changes or amendments to the School's academic goals and objectives must be approved by the Sponsor and the Governing Authority.

Other than amendments to address changes in Ohio Revised Code or Ohio Administrative Code, no amendment to the Agreement shall be valid unless ratified in writing by the Sponsor and the Governing Authority and executed by authorized representatives of the Parties.

#### **20.3 Merger**



1468 This Agreement contains all terms, conditions, and understandings of the Parties relating to its subject  
1469 matter. All prior representations, understandings, and discussions are merged herein and superseded by  
1470 this Agreement.

#### 1471 **20.4 Non-Assignment**

1472 Neither Party to this Agreement shall assign or attempt to assign any rights, benefits, or obligations to  
1473 any such accruing to the Party under this Agreement unless the other Party agrees in writing to any such  
1474 assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

#### 1475 **20.5 Governing Law and Enforceability**

1476 This Agreement shall be governed and construed according to the Constitution and Laws of the State of  
1477 Ohio. If any provision of this Agreement or any application of this Agreement to the School is found  
1478 contrary to law, such provision or application shall have effect only to the extent permitted by law.  
1479 Either Party may revoke this Agreement if a material provision is declared unlawful or unenforceable by  
1480 any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision.  
1481 The Parties agree, that upon any material changes in law that may materially impact the relationship of  
1482 the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in  
1483 law amend this Agreement to reflect such changes.

#### 1484 **20.6 No Third-Party Beneficiary**

1485 The enforcement of the terms and conditions of this Agreement and all rights of action relating to such  
1486 enforcement shall be strictly reserved to the Sponsor and the School .Nothing contained in this  
1487 Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the  
1488 express intent of the Parties to this Agreement that any person receiving services or benefits hereunder  
1489 shall be deemed an incidental beneficiary only.

#### 1490 **20.7 No Waiver**

1491 The Parties agree that no assent, express or implied, to any breach by either Party of any one or more of  
1492 the provisions of this Agreement shall constitute a waiver or any other breach.

#### 1493 **20.8 Notice**

1494 Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon  
1495 actual receipt or refusal when sent by personal delivery (subject to verification of service or  
1496 acknowledgement of receipt) or one (1) day after deposit with a nationally recognized overnight courier,  
1497 or three (3) days after mailing when sent by certified mail, postage prepaid to the Administrator for  
1498 notice to the School, or to the designated Sponsor representative for notice to the Sponsor, at the  
1499 addresses set forth below. Either party may change the address for notice by giving prior written notice  
1500 to the other party.

1501

1502

1503

<b>Sponsor:</b>  Director Office of Ohio School Sponsorship Ohio Department of Education 25 South Front Street Columbus, Ohio 43215-4183	<b>School:</b>  Attn: Board President Bridges Community Academy, Inc, 190 St. Francis Avenue Tiffin OH 44883  With copy to counsel: Nicola, Gudbranson & Cooper, LLC c/o Becky M. Scheiman 25 W. Prospect Ave., Suite 1400 Cleveland, OH 44115
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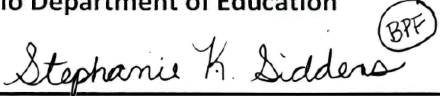
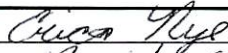
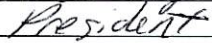
**20.9 Severability**

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in full force and effect, unless otherwise terminated by one or both Parties in accordance with the terms contained herein.

**20.10 Interpretation**

- Standards of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Agreement, the Application, and Sponsor policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the Sponsor of otherwise-comparable Sponsored schools.
- Business Days. As used in this Agreement "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the state of Ohio are closed.
- Counterparts; Signature by Facsimile or e-Signature. This Agreement may be signed in counterparts, which when taken together, shall constitute one original Agreement. Signatures received by facsimile or by electronic signature by either of the Parties shall have the same effect as original signatures.
- Conflict with Exhibits. In the event of conflicts or inconsistencies between this Agreement, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Agreement; second, the Attachments; and, last the Application.

Executed by the following on the dates provided below.

<b>Ohio Department of Education</b>  Stephanie Siddens, Ph.D. Interim Superintendent of Public Instruction	<b>School</b>  By:  Its: 
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## Appendices

Appendix 1:	Sponsor Opening and Closing Assurances
Appendix 2:	Sponsor Performance Framework & Current Local Report Card
Appendix 3:	Sponsor Operator Guidelines
Appendix 4:	Specialized Education Model Requirements

## Attachments

Attachment 1:	Articles of Incorporation and Appointment of Statutory Agent
Attachment 2:	Tax Exempt Determination Letter
Attachment 3:	List of Governing Authority Members names and contact information. Conflict of Interest Policy and Description of How Governing Authority Members are Selected in the Future (unless these processes are included in the Bylaws (Attachment 4)
Attachment 4:	Code of Regulations (Bylaws)
Attachment 5:	Organizational Chart & Job Descriptions
Attachment 6	School Education Plan including Contract Goals
Attachment 7:	Operator Contract or Management Agreement
Attachment 8:	Insurance Certificates
Attachment 9:	Enrollment Preferences, Admission Procedures, Selection Method, Timeline, and Procedures
Attachment 10:	Admission, Withdrawal, Suspension and Expulsion Policies and Procedures
Attachment 11:	Financial Plan (Five Year, Year One Budget and Narrative)
Attachment 12:	Fiscal Officer Bond and Fiscal Officer Contract
Attachment 13:	Employee Benefits
Attachment 14:	School Facility Description and Mortgage or Lease

# Appendix 1



**Appendix 1**  
**School Opening and Closure Assurances**

As the School Governing Authority President/Chairperson of **Bridges Community Academy dba Bridges Preparatory Academy**, I certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As the School Governing Authority President/Chairperson, if **Bridges Community Academy dba Bridges Preparatory Academy** should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints ACCEL Schools Ohio, LLC (*school leader is customarily recommended as designee*), as Designee, to coordinate the opening and closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the Sponsor at the time of the School's closing are fully completed and all records are documented and submitted as required.

The School Governing Authority President, Treasurer and Designee hereby acknowledge they have reviewed the Ohio Department of Education Community School Closing/Suspension Procedures in effect at the time of executing this document and understand the responsibilities as assigned should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law. Additionally, should the Governing Authority, treasurer or designee fail to ensure that all closing requirements are fulfilled the Sponsor will manage the closure process and may require the School to reimburse the Sponsor for costs associated with closure.

Acknowledged and agreed to by the following parties:

  
\_\_\_\_\_  
Governing Authority President Erica Nye  
**Bridges Community Academy dba Bridges Preparatory Academy**

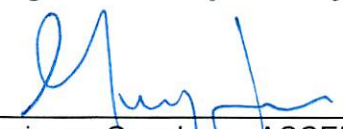
March 9, 2022

Date

  
\_\_\_\_\_  
Treasurer C. David Massa  
**Bridges Community Academy dba Bridges Preparatory Academy**

March 9, 2022

Date

  
\_\_\_\_\_  
Designee Gary Lane, ACCEL Schools Ohio  
**Bridges Community Academy dba Bridges Preparatory Academy**

March 9, 2022

Date

# Appendix 2



**OFFICE OF SCHOOL SPONSORSHIP  
SCHOOL PERFORMANCE FRAMEWORK**

This framework provides a comprehensive system for evaluation and monitoring of a community school's academic, operational, legal and fiscal performance. This framework is used to inform decisions on renewal and revocation, corrective action and/or probation considerations for sponsored schools. The goal is for each school to achieve 75% or greater points available in each of the respective areas of academic performance, organizational (operations and legal) compliance, and fiscal performance; however, conditional approval may be considered for those schools not achieving 75% in all areas, but averaging an overall 75% score. During a renewal year, evaluation will include consideration of the current year and the most recent three (3) years of data in each respective area.

School Name		School IRN#					
ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS TRADITIONAL SCHOOLS & DROPOUT RECOVERY							
MOST RECENT COMPLETED SCHOOL YEAR		RUBRIC RATING RECEIVED	RATING SCALE				
ACADEMIC INDICATORS			EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1.	Performance Index Grade	4	5 Stars, 4 Stars or exceeds the overall statewide average	3 Stars or meets the overall statewide average	2 Stars and is below statewide average; or has shown a 10 point improvement over prior year	1 Star and below the statewide average	
2.	Progress Grade	4	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	
3.	Mission Specific Sponsorship Contract S.M.A.R.T Goals	4	School shows evidence of exceeding mission specific contract SMART goals	School shows evidence of meeting mission specific contract SMART goals	School shows evidence of meeting some, but not all of its mission specific contract SMART goals	Evidence of meeting mission specific SMART goals is not provided or school is not meeting the goals	
4.	Performance Index vs. District of Residence	4	Exceeds performance index of district of residence of student's attending school	Meets performance index of district of residence of student's attending school	Falls below performance index of district of residence by 1-20 points	Falls below performance index of district of residence by more than 20 points	
5.	Performance Index vs. Statewide Similarly Situated Community Schools (Similar schools are based on the community school's characteristics: 1) Brick and mortar; 2) E-school; 3) Special Education; and 4) Dropout Prevention and Recovery	6	Exceeds performance index average	Meets performance index average gathered	Falls below performance index average gathered	Falls far below performance index average gathered	
6.	Achievement - Indicators met	4	Average passing rate for all grades in reading and math exceeds 50% on school administered norm referenced tests	Average passing rate for all grades in reading and math is 41-50% on school administered norm referenced test	Average passing rate for all grades in reading and math is below 31-40% on school administered norm referenced test	Average passing rate for all grades in reading and math on school administered norm referenced test is 30% or below	
7.	Progress - Multi-Year Index Overall	4	Multi-year index is above 1	Multi-year index is in the range of ± 1	Multi-year index is below -1	Multi-year index is below -2	
TOTAL PAGE 1 OF ACADEMIC INDICATORS		30					

ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS TRADITIONAL SCHOOLS						
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
8. Achievement Grade		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	
9. Graduation Rate -- 4 Year		89-100%	84-88.9%	79-83.9%	Below 79%	N/A
10. Graduation Rate -- 5 Year		90-100%	85-89%	80-84%	Below 80%	N/A
11. Graduation Rate -- 6 Year		90-100%	85-89%	80-84%	Below 80%	N/A
12. Graduation Rate -- 7 Year		90-100%	85-89%	80-84%	Below 80%	N/A
13. Graduation Rate -- 8 Year		90-100%	85-89%	80-84%	Below 80%	N/A
14. K-3 Literacy Improvement		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	Not Rated
15. Value Added: Students w/ Disabilities		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	Not Rated
16. Value Added: Lowest 20%		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	Not Rated
17. AMOs (Achievement Gap Closing)		5 Stars, 4 Stars or Exceeds Standards	3 Stars or Meets Standards	2 Stars or Does Not Meet Standards	1 Star	
18. High School Test Passage Rate		36.0-100%	1.0-35.9%	0-0.9%		N/A
19. Prepared for Success Component Grade		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	N/A
20. Student Subgroups: Attendance Rates		Significant disaggregated group(s) exceed attendance rate of all students	Significant disaggregated group(s) meet attendance rate of all students	Significant disaggregated group(s) fall below attendance rate of all students	Significant disaggregated group(s) fall 10% or more below attendance rate of all students	
21. Student Subgroups: OLEPA Scores for English Learners		OELPA scores from prior to current year show significant evidence of closing achievement gaps for LEP students	OELPA scores from prior to current year trend toward closing achievement gaps for LEP students	OELPA scores from prior to current year show no evidence of closing achievement gaps for LEP students	OELPA scores from prior to current year show evidence of negative growth for LEP students	Not Rated
22. Number of 12th Grade Students Earning Points for Graduation		More than 75% of Students Earned 18 Points	75% of Students Earned 18 Points	Less than 75% of Students Earned 18 Points	Less than 50%	N/A

Office of Ohio School Sponsorship Performance Framework

School Name		School IRN#				
23.	Local Assessments		Students show more than 1 year of growth between fall and spring assessments	Students show growth of at least 1 year between fall and spring local assessments	Students show growth between fall and spring local assessments	No growth shown
24.	Overall Value Added vs. District of Residence or Most Frequent Attendance Area		School VA grade exceeds VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is the same as VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is 1 designation below VA grade of District of Residence or Most Frequent Attendance Area	School VA grade 0 is more than 1 designation below VA grade of District of Residence or Most Frequent Attendance Area
25.	Value Added vs. Statewide		Exceeds overall VA statewide average	Meets overall VA statewide average	Falls below overall VA statewide average	Falls far below overall VA statewide average
26.	Overall Report Card Grade Compared to 5 Similar Community Schools in Ohio (grade band and demographic as selected by the school and approved by Sponsor)		Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio	
27.	Performance Index		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F
28.	K-3 Literacy		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F
29.	Progress Grade (Value Added Overall)		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F
TOTAL PAGE 2 OF ACADEMIC INDICATORS						

TOTAL PAGE 2 OF ACADEMIC INDICATORS
TOTAL PAGE 1 OF ACADEMIC INDICATORS
TOTAL OF ACADEMIC INDICATORS

TOTAL OF (3) YEARS OF DATA
TOTAL OF ACADEMIC INDICATORS
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS

ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS DOPR SCHOOLS						
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD	MEETS THE STANDARD	NEEDS IMPROVEMENT		NOT CALCULATED
		(3) points	(2) points	TO THE STANDARD (0) points		
8. Achievement Grade	3	Exceeds Standard	Meets Standards		Does Not Meet Standards	
9. Graduation Rate -- 4 Year	3	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
10. Graduation Rate -- 5 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
11. Graduation Rate -- 6 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
12. Graduation Rate -- 7 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
13. Graduation Rate -- 8 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
14. Combined Graduation Rage	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	Not Rated
15. Value Added	1	A or B	C		F	Not Rated
16. AMOs (Achievement Gap Closing)	1	5 Stars, 4 Stars or Exceeds Standards	3 Stars or Meets Standards	2 Stars or Does Not Meet Standards	1 Star	
17. High School Test Passage Rate	2	36.0-100%	1.0-35.9%	0-0.9%		N/A
18. Number of 12th Grade Students Earning Credentials	1	More than 70% of Students Earned Credentials	60% of Students Earned Credentials	50% of Students Earned Credentials	Less than 50% of Students Earned Credentials	
19. Number of 12th Grade Students Earning Points for Graduation	1	More than 70% of Students Earned 18 Points	60% of Students Earned 18 Points	45% of Students Earned 18 Points	Less than 45%	N/A
20. Local Assessments	2	Students show more than 1 year of growth between fall and spring assessments	Students show growth of at least 1 year between fall and spring local assessments	Students show growth between fall and spring local assessments	No growth shown	
21. Value Added vs. Statewide	2	Exceeds overall VA statewide average	Meets overall VA statewide average	Falls below overall VA statewide average	Falls far below overall VA statewide average	
22. Overall Report Card Grade Compared to 5 Similar Community Schools in Ohio (grade band and demographic as selected by the school and approved by Sponsor)	3	Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio		
TOTAL PAGE 2 OF ACADEMIC INDICATORS						
TOTAL PAGE 2 OF ACADEMIC INDICATORS		29				



**Office of Ohio School Sponsorship Performance Framework**

School Name		School IRN#
TOTAL PAGE 1 OF ACADEMIC INDICATORS		30
23.	COMBINED OVERALL ACADEMIC INDICATOR RATING (BOTH SECTIONS FOR DROPOUT PREVENTION AND RECOVERY SCHOOLS)	59
TOTAL OF (3) YEARS OF DATA		
TOTAL OF ACADEMIC INDICATORS		
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS		59

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS						
MOST RECENT COMPLETED SCHOOL YEAR		RATING SCALE				
ORGANIZATION & OPERATIONS INDICATORS	RUBRIC RATING RECEIVED	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1. Required Number of Board Members Maintained	2	N/A	5 sponsor approved members	4 sponsor approved members for (2) or more consecutive meetings	3 or fewer sponsor approved members for (2) or more consecutive meetings	
2. Meetings Properly Noticed	2	N/A	Timely public notice provided for all meetings, reschedules, and cancellations	Timely public notice not provided for (2) meetings, reschedules, or cancellations	Timely public notice not provided for (3) or more meetings, reschedules, or cancellations	
3. Required Board Member Training Obtained	2	N/A	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 100% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 80-99% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for less than 80% of board members	
4. Board Member Qualifications on File	2	N/A	Resume, BCI/FBI, and COI on file within 30 days of appointment or expiration for 100% of board members	Resume, BCI/FBI, & COI on file within 30 days of appointment or expiration for 80-99% of board members	Resume, BCI/FBE, & COI on file within 30 days of appointment or expiration for less than 80% of board members	
5. Governing Board Member Meeting Attendance	3	Overall member attendance is greater than 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-80% OR any (1) member misses (3) or more meetings	Overall member attendance is less than 70% OR more than (1) member misses (3) or more meetings	
TOTAL ORGANIZATION & OPERATIONS INDICATORS (out of 11 available)		11				

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS						
MOST RECENT COMPLETED SCHOOL YEAR		RATING SCALE				
LEGAL INDICATORS	RUBRIC RATING RECEIVED	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
6. On-time Records and Survey Submission	2	School is compliant for 90-100% of ORC/OAC required items	School is compliant for 80-89% of ORC/OAC required items	School is compliant for 70-79% of ORC/OAC required items	School is compliant for less than 70% of ORC/OAC required items	
7. Contract Compliance	2	School is compliant for 90-100% of contract required items	School is compliant for 80-89% of contract required items	School is compliant for 70-79% of contract required items	School is compliant for less than 70% of contract required items	
8. LEA Special Education Performance Determination	2	N/A	School does not have an ODE special education corrective action plan (CAP) at the end of the current school year	School has an ODE special education corrective action plan (CAP) at the end of the current school year and it is progressing towards compliance	School has an ODE special education corrective action plan (CAP) at the end of the current school year but is NOT progressing towards compliance	
9. Pre-Opening Assurances	2	N/A	School met all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	N/A	School did NOT meet all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	

**Office of Ohio School Sponsorship Performance Framework**

School Name		School IRN#				
10.	Site Visit Compliance	2	N/A	School met all site visit requirements in a timely manner(bci/fbi check results, licensure and training documentation, file reviews, and operational/facility requirements)	N/A	School did NOT meet all site visit requirements in a timely manner
11.	Annual Report	2	N/A	School Annual Report submitted AND made available to parents by the due date	N/A	School Annual Report NOT submitted or NOT made available to parents by the due date
12.	Emergency Management Plan	2	N/A	Emergency Management Plan approved and current	N/A	Emergency Management Plan NOT submitted on time, approved or expired
TOTAL LEGAL INDICATORS (out of 16 available)		14				

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS						
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
13.	Combined Overall Compliance Indicator Rating	2	(3) Year Average Indicator Rating is Exceeds.	(3) Year Average Indicator Rating is Meets.	(3) Year Average Indicator Rating is Does Not Meet.	(3) Year Average Indicator Rating is Falls Far Below.
TOTAL OF (3) YEARS OF DATA		2	67%			
TOTAL OF LEGAL INDICATORS (16 available)		14	88%			
TOTAL OF ORGANIZATION AND OPERATIONS INDICATOR (11 available)		11	100%			
TOTAL OF 3 YEARS OF DATA, LEGAL INDICATORS AND ORGANIZATION AND OPERATIONS INDICATORS (27 available points)		27	85%			

FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS						
MOST RECENT COMPLETED SCHOOL YEAR FINANCIAL INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1.	Five-Year Forecast and Annual Budget Submission	4	N/A	May and November forecasts and October budget approved and submitted on time	May and November forecasts and October budget approved and submitted 1-15 days after deadline	May and November forecasts and October budget approved and submitted 16 or more days after deadline
2.	Current Ratio	6	Current ratio is 1.11 or greater	Current ratio is between 1.0 and 1.10	Current ratio is between 0.9 and 1.0	Current ratio is below 0.9
3.	Debt Ratio	6	Debt ratio is 0 - 20%	Debt ratio is 20.1 - 50.0%	Debt ratio is 40.1 - 60.0%	Debt ratio is less than 60%
4.	Unrestricted Days of Cash	6	School has 61 or more days cash available	School has between 31 to 60 days cash available	School has between 16 and 30 days cash available	School has less than 15 days cash available
5.	Maintenance of Effort (MOE)	4	N/A	The School met both ESEA and IDEA-B MOE	School met either ESEA or IDEA-B MOE but not both	School failed to meet both ESEA and IDEA-B MOE
6.	CCIP - Grant Applications, Grant Revisions, and Project Cash Requests (PCR's) Submitted Timely	2	N/A	School has submitted timely (Monthly or at least Quarterly) PCR's and submitted all applications and/or revisions timely	School has submitted some PCR's through the year and submitted or revised CCIP applications timely	School did not submit timely PCR's, Applications or Revisions
7.	Sponsor Reporting	6	All financial reports and response submitted by	No more than (2) financial reports or responses	Between (3-4) financial reports or responses	More than (4) financial reports submitted late or any
8.	Pre- and/or Post Audit	2	N/A	School held pre- and post audit conferences	School held a post audit conference	School did not hold either a pre- or a post audit conference
9.	Audit Findings	4	School's most recent audit contains (0) findings, (0) management letter comments, and (0) verbal comments	School's most recent audit contains (0) findings, no more than (1) management letter comments, and no more than (2) verbal comments	School's most recent audit contains (0) findings, no more than (2) management letter comments, and no more than (4) verbal comments	School's most recent audit contains any findings, more than (3) more management letter comments, or (5) or more verbal comments
10.	Enrollment Variance/Sustainment (Current Year vs. Previous Year)	6	Enrollment is greater than 95% beginning FTE	Enrollment is between 91% to 95% of beginning FTE	Enrollment is 81% to 90% of beginning FTE	Enrollment is less than 80% of beginning FTE
TOTAL CURRENT YEAR FINANCIAL INDICATORS (52 available points)		46	88%			

FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS						
RATING SCALE						



Office of Ohio School Sponsorship Performance Framework

School Name		School IRN#				
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY	RUBRIC	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
	RATING					
	RECEIVED					
11.	Combined Overall Fiscal Indicator Rating	2	(3) Year Average Indicator Rating is Exceeds	(3) Year Average Indicator Rating is Meets	(3) Year Average Indicator Rating is Does Not Meet	(3) Year Average Indicator Rating is Falls Far Below
TOTAL OF (3) YEARS OF DATA (3 points available)		2	66%			
TOTAL CURRENT YEAR FINANCIAL INDICATORS		46	88%			
TOTAL (3) YEARS OF DATA AND TOTAL FINANCIAL INDICATORS		48	77%			

OVERALL SCHOOL PERFORMANCE TARGETS AND METRICS SUMMARY	
	RUBRIC RATING
ACADEMIC SCHOOL PERFORMANCE	67.80%
COMPLIANCE SCHOOL PERFORMANCE	85%
FISCAL SCHOOL PERFORMANCE	77%
TOTAL SCHOOL PERFORMANCE	0.765444444

# Appendix 3



## **Operator/Management Company Agreement Guidelines**

1. The maximum term of an Operator/Management Company agreement must not exceed the term of the community school contract. After the second year that the Operator/Management Company agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. Operator/Management Company agreements must be negotiated at 'arms-length.' The community school's board and Operator/Management Company must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the Operator/Management Company agreement shall interfere with the community school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the school. No provision of the Operator/Management Company agreement shall prohibit the community school board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Ohio Sunshine Law.
4. An Operator/Management Company agreement shall not restrict the community school board from waiving its governmental immunity or require a board to assert, waive or not waive its governmental immunity.
5. No provision of an Operator/Management Company agreement shall alter the community school board's treasurer's legal obligation to direct that the deposit of all funds received by the community school be placed in the community school's account.
6. Operator/Management Company agreements must contain the following methods for paying fees or expenses: the community school board may pay or reimburse the Operator/Management Company for approved fees or expenses upon properly presented documentation and approval by the board.
7. Operator/Management Company agreements shall provide that the financial, educational and student records pertaining to the community school are community school property and that such records are subject to the provisions of the Ohio Open Records Act. All community school records shall be physically or electronically available, upon request, at the community school's physical facilities. Except as permitted under the community contract and applicable law, no Operator/Management Company agreement shall restrict the Sponsor's access to the community school's records.

8. Operator/Management Company agreements must contain a provision that all finance and other records of the Operator/Management Company related to the community school will be made available to the community school's governing authority and independent auditor.
9. The Operator/Management Company agreement must not permit the Operator/Management Company to select and retain the independent auditor for the community school.
10. If an Operator/Management Company purchases equipment, materials and supplies on behalf of or as the agent of the community school, the Operator/Management Company agreement shall provide that such equipment, materials and supplies shall be and remain the property of the community school.
11. Operator/Management Company agreements shall contain a provision that if the Operator/Management Company procures equipment, materials and supplies at the request of or on behalf of the community school, the Operator/Management Company shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
12. Operator/Management Company agreements must contain a provision that clearly allocates the respective proprietary rights of the community school board and the Operator/Management Company to curriculum or educational materials. At a minimum, Operator/Management Company agreements shall provide that the community school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the community school; or (ii) were developed by the Operator/Management Company at the direction of the community school governing board with community school funds dedicated for the specific purpose of developing such curriculum or materials. Operator/Management Company agreements may also include a provision that restricts the community school's proprietary rights over curriculum or educational materials that are developed by the Operator/Management Company from funds from the community school or that are not otherwise dedicated for the specific purpose of developing community school curriculum or educational materials. All Operator/Management Company agreements shall recognize that the Operator/Management Company's educational materials and teaching techniques used by the community school are subject to state disclosure laws and the Open Records Act.
13. Operator/Management Company agreements involving employees must be clear about which persons or positions are employees of the Operator/Management Company, and which persons or positions are employees of the community school. If the Operator/Management Company leases employees to the community school, the



- Operator/Management Company agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the community school or working on community school operations. If the community school is staffed through an employee leasing agreement, legal confirmation must be provided to the community school board that the employment structure qualifies as employee leasing.
14. If the Operator/Management Company hires the community school superintendent and/or school educational leaders the agreement must include a provision that permits the Community School board to approve the hiring decisions, permit the Community School board to evaluate the superintendent and/or educational leaders, and make recommendations as to the continuation and/or termination of the superintendent and/or school leaders.
  15. Operator/Management Company agreements must contain insurance and indemnification provisions outlining the coverage the Operator/Management Company will obtain. The Operator/Management Company's insurance is separate from and in addition to the insurance for the community school board that is required according to the community school contract. Insurance coverage must take into account whether or not staff at the school are employees of the Operator/Management Company or the school.
  16. Marketing and development costs paid by or charged to the community school shall be limited to those costs specific to the community school program, and shall not include any costs for the marketing and development of the Operator/Management Company.
  17. If the community school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the Operator/Management Company, then such agreements must be separately documented and not be a part of or incorporated into the Operator/Management Company agreement. Such agreements must be consistent with the school's authority to terminate the Operator/Management Company agreement and continue operation of the school.
  18. If requested, the Operator/Management Company must provide detailed financial information to the Sponsor as required by the community school contract between the sponsor and the community school.

# Appendix 4



## **Appendix 4**

### **Specialized Education Model Requirements**

#### **E-Schools**

If the School is an on-line (e-school), comply with the following pursuant to ORC 3314.21:

- The School shall use a filtering device and install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. If the student chooses to use his or her own computer not obtained from the School, the School shall provide such device and/or software to the student at no cost. The School shall provide a demonstration of such software and documentation that it is placed on all computers and/or offered to students who use his or her own computers to the Sponsor on an annual basis.
- The School shall develop and provide a plan to the Sponsor by August 1 of each year describing the plan by which its full-time teachers will conduct visits to the students in person throughout the year. The School shall also provide documentation to the Sponsor that the plan was complied with each school year. Evidence of compliance with the plan must be reviewed and submitted to the Sponsor annually.
- The School shall set up a central base of operation where all administrative activities occur and provide the Sponsor with the location of the central base of operations. The Sponsor shall maintain a representative within fifty miles of that central base of operations.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

#### **Blended Learning**

If the School operates as a designated blended learning school, as defined in ORC 3301.079, the School must comply with the following:

- Follow the Sponsor approved blended learning educational model or models that will be used;
- Maintain a description of how student instructional needs will be determined and documented;
- Maintain documentation of the method to be used for determining competency, granting credit, and promoting students to a higher-grade level;
- Follow the School's attendance requirements, including documentation of participation in learning opportunities;

- Follow the Sponsor approved statement describing how student progress will be monitored;
- Follow the Sponsor approved statement describing how private student data will be protected; and
- Follow the Sponsor approved program for offering professional development activities offered to teachers.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

### **Dropout Prevention and Recovery Program (Alternative Education School)**

If the School operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule as currently written or as amended during the term of this Agreement relating to dropout-prevention and recovery schools. Specifically, the School agrees to develop a program that complies with the Ohio Administrative Code 3301-102-10 including meeting required enrollment and testing requirements for student enrolled in the dropout prevention and recovery program:

- The program serves only students not younger than sixteen years of age and not older than twenty-one years of age;
- The program enrolls students who, at the time of their initial enrollment, either, or both, are at least one grade level behind their cohort age groups or experience crises that significantly interfere with their academic progress such that they are prevented from continuing their traditional programs;
- The program requires students to attain at least the applicable score designated for each of the assessments prescribed under division (B)(1) of section 3301.0710 of the Revised Code or, to the extent prescribed by rule of the state board of education under division (D)(6) of section 3301.0712 of the Revised Code, division (B)(2) of that section;
- The program develops an individual career plan for each student that specifies the student's matriculating to a two-year degree program, acquiring a business and industry credential, or entering an apprenticeship;
- The program provides counseling and support for the student related to the plan developed under division (A)(4) of that section during the remainder of the student's high school experience; and
- The program's instructional plan demonstrates how the academic content standards adopted by the state board of education under section 3301.079 of the Revised Code will be taught and assessed.

The School shall ensure that each student has an individualized Student Success Plan that identifies the students goals, program of study, and meets the requirements of statute and rule.



# Attachment 1



Prescribed by J. Kenneth Blackwell

Ohio Secretary of State  
Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos  
e-mail: bussery@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216
*** Requires an additional fee of \$100 ***	
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

## INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARP) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (170-APP) Profession ORC 1705
---	--	--

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation	Bridges Community Academy, Inc.		
SECOND: Location	Tiffin	Seneca	
	(City)	(County)	
Effective Date (Optional)	Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.		
<input type="checkbox"/> Check here if additional provisions are attached			

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed
To operate as an Ohio Public community school described in Chapter 3314 of the Ohio revised Code to
provide a digital-based core curriculum with on-site differentiated instruction; to exercise all powers
necessary to operate, or reasonably connected with operating, as an Ohio public community school
that may be legally exercised through a contract between a sponsor and the governing authority of BCA, Inc.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)	(No. of Shares)	(Type)	(Par Value)
(Refer to instructions if needed)			

Completing this information in this section is optional.

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

Robert E. Ashworth, Governing Board President

(Name)

3975 S. County Road 19

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Tiffin

Ohio

44883

(City)

(State)

(Zip Code)

Dona M. Kaufman, Director

(Name)

1903 Camelot Lane

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Findlay

Ohio

45840

(City)

(State)

(Zip Code)

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

REQUIRED

Must be authenticated  
(signed) by an authorized  
representative  
(See instructions)

*Robert E. Ashworth*

Authorized Representative

Robert E. Ashworth

(print name)

12-2-2004

Date

*Dona M. Kaufman*

Authorized Representative

Dona M. Kaufman

(print name)

12-2-2004

Date

Authorized Representative

(print name)

Date





DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/18/2005	200501402334	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125 00	.00	.00	.00	.00

## Receipt

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

BRIDGES COMMUNITY ACADEMY  
190 ST FRANCIS AVE  
TIFFIN, OH 44883-3475

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1512761

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

BRIDGES COMMUNITY ACADEMY, INC.

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200501402334



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 6th day of January, A.D.  
2005.

*J. Kenneth Blackwell*  
Ohio Secretary of State



Ohio Secretary of State  
Central Ohio: (614) 466-3910  
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

RE: BRIDGES COMMUNITY ACADEMY, INC.  
CHARTER NO: 1512761  
ORIGINAL DATE: January 6, 2005  
EXPIRY DATE: 1/6/2010

9/8/2009

ROBERT E. ASHWORTH  
3975 S. COUNTY ROAD 19  
TIFFIN, OH 44883

Dear Sir or Madam:

Please be advised that pursuant to Ohio Revised Code Section 1702.59, every non-profit corporation whose articles or other documents are filed with the Secretary of State of Ohio, must file a verified statement of continued existence. This certificate must be signed by a trustee, officer or three members in good standing, set forth the corporate name, the place where the principal office of the corporation is located, the date of incorporation, the fact that the corporation is still actively engaged in exercising its corporate privileges, and the name and address of its agent appointed pursuant to Revised Code Section 1702.06. The certificate must be filed before the expiry date listed above.

Pursuant to Section 1702.59, the requisite statement of continued existence for the above referenced corporation is now due to be filed. Failure to file such statement before the expiry date will result in cancellation of the articles of the corporation. A Statement of Continued Existence form has been enclosed for your convenience and use. Please forward the completed form, together with the requisite fee of twenty-five dollars (\$25.00) to the office of the Secretary of State, P.O. Box 788, Columbus, Ohio 43216-0788.

If you have questions regarding this notice, please contact our Customer Service at (614) 466-3910 or (toll free) 1-877-SOS-FILE or email us at [BusServ@sos.state.oh.us](mailto:BusServ@sos.state.oh.us). Visit our web site at [www.sos.state.oh.us](http://www.sos.state.oh.us) to review your corporate records.

If you have already submitted the corporation's statement of continued existence, please disregard this notice.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer Brunner".

Jennifer Brunner  
Secretary of State

Enclosures

**Last Revised May 2002**





Ohio Secretary of State  
Central Ohio: (614) 466-3910  
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

### STATEMENT OF CONTINUED EXISTENCE OF CORPORATION - NOT FOR PROFIT

The undersigned, a trustee, officer, or three members in good standing of the corporation named below, hereby verifies/verify that the corporation is still actively engaged in exercising its corporate privileges, and that:

1. The Charter Number is: 1512761
2. The exact corporate name is:  
BRIDGES COMMUNITY ACADEMY, INC.
3. The city, village or township in which its principal office is located is:  
TIFFIN
4. The county in which its principal office is located is: SENECA
5. The date of its incorporation is: January 6, 2005
6. The name of the current statutory agent is:

- \_\_\_\_\_
7. The complete address of the current statutory agent is:
- \_\_\_\_\_
- \_\_\_\_\_

(P. O. Box addresses are not acceptable)

This document is signed by a trustee, corporate officer, or three members in good standing.

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

Note: If a new agent has been appointed on line 6 above, that agent must acknowledge his/her acceptance of such appointment below.

### ACCEPTANCE OF APPOINTMENT

The undersigned, \_\_\_\_\_, named herein as the statutory agent for the corporation in line 2 of this statement, hereby acknowledges and accepts the appointment of statutory agent.

\_\_\_\_\_  
Signature of Statutory Agent



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/27/2009	200930000542	CERTIFICATE OF CONTINUED EXISTENCE (CCE)	26.00	.00	.00	.00	.00

**Receipt**

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

BRIDGES  
190 ST. FRANCIS AVENUE  
TIFFIN, OH 44883

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jennifer Brunner**

1512761

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

**BRIDGES COMMUNITY ACADEMY, INC.**

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

Document(s)  
**CERTIFICATE OF CONTINUED EXISTENCE**

Document No(s):  
**200930000542**



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 27th day of October, A.D.  
2009.

**Ohio Secretary of State**

Oct. 6, 2009 12:11PM

No. 3103 P. 31



Ohio Secretary of State  
Central Ohio: (614) 466-3910  
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

**STATEMENT OF CONTINUED EXISTENCE  
OF CORPORATION - NOT FOR PROFIT**

The undersigned, a trustee, officer, or three members in good standing of the corporation named below, hereby verifies/verify that the corporation is still actively engaged in exercising its corporate privileges, and that:

1. The Charter Number is: 1512761
2. The exact corporate name is:  
BRIDGES COMMUNITY ACADEMY, INC.
3. The city, village or township in which its principal office is located is:  
TIFFIN
4. The county in which its principal office is located is: SENECA
5. The date of its incorporation is: January 6, 2005
6. The name of the current statutory agent is:

ROBERT E. ASHWORTH

7. The complete address of the current statutory agent is:

3975 S. COUNTY ROAD 19

TIFFIN, OHIO 44883

(P. O. Box addresses are not acceptable)

This document is signed by a trustee, corporate officer, or three members in good standing.

By:

Robert Ashworth, President

Note: If a new agent has been appointed on line 6 above, that agent must acknowledge his/her acceptance of such appointment below.

**ACCEPTANCE OF APPOINTMENT**

The undersigned, \_\_\_\_\_, named herein as the statutory agent for the corporation in line 2 of this statement, hereby acknowledges and accepts the appointment of statutory agent.

\_\_\_\_\_  
Signature of Statutory Agent



# Attachment 2



Department of the Treasury  
Internal Revenue Service  
**Tax Exempt and Government Entities**  
P.O. Box 2508  
Cincinnati, OH 45201

BRIDGES COMMUNITY ACADEMY INC DBA  
BRIDGES PREPARATORY ACADEMY  
190 ST FRANCIS AVE  
TIFFIN, OH 44883

Date:  
04/01/2022  
Employer ID number:  
13-4269818  
Person to contact:  
Name: Paul F Cappel II  
ID number: 31665  
Telephone: (877) 829-5500  
Accounting period ending:  
June 30  
Public charity status:  
170(b)(1)(A)(ii)  
Form 990 / 990-EZ / 990-N required:  
Yes  
Effective date of exemption:  
June 2, 2021  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053555001721

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

#### **Information for Charter Schools**


You're not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you operate under a contract with the local government. If your method of operation changes to the extent that your charter is not approved, terminated, cancelled or not renewed, you should notify us. You'll also be required to comply with Revenue Procedure 75-50.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements



# Attachment 3

**BRIDGES PREPARATORY ACADEMY**  
**ATTACHMENT 1**  
**GOVERNING AUTHORITY EXPLANATION**

Included with this attachment are the resumes/biographies of the members of the governing authority, Jennifer Speicher, Erica Nye, Bonnie Ziegler, Siri Wintersteen and Amanda Glick.

My name is Erica Nye, I learned about Bridges about 7 years ago when we enrolled my son in 6th grade. I began volunteering in the kindergarten room when my daughter was just beginning her school career. She was very nervous and to help her get used to school I helped out in her class a couple days a week. I fell in love with the school, the students, teachers, and atmosphere. Soon, my volunteering became full time. The then kindergarten teacher inspired me to get my Educational Aide License.

Currently, I substitute for Tiffin City Schools, occasionally.

Due to the pandemic, I saw the need for childcare providers. So, I opened up my home to several families in need. I have 7 children age ranging from 1 year old through 9 that I take care of Monday ~ Friday.

I serve on the Board for Bridges Preparatory Academy. It has been a privilege and an honor serving as the President for the school. I have learned and grown so much since beginning this journey. While I have seen a lot of ups and downs, the school now has an excellent team who has given us the right guidance needed to help bring this school to its best potential. I am excited about the future our school has and look forward to continuing to learn and grow as I continue serving our school.

Sincerely,

Erica Nye  
Board President  
Bridges Preparatory Academy



# Jennifer Speicher

6572 E State Route 19, Green Springs, Ohio 44836  
419-603-6646  
jrs71201@gmail.com

For the past 10 years, I have been working at home via the internet. I have a strong knowledge in research and testing algorithms for various companies. I have extensive experience working on computers including searching the internet and various software programs, such as Word and Photoshop, to name a few.

## **Work Experience**

### **Lionbridge**

Internet Assessor  
04/2011 to Present

I have several responsibilities such as testing algorithms and determining the quality of websites. I make sure people get the results they want while searching online.

### **Appen Butler Hill**

Independent Contractor  
02/2016 to Present

I work as an Independent Contractor doing various projects to help people have better experiences on social media and shopping platforms.

## **Education**

### **Bettsville High School**

Bettsville, Ohio  
08/1986 to 05/1999

### **Sentinel Career Center**

Administrative Business Technology  
Tiffin, Ohio  
08/1997 to 05/1999

## **Groups**

### **Bridges Preparatory Academy**

Since October 2020, I have been a member of the Governing Authority.

### **Bridges Preparatory Academy PTO**

Since 2014 I have been a part of the PTO at the school my children attended. I work hard to make sure the kids have a good time and a lot of opportunities throughout the year.

### **The United States Naval Sea Cadet Corps**

Since 2020, I have been a volunteer at the USNSCC while my son is a member.

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# AMANDA GLICK

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AMANDAGLICKBCA@GMAIL.COM



419-618-8288

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## OBJECTIVE

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To serve the needs of my community through alternative education for children.

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## SKILLS

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I have developed many skills while operating my own business for the past 9 years, including: communication, leadership, conflict resolution and financial management,

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## EXPERIENCE

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### HERBALIFE NUTRITION DISTRIBUTOR

March 2012 - Present

I have held many roles during my time in this career. I currently get to lead and facilitate weekly training calls for 100+ individuals as well as serving on the leadership strategy and planning sessions. My personal business seeing profit increase every year for the past 4 years and I have been able to train other individuals to start their own business.

Prior to this career I was a STNA where I provided direct care to nursing home residents. This enhanced my compassion for humanity.

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## EDUCATION

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### CALVERT CATHOLIC SCHOOLS

Beginning in 4<sup>th</sup> grade through my graduation I was involved in many activities and groups. I played clarinet in our marching and concert band, ran track 4 years and later became a student statistician. I was on the soccer team and the varsity girls' basketball student manager. I was a member of S.A.D.D which I was most passionate about.

**ABOUT ME:** My family has lived in Tiffin, OH since moving here in 1995. My fiancé and I have 5 kids, 4 of which are teenagers and then there is our 3-year-old. I primarily run our business from home to be readily available for our children. We like to spend time outdoors and enjoy road trips together as often as we can. Two of my daughters loved their years at Bridges and I greatly believe each individual child, when given the best learning environment possible, can soar beyond the status quo.

# **BONNIE ZIEGLER**

## **BIOGRAPHY**

I have set on several boards in the past. I have sat on Help Me Grow, Area Agency on Aging, and others. I owned a group home that was for mentally ill people for 3 years and closed it because my adopted daughter needed help. My husband and I were foster parents for 9 years and we adopted 3 children through the system. By far, I like the Bridges board because I feel connected to the school because of my children that has attended there.

Six years ago, I brought my oldest daughter to Bridges because the school she was attending didn't think her mental illness was real. It took us 4 years to get her on an IEP. She attempted suicide because she didn't want to go back to that school. We started her at Bridges and people and teachers accepted her illness and her differences. She went from being curled up in a ball in the corner to being able to stand in front of the school singing in a talent show.

I became a volunteer at Bridges for several years and am PTA president. When I was asked to be on the board, I jumped at the opportunity so I could make a difference in other people's lives. I am presently the board vice president. I am proud to hold this position. The past few years have been trying because of changes and COVID. But with the great team I work with we have pulled together and did what was best for staff and students.





# BRIDGES

## PREPARATORY ACADEMY

### Board of Directors

- Erica Nye, President

Email [city\\_girl98@yahoo.com](mailto:city_girl98@yahoo.com)

Phone: 567-207-8456

- Bonnie Ziegler, Vice President

Email: [camperwoman423@yahoo.com](mailto:camperwoman423@yahoo.com)

Phone 419-618-4319

- Amanda Glick

Email: [amandaglickbca@gmail.com](mailto:amandaglickbca@gmail.com)

Phone: 419-618-8288

- Jennifer Speicher

Email: [jrs71201@gmail.com](mailto:jrs71201@gmail.com)

Phone: 419-455-9295

- Siri Wintersteen

Email: [spagsteen@gmail.com](mailto:spagsteen@gmail.com)

Phone: 419-308-0508

190 St. Francis Ave.  
Tiffin, OH 44883  
419-455-9295 \* 419-455-9296 (fax)  
[info@bpattiffin.org](mailto:info@bpattiffin.org)

Resolution: # \_\_\_\_\_  
Approved: \_\_\_\_\_

## **BRIDGES PREPARATORY ACADEMY CONFLICTS OF INTEREST POLICY**

### Article I

#### Purpose

The purpose of the conflicts of interest policy is to protect the Non-Profit Corporation's interest when the Board of Directors ("Board" or "School") is contemplating a transaction, arrangement or other action that might affect the private interest of an officer, director, or employee of the School or when the private interest of a director of the Board might affect his or her judgment on a matter being considered by the Board. This conflict of interest policy is designed to help directors and officers identify situations that present actual or potential conflicts of interest and to provide the Board a procedure which, if observed, will allow certain transactions to be treated as valid and binding even though a director or officer has or may have a conflict of interest with respect to the transaction. This policy may also be used to identify actual or potential conflicts of interest involving prospective Board members.

Where appropriate, prospective Board members may be asked to complete the attached Conflict of Interest Disclosure Form.

The policy is intended to comply with Ohio Law governing conflicts of interest for governing authority members ("Director" or "Trustee") of nonprofit corporations holding a community school contract issued pursuant to Chapter 3314 of the Ohio Revised Code ("R.C." or "Code"). In the event there is an inconsistency between the requirements and procedures prescribed herein and those in the Code pertaining to non-profit and charitable corporations, the Code shall control. All capitalized terms are defined in this policy.

### Article II

#### Definitions

##### 1. Interested Person

An Interested Person is any director, officer, employee or member of a committee with Board delegated powers who has a direct or indirect Financial Interest or is engaged in certain Outside Activities.

## 2. Responsible Person

Any director, officer, employee or member of a committee with Board delegated powers.

## 3. Financial Interest

A Responsible Person has a Financial Interest if he or she has, directly or indirectly, through business, investment or a Family Member:

- a. an ownership or investment interest in any entity with which the School has a transaction or arrangement, or
- b. a compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A Financial Interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a Financial Interest may have a conflict of interest only if the Board or appropriate committee decides that a conflict of interest exists.

## 4. Outside Activities.

Outside Activities are those which involve a Responsible Person or a Family Member who is a director, officer or employee of an entity that competes with or has contractual relationship with the School.

## 5. Family Member

Family Member means a spouse, domestic partner, parent, grandparent, child or spouse of a child, brother, sister, or in-laws, of a Responsible Person.

## 6. Business Associate

Business Associate means a person who a reasonable person would find to be in a position or have a relationship which would result in undue influence of the judgment of a Director on a matter being considered by the Board by reason of that person's relationship with the Director.



## Article III

### Procedures

#### 1. Duty to Disclose

In connection with any actual or possible conflicts of interest, an Interested Person must disclose any existence of his or her Financial Interest or those of Family Members and Business Associates or his or her involvement in Outside Activities effecting a proposed transaction, arrangement, or other action of the Board. The Interested Person must be given the opportunity to disclose all material facts to the directors and members of committees with Board delegated powers considering the proposed transaction, arrangement, or other action.

#### 2. Determining Whether a Conflict of Interest Exists

- a. After disclosure of the Financial Interest and/or Outside Activities and all material facts, and after any discussion with the Interested Person, the Board may conclude that a Conflict of Interest exists, in which case the Board will follow the procedures described in Section 3 below. If there is uncertainty about the existence of a Conflict of Interest, the Interested Person shall leave the Board or committee meeting while the determination of a Conflict of Interest is discussed and voted upon. The remaining board or committee members shall thereupon determine, by a majority vote, whether the disclosure shows that a Conflict of Interest exists or can be reasonably construed to exist.
- b. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person may have a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- c. A Conflict of Interest exists and it shall be the School's policy not to elect as a Director an immediate relative of a Director or an individual who is currently or has been within the last year, or whose immediate relative is currently or has been within the last year, an owner, employee, or consultant of the School's sponsor or operator.

Likewise, if the School is sponsored by a school district or an education service center, the School shall not elect as a Director an individual who is currently or has been within the last year, or whose immediate relative is currently or has been within the last year, an officer of the school district or the education service center or an employee or consultant for the department, division or section of the

school district or education service center that is directly responsible for sponsoring community schools or has supervisory authority over such department, division, or section.

For purposes of this Article, immediate relative shall mean spouses, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the potential Director.

### 3. Procedures for Addressing the Conflict of Interest

- a. Once the Board determines that a Conflict of Interest exists the Interested Person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that causes the Conflict of Interest.
- b. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Board or committee shall determine whether the School can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest.
- d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a Conflict of Interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the School's best interest and for its own benefit and whether the transaction is fair and reasonable to the School and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
- e. A person who has a Conflict of Interest with respect to a contract, transaction, or other matter that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a Conflict of Interest may not deliberate or vote on the contract or transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of the School has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the Board of Directors, but not if the election or reelection is presented as a slate consisting of two or more directors or officers.

#### 4. Confidentiality

Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status, including confidential information acquired during an executive session, or information the disclosure of which might be adverse to the interests of the School. Furthermore, a Responsible Person shall not disclose or use information relating to the business of the School for the personal profit or advantage of the Responsible Person, a Business Associate or a Family Member.

#### 5. Violations of the Conflicts of Interest Policy

- a. If the Board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

### Article IV

#### Records of Proceedings

The minutes of the Board and all committees with Board-delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the possible conflict of interest, any action taken to determine whether a Conflict of Interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

### Article V

#### Compensation

1. A voting member of the Board who receives compensation, not including reimbursements, statutorily permitted stipends, or Board approved compensation for training, directly or indirectly, from the School for services is precluded from voting on matters pertaining to his or her own compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to his or her own compensation.
3. A Responsible Person is prohibited from accepting or soliciting any compensation, except as specifically allowed by law, for the performance of his/her duties or for the general performance of the duties of the Responsible Person's office.
4. A Responsible Person is prohibited from accepting or soliciting anything of value in consideration of appointing or securing, maintaining, or renewing the appointment of any person to public office, employment or agency.
5. A Responsible Person is prohibited from accepting or soliciting anything of value in consideration of preferring, or maintaining the status of, any public employee.

## Article VI

### Statements of Understanding

Each director, principal officer and member of a committee with Board delegated powers shall at the time of election and annually thereafter, sign a statement which affirms that such person:

- a. has received a copy of the conflicts of interest policy,
- b. has read and understands the policy,
- c. has agreed to comply with the policy, and
- d. has completed the Conflict of Interest Disclosure Form, which shall include the following disclosures:
  - i. the names of any Family Members or Business Associates employed by any of the following within the previous three (3) years:
    1. the sponsor or operator of that community school;



2. a school district or education service center that has contracted with that community school;
  3. a vendor that is or has engaged in business with that community school.
- ii. Whether he or she is a member of a school district board of education, in which case said director may not serve on the governing authority of any community school.
  - iii. Whether a finding for recovery has been issued by the Auditor of State against the individual.

## Article VII

### Periodic Reviews

To ensure that the School operates in a manner consistent with its purposes and that it does not engage in activities that could jeopardize its status as a non-profit organization, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
- b. Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the School's purposes and do not result in inurement or impermissible private benefit.
- c. Whether agreements to provide education and agreements with other employees and third parties further the School's purposes and do not result in inurement or impermissible private benefit.

**BRIDGES PREPARATORY ACADEMY**  
**Conflict of Interest Disclosure Form**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

If you answer "yes" to any of the following question, please provide an explanation on a separate sheet. Clearly label the explanation with the number of the corresponding question.

1. Do you serve on the Board of Directors, work for or perform services for any other charter school?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

2. If yes, please list the charter schools and your relationship (eg. Director, employee, consultant, etc.) below:

School: _____	Position: _____
School: _____	Position: _____
School: _____	Position: _____
School: _____	Position: _____

3. Other than the charter schools disclosed above, to the best of your knowledge for the last 3 years have you or any Family Member (spouse, domestic partner, parent, grandparent, child or spouse of a child, brother, sister, or in-laws) or Business Associate (person with power to influence you) been an officer, director, trustee, sole proprietor, partner, employee, sales representative, agent, consultant, independent contractor, or advisory board member of an external organization/agency which has a contract or transaction with any of the following:

- a. the School;
- b. the School's operator (i.e. educational management organization);
- c. the School's Sponsor;
- d. a school district or educational service center (ESC) under contract with the School;
- e. a vendor that engaged in business with the School.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

4. If yes, please list the 1) Person, 2) Relationship to you (eg. my brother), 3) the name of the Person's Organization, 4) the Person's Position with the Organization; 5) Relationship identified in (a) – (e) above.

Name of Person: \_\_\_\_\_

Person's Relationship to You: \_\_\_\_\_

Name of Person's Organization: \_\_\_\_\_

Person's Position with Organization: \_\_\_\_\_

Relationship identified in (a) – (e) above: \_\_\_\_\_

5. Has a finding for recovery ever been issued against you personally by the auditor of state?

\_\_\_\_\_ Yes \_\_\_\_\_ No

6. Do you and/or other Family Members own stock which has an aggregate value of more than \$5,000 or which represents more than five percent (5%) of the voting stock in an external organization/agency which has a contract or transaction with the School?

\_\_\_\_\_ Yes \_\_\_\_\_ No

7. In the past 12 months have you received any compensation, loan, unusual gift, benefit, or hospitality from any School vendor?

\_\_\_\_\_ Yes \_\_\_\_\_ No

8. Are or will you or any Family Member be employed at the School (either directly or as an employee of the Educational Management Organization or any other company contracting or providing service to the School)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

9. Do or will you or any Family Member be selling any supplies, materials, equipment, services or other personal property directly or indirectly to the School, the Educational Management Organization, or any other company contracting with the School?

\_\_\_\_\_ Yes \_\_\_\_\_ No

10. Other than this School Board, do you or does a Family Member currently serve on any other board, group or corporation or have a compensation arrangement with any entity that competes with or has a contractual relationship with the School such that a reasonable person would believe that your independent judgment as a Board Member might be compromised with respect to actions you would take or votes you would cast as a member of the Board?

\_\_\_\_\_ Yes \_\_\_\_\_ No

11. To the best of your knowledge, are there situations not described in this questionnaire which may give the appearance of a conflict of interest between you or a Family Member, or would make it difficult for you to discharge the duties of your office in an independent manner?

\_\_\_\_\_ Yes \_\_\_\_\_ No

12. Do you have a family relationship or a business relationship with any School officer, director or key employee?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Relationship: \_\_\_\_\_ Family or \_\_\_\_\_ Business

Name of individual and relationship: \_\_\_\_\_

13. I acknowledge that as a Board Member of a community school operated by an educational management organization, pursuant to Ohio Revised Code §3314.02(E)(3), I and my immediate relatives are prohibited from being an owner, employee or consultant of the educational management organization or the Sponsor for the year following the completion of my Board service.

*I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of the School that is currently in effect.*

*I further acknowledge that I have received a copy of Chapter 102 and Section 2921.42 of the Ohio Revised Code.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Attachment 4

**AMENDED AND RESTATED  
CODE OF REGULATIONS  
OF  
BRIDGES COMMUNITY ACADEMY**

**ARTICLE I  
PURPOSE**

Section 1. Purpose. Bridges Community Academy (the “Corporation”) is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law to operate as a community school in the State of Ohio.

**ARTICLE II  
MEMBERS**

Section 1. Membership. The Corporation shall not have Members. The Directors of the Corporation, in conformance with the procedures established for the Governing Authority Board of Directors and to the extent required by law, shall have the authority that is granted to and carry out the duties that are imposed upon the Members of a nonprofit corporation under Ohio law.

**ARTICLE III  
DIRECTORS**

Section 1. Number. The number of Directors of the Corporation shall be at least five (5) and no more than nine (9), or such greater number as may be subsequently determined by the Directors, or unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

Section 2. Term. Except as herein provided, each Director will serve a three-year term, which expires on June 30<sup>th</sup> of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director’s term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death.

Section 3. Qualifications and Role of Directors. The Directors, in their capacity as Directors, shall be the Governing Authority Board of a public Ohio community school. The Directors shall have a strong interest in the welfare of the Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees.

Section 4. Election of Directors. At the annual meeting of Directors that is held on or before the date that such term expires, the Board of Directors shall elect a successor to any Director

whose term is set to expire. The remaining Directors shall recommend potential Directors to fill any vacancy in the Board of Directors created by the resignation, removal or death of a Director at a regular or special meeting of the Board of Directors. In all cases where a vacancy occurs, unless the articles or regulations provide otherwise, the remaining Directors, even if less than a majority of the whole authorized number of directors, may, by a majority vote, fill any vacancy in the board for the unexpired term. In the event there are no remaining Directors, then the sponsor of the Bridges Community Academy community school may appoint one or more Directors to fill any vacancy in the Board of Directors created by the resignation, removal or death of a Director.

Section 5. Meetings. The annual meeting of the Directors shall be held in June of each year on such date, at such time, and at such place as a majority of the Directors may determine. In the event the Board of Directors is unable to hold its annual meeting in June, it shall hold such annual meeting on a date and at a time and place determined by a majority of the Directors. Special meetings may be called at any time by the Chairperson or by any one (1) of the Directors. Provided, however, meetings relating in any way or to the business or operation of the public school must be open to the public and publicized or advertised as required by law.

Section 6. Quorum and Voting. The presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. Except as otherwise provided by law, the Corporation's Articles of Incorporation, or this Code of Regulations, a vote of a simple majority of the Directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors. Since the Corporation is a public school, the Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote, as required by law.

Section 7. Notice and Waiver. Any notice required to be given by this Code of Regulations shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice made by personal delivery, telegram, telecopy or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when deposited in the mail or with the courier service. Unless waived in writing, notice of each annual meeting communicating the day, hour, and place shall be given to each Director by the Secretary of the Corporation not more than sixty (60) nor less than three (3) days before any such meeting. Unless waived in writing, notice of each special meeting communicating the day, hour, place and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days or less than twenty-four (24) hours before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice for that meeting. Nothing in this Section 7 shall alter, however, the duty of the Corporation to provide notice to the public of meetings, as required by law.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or all of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided, however, that all actions are taken at open and public meetings and action by written consent shall not be allowed.

Section 9. Committees of Directors. The Board of Directors may create an Executive Committee and such other committee or committees as the Directors may determine, the members of which committee or committees shall consist of not less than one (1) Director unless Ohio law allows otherwise in the future. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall only be a recommendation to the Board of Directors with respect to such matter. Notwithstanding anything to the contrary in this Section 9, however, no committee nor any group of Directors, which consist of a majority of the Board of Directors, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special meeting and, only the actions of the Board of Directors shall be valid and binding.

Section 10. Other Advisory Councils. The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations or advisory councils which are not part of the Board of Directors, such as parent associations.

Section 11. Removal of Directors. Any Director may be removed, with or without cause, at any time by the majority vote of the Directors of the Corporation.

Section 12. Resignations and Vacancies. A vacancy in the office of a director occurs if a director dies or resigns, which resignation is deemed to be effective immediately unless the resigning director otherwise specifies. Vacancies in the Board of Directors shall be filled in accordance with Section 4 of this Article III.

Section 13. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law, and also in accordance with the Corporation's Charter Contract. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles of Incorporation and the Code of Regulations of the Corporation, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

Section 14. Honorary Directors. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title Honorary Director, at the discretion of the Board, by a majority vote of the entire Board. Honorary Directors are not voting members of the Board and are permitted but not required to



attend meetings. The Board of Directors may remove an Honorary Director at any time, with or without cause, by a majority vote of the entire Board.

#### ARTICLE IV OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a Chairperson, Vice Chairperson, Secretary and Treasurer, and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. With the exception of the office of Chairperson, an individual may simultaneously hold two offices. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal.

Section 2. Vacancies. A vacancy in any office because of death, resignation or removal of an officer shall be filled by the Board of Directors for the unexpired term of such office.

Section 3. Resignation or Removal of Officers. An officer of the Corporation may resign at any time by tendering his or her resignation in writing to the Board of Directors and such resignation shall become effective immediately upon its delivery to the Board. An officer of the Corporation may be suspended or removed at any time, with or without cause, by the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create employment or other contractual rights.

Section 4. Chairperson. The Chairperson shall preside at all meetings of the Board and shall coordinate the activities directed by the Board of Directors and shall oversee the administration of the Corporation in all its activities subject to the policies and goals established by the Board of Directors.

Section 5. Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson when the Chairperson is absent, and all other duties as may be assigned by the Board of Directors or the Chairperson.

Section 6. Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for matters concerning the public school, and shall keep a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors or the Chairperson. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Secretary's responsibilities or parts thereof, may be contracted for by the Directors.

Section 7. Treasurer. The Treasurer shall act as the fiscal officer of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation, and shall perform other duties as may be required by the Board of Directors or the Chairperson. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and

disburse funds as directed by the Board of Directors, maintaining records thereof. The Treasurer shall maintain appropriate books of account and supporting records and shall prepare and file all returns and related reports required by federal and state statutes and regulations and by the Board of Directors. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Treasurer's responsibilities or parts thereof, may be contracted for by the Directors. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.

## ARTICLE V INDEMNIFICATION

Indemnification of Directors, Officers, Employees and Agents. Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation, or a Director member of the Governing Board of the school, and such person's heirs, executors and administrators, shall be indemnified by the Corporation, both during and after their association with the Corporation terminates, for those acts or omissions concerning the Corporation, in accordance with and to the full extent permitted by the Nonprofit Corporation Law (Ohio Revised Code Chapter 1702) as in effect at the time of the adoption of these Regulations or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights of indemnification to which any Director, officer, employee, agent or other person may be entitled, in any capacity, as a matter of law or under any regulation, agreement, vote of Directors, or otherwise. As authorized by the Board of Directors, the Corporation may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Regulations or as amended from time to time thereafter.

## ARTICLE VI CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Ohio law and, while operating as a public Ohio community school specifically subject to the limitations and restrictions imposed on public officers, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested, whether such Director is a member of the Governing Board of the school or not, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors nevertheless, authorize, approve or ratify such contract or transaction by a vote of a majority of the Directors present. Unless Ohio law otherwise prohibits or permits, the interested Director may be counted in determining whether a quorum is present, but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable.

ARTICLE VII  
BOOK AND RECORDS

The Corporation shall keep correct and complete books, records and minutes of the Board of Directors' meetings and, during the time when the Corporation is functioning as a public school, such books and records shall be public records. The Secretary of the Corporation shall keep an accurate list of the names and addresses of the Board of Directors.

ARTICLE VIII  
AMENDMENTS

The Code of Regulations shall be adopted and, from time to time, amended by majority vote of the entire Board of Directors.

AMENDMENT FIRST  
DISTRIBUTION OF ASSETS UPON DISSOLUTION

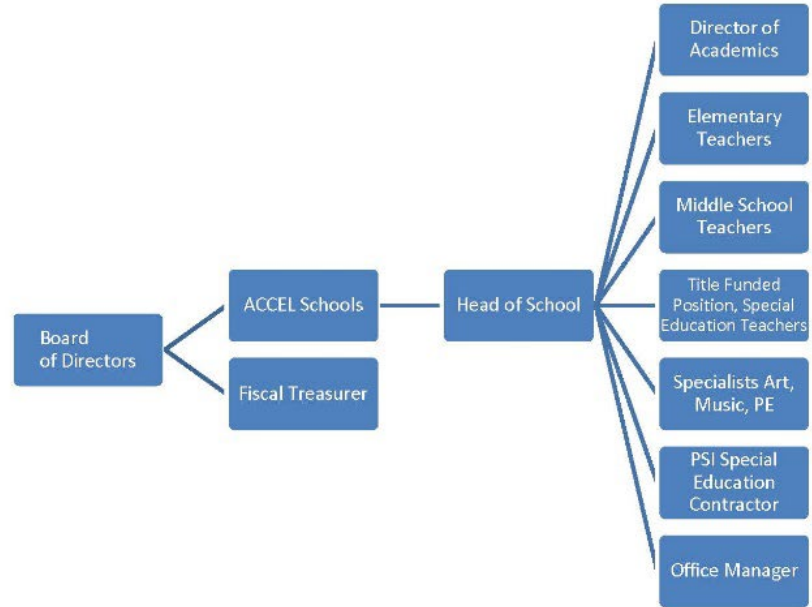
Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, and/or in a manner with the provisions set forth in section 3314.074 of the Ohio Revised Code. Any assets not so disposed shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is located. Disposal shall be made exclusively for exempt or public purposes, or be made to such organization or organizations as the court shall determine to be organized exclusively for such purposes.

# Attachment 5



## ORGANIZATIONAL CHART

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# Attachment 6

# 2022-2023 Renewal School Application

## Attachment 3

### Education Plan Template

Please refer to the information below when completing the Education Plan sections. Each section provides guidance and identifies requested information relative to each application/question content area. The Education Plan should be no more than twenty-five (25) 8 ½ x 11" pages with one inch (1") margins and font no smaller than size 10.

#### EDUCATION PROGRAM, PHILOSOPHY, AND CURRICULUM

<b>Education Philosophy</b>
State the educational philosophy that encompasses the vision, values and purpose for which the proposed school is being founded. Provide a statement including how the philosophy will be communicated to teachers, families, students, staff, the community and stakeholders.
Statement: The School will communicate the philosophy via parent meetings, professional development days and Board meetings.
Core beliefs and values (which align with the school's mission and philosophy): At Bridges Preparatory Academy, every scholar is supported on their journey to mastering the material and growing academically, socially and emotionally.
Describe the length of the school year and day (include other areas of school design): School is in session for 180 days and includes 7 hours a day.

<b>Educational Programming</b>
Describe the schools educational programming and the instructional materials that will be used to implement the curriculum.
Statement: The School will implement Ohio Learning Standards and will also use Success for All, and AMP/I-ready for diagnostics. See attached for additional curriculum information.
Describe how the education program will serve the diverse needs of the individual students (provide evidence and explicit research citations or other data that was reviewed by the school in selecting the educational program (this research and data should include information related to how the program and practices will result in improved student outcomes, high academic achievement and the attainment of knowledge, skills and experiences that ensure college and career readiness): See attached.
Provide data to show that the education program demonstrates an understanding of the school's special education obligations: See attached supplemental materials at page 9 to demonstrate that the School received a <b>Meets Requirements</b> as the 2021 Special Education Rating. This was an improvement over the 2020 Special Education Rating of <b>Needs Assistance (Year 1)</b> .
Describe the methods, service, and staffing the school will employ to provide a free, appropriate public education (FAPE) to all students with special needs:

The School currently contracts with Rachel Hummel-Sass, Psy.D., LLC for the provision of special education services. The Operator is also working to identify additional staffing to assist in supervision.
Outline how the school will roll out the Response to Intervention (RTI), its capacity to implement such efforts, and the specific methods to monitor progress: See attached explanation page 3-4.
Describe the process the school will use to annually evaluate, review and revise the education program and make adjustments based on the student population: The School will review data provided by I-ready, mock assessments, biweekly assessments and State assessments to identify weaknesses in curriculum and find appropriate resources or supplemental materials to fill the gaps.
Outline any supplemental services, non-classroom learning, and after school programs that will enhance the educational environment: The School currently partners with the Seneca Mentor Youth Links SchoolPals Program and continues to look for additional programs but faces challenges presented by COVID.

<b>Curriculum and Instruction</b>
Community schools have the unique ability to select the curriculum models that best reflect the mission and educational philosophy of the school and best serve the needs of the student population. The school curriculum ensures students are college and career ready. The curriculum should reflect a rigorous academic program. Proposed schools should align their curriculum with Ohio's Learning Standards, which are available at <a href="http://education.ohio.gov/Topics/Learning-in-Ohio">http://education.ohio.gov/Topics/Learning-in-Ohio</a> .
Detail the high-quality content-focused learner centered curriculum (and outline if the school uses the Ohio Model Curriculum): The School uses the Ohio Model Curriculum.
How will the school develop curriculum maps and pacing guides: See attached supplemental response at page 2-3.
Outline evidence of alignment of the curriculum model to the Ohio Learning Standards: The School uses the Ohio Model Curriculum and follows Ohio's Learning Standards.
Describe the primary instructional delivery methods, strategies and techniques the school will use: See attached for additional information.
Provide evidence of the research based practices per ESSA for these delivery methods: See attached for additional information.

<b>Assessments</b>
Provide an overview of what assessments the proposed school will employ and how these assessments will drive discussions: See attachment.



Outline how the academic calendar will meet all Ohio required assessments (including testing windows): The testing calendar is included in the attachment.
Describe the school's standards for promoting students to the next grade, achievement level or grouping level in alignment with the educational program: The School Administrator, in consultation with teachers and counselors, will review the student's progress towards meeting criteria required for promotion to the next grade level. Decisions to promote or retain students shall keep the best interest of the child in mind. If, in the judgment of the teacher and School Administrator, a student is prepared, given the student's demonstration of knowledge and skills to participate successfully in the next higher grade, then the child should be promoted.

### **KEY ACADEMIC AND NON-ACADEMIC GOALS & FAMILY ENGAGEMENT**

**All OSS sponsored schools will adopt the following goals as required by the Office of School Sponsorship.**

### **OSS Community School Contract 2022-2023 REQUIRED GOALS**

#### **Kindergarten – 8<sup>th</sup> Grade**

**S.M.A.R.T Goals** — *The school will track the academic progress of 100% of students using standards-based report cards, performance assessments, and universal screening tools during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction within the general education classroom. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area(s) of weakness.*

#### **K-8 reading**

- a. 80% of students, who have attended the school for one or more years, will achieve “on track” or “proficient” on required AIR Reading assessment by the end of the contract.
- b. 80% of students will annually meet or exceed projected growth as identified on the reading assessment named in the sponsor contract.
- c. The gap in reading between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term the contract.

#### **K-8 math**

- a. 80% of students who have attended the school for one or more years, will achieve “on track” or “proficient” in math on required AIR tests by the end of the contract
- b. 80% of students will annually meet or exceed student projected growth as indicated on the math assessment named in the sponsor contract.
- c. The gap in math between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term of the contract.

## **K — 3 Early Literacy per Ohio Accountability**

**S.M.A.R.T Goal** — *The school will administer an approved reading diagnostic assessment to all K — 3 students prior to September 30th to identify students who are on-track or not-on-track in their reading skills. Those students who are identified as not-on-track will receive a Reading Improvement and Monitoring Plan within 60 days of the assessment. The plan will identify the student's specific reading deficiencies and will describe additional services and supports that the student will receive. The Reading Improvement and Monitoring plan will be monitored on a monthly basis by the teachers with 70% of students meeting “on track” or “proficient” by end of year assessment.*

- a. 70% of students requiring a reading improvement and monitoring plan will meet “on track” or “proficient” on the end of year assessment.

## **9<sup>th</sup> – 12<sup>th</sup> Grades High Schools/DOPRs – Graduation Progress**

**S.M.A.R.T Goals** — *The school will track the academic progress of 100% of students by monitoring Student Success Plans and progress made toward graduation pathways. Review of data to be included will be coursework completed as aligned with state standards, performance assessment results, and progress made toward individual graduation pathways during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area of weakness*

*All students will have completed a Student Success Plan with a detailed description of coursework, required assessments, and trainings needed to meet graduation requirements for their chosen pathway to graduation. For schools using an adaptive learning management program, annual goals for academic achievement shall be identified in the Student Success Plan, along with an intervention plan outlining steps taken to keep students on track to graduate.*

- a. 80% of students will annually complete required courses as aligned with their Student Success Plans.
- b. 80% of students will achieve annual goals as identified in their Student Success Plans.
- c. Over the term of contract, 80% of students will graduate with a career credential or military or college preparedness as aligned to their chosen pathway to graduation stated in their Student Success Plan.

## **Kindergarten – 12<sup>th</sup> Grade – Non-Academic Goals**

### **S.M.A.R.T Goal - Family Engagement**

*The school will provide parents with the opportunity to attend at least one informational session during each school year, including but not limited to the school's academic plan information night, PBIS processes, literacy or math focused student centered “knowledge” night, or school events where parents receive information and guidance on student academic success. The school will survey parents to monitor attendance and gauge interest and involvement.*

- a. K-12 – The school will offer a minimum of two academic informational nights annually and will monitor family attendance and involvement by receiving 75% of survey responses identifying attendance or positive reactions in response to the opportunity to learn more about academic performance of the school and their student.

**S.M.A.R.T Goal - Operational/Academic Professional Development**

*Consistency is the key to success at any educational institution. To this end, the school will ensure that the operational and academic procedures and processes are reviewed annually by educators, staff and leadership. This includes but is not limited to training on staff and family handbooks, policy and procedure manuals, and educational content and instructional professional development.*

*In addition to school operations training for all staff, the school will provide professional development to all core content teachers and teacher aides to support the implementation of the school's education plan including, but not limited to the following evidence-based instructional practices: balanced literacy, writer's workshop (Pre K-6), content and disciplinary literacy (7-12), writing across the curriculum (7-12), critical thinking (Pre K-12) and mathematical thinking (Pre K-12).*

- a. 100% of the school's core content instructors will receive six (6) hours of professional development on evidence-based instructional strategies relating to the school's educational model.

Acknowledged and agreed:

Governing Authority

Signature: \_\_\_\_\_

Print Name: Erica Nye, Board President

Date: \_\_\_\_\_

## **BRIDGES PREPARATORY ACADEMY ADDITIONAL EDUCATION PLAN INFORMATION**

### **Vision**

The Vision of Bridges Preparatory Academy is to provide students with the educational foundation necessary to succeed beyond our doors and throughout their educational journey.

### **Mission**

The Mission of Bridges Preparatory Academy is to create lifelong learners through high-quality primary education and social skills development.

### **Guiding Principles for Faculty & Staff (SOAR):**

S- Service: We take pride in serving our students as educational leaders

O- Opportunity: Creating opportunity for our students and our school to further success for all

A- Accountability: We make responsible decisions that drive success and effective results

R- Respect: We engage in respectful dialog and action that encourages meaningful professional practice

### **Guiding Principles for Students (EAGLE):**

E- Excited to Learn

A- Paying attention

G- Giving it my all

L- Leading by Example

E- Everyone is Equal

### **Overview**

The Head of School and Director of Academics will work with the teachers to develop the curriculum maps and pacing guides for Bridges Preparatory Academy. Although the teachers and administrators will use the Ohio State standards as a curriculum map and the pacing guide will essentially be the data. Teachers will practice the 4 R's when pacing their class. Should the majority of the class struggle with the assessed standard in any given 1-2 week period, teachers are expected to **Reteach** the standard until the students reach mastery status. Teachers are expected to **Redo** their short cycle assessments in case they were poorly done, but all short cycle assessments will be reviewed and approved by the Executive Vice President and Chief Academic Officer, Dr. Chad Carr. If 5-6 students struggle with the assessment, those students are the students who need **Remediation**. Finally, 1-2 students who consistently struggle with the standard assessments, those students will be considered for **Retention**. Students who have mastered the standard will receive enrichment projects to further their understanding of the concept. However, the classes will be geared to the upper 20% of the class and the students who



need extra help with a standard will be remediated with Title 1 help during school, after school and during Saturday school while students who have mastered the standard will move forward to the next standard to not slow down their learning process.

### **Curriculum Resources**

The resources from Houghton Mifflin Harcourt (HMH) for Reading, Mathematics, Social Studies and Sciences provide a starting point for the development of both documents. The academic model will work with various curriculums, however, should the school not be able to purchase a curriculum, the model will work by deconstructing standards and focusing on the skills needed to make students successful on the OST. To ensure there are no additional gaps, our team will work together to create curriculum maps for every core subject and grade level. The pacing guides will be developed to provide a timeline for moving through the curriculum. The driving force in the curriculum mapping process was the review of the ODE Model Curriculum. We will continue to review these the curriculum to ensure the OLS are accurately met. Vertical and Horizontal alignment will happen often. Two hours is set aside each day in the 10 days prior to the start of school during pre-service as well as the 5 professional development days during the academic school year. ACCEL will lead the professional development and bring in expert trainers from I-Ready, AMP and Houghton Mifflin. Teachers will be given time to align horizontally with other teachers of the same grade level to discuss standards, curriculum, methods and pedagogy as well as students and their academic performance and strategies to remediate and enrich them. Teachers will also have time to meet vertically. Teachers will meet with teachers from grade levels prior and aft of their respective grade levels. For example, a second grade teacher will have time to meet with first grade teachers to discuss skills that are lacking when students come to second grade and they can advise the first grade teachers what skills to work on before the students come to second grade. Conversely, second grade teachers will meet with third grade teachers to hear what they can do a better job of with their students to prepare them for third grade as well as the 3<sup>rd</sup> grade AIR reading test.

The Houghton Mifflin curriculum will be provided to the school as a resource, but teachers are encouraged to research the best curriculum resources to address the standards. The educational method that will be used at this school will be the Blitz <sup>™</sup> data tracking method. Teachers will address the standard using whatever the best source available to teach the standard. Then the teacher will assess whatever the standards that were taught in a 1 or 2 week period. The results of that assessment will dictate whether the teacher can move on to the next standard or if they need to reteach. Should the teacher need to reteach the standard, the principal, director of academics and Chief Academic officer will advise the teacher and may ask the teacher to use the standard HM curriculum. Teachers will have the ability to use best practice to address the standards whether it be from software, internet or other sources.

### **Curriculum Maps and Pacing Guides**

A curriculum map provides a guide to ensure instruction covers the standards and meets the needs of ALL learners. A curriculum map documents the relationship between every component of the curriculum and allows teachers to check for gaps and redundancies. It is a process for collecting and recording curriculum-related data that identifies core skills and content taught,

processes employed, and assessments used for each subject area and grade level. All School Curriculum Maps and Pacing Guides will be continuously updated.

To address the needs of all children, the curriculum maps will be used by the general education and special education teachers to map accommodations for students who have IEP's or require accelerated instruction. Teachers will have the option to look at curriculum maps from the grades above and below to map the accommodations for each child. Teachers will receive training on how to adjust the general education curriculum map to meet the needs of each student. Special Education students will be identified and tested with the RTI process. The special education population will have an individualized education plan created just for them that will alter the pace and amount of curriculum in comparison with the regular education students depending on their educational needs.

Curriculum maps in ELA and Mathematics will be created using the model curriculum and maps from HMH Journeys and HMH Go Math. Ultimately, the curriculum maps will be created from the Ohio State Standards. Professional development will be provided on deconstructing standards to help guide the instruction of teachers for each individual student. Data walls will be visible for students, teachers, and parents to confidentially track each students' progress. Curriculum maps in Mathematics were research-based and created by HMH Go Math. We will follow the curriculum maps and pacing for this content. We will conduct a gap analysis to ensure the curriculum maps are accurate and fill any gaps with supplemental materials.

Curriculum maps in Science and Social Studies will be developed using:

- ODE Model Curriculum and Ohio Learning Standards
- A publisher's planning/pacing guide, which may include suggestions for pacing instruction.
- Assessment schedules
- Teacher expertise in grade level and content

The major difference between curriculum maps and pacing guides is that curriculum maps are what will be taught during the current school year, while pacing guides are when and for how long content will be taught.

Pacing guides are like timelines showing what each teacher cover over the course of a year. Each subject area follows a logical sequence within a grade level and between grade levels. The pacing guides will sequence the Ohio Learning Standards in a logical and progressive manner. The pacing guides will outline what is to be taught, when it is to be taught and for how long it is to be taught. The pacing guides will outline the scope – the set of topics that will be studied. The scope is the breadth and depth of the course content. The pacing and academic results of each class are closely monitored by the school principal, director of academic and the Chief Academic Officer. Each short cycle assessment is sent to the Chief Academic Officer for accuracy with the AIR test and the Chief Academic Officer will personally check the data walls and results of the short cycle assessments every two weeks. We will have the following goals for our pacing guides:

- To guide teachers to understand what, when, and for how long they are going to teach the standards. We will encourage different teaching styles, but want to ensure the standards, assessments, and basic content are taught in a way that will allow our teachers

to examine data and make informed decisions to increase student outcomes. However, teachers will use data from personally made assessments that follow the same parameters of construction as does the AIR test as well as other state assessments.

- To allot more time for more in-depth standards. To determine which standards may need more time, we reviewed the OLS looking for difficult standards, standards with multiple layers or sub-standards.
- To involve teachers in the development and review of the pacing guides. Pacing guides will be reviewed during Professional Development meetings during summer, weekly grade level meetings, and professional development days in correlation with data review to inform decision making and adjust pacing, breadth and depth.

Curriculum maps and pacing guides for Art, Music, and PE will be created by the specialists. Each special class will be dependent on the enrollment status of the school. For every 100 students enrolled, a new special class will be created. When possible, the specialists will work collaboratively with other ACCEL teachers in the same subject area to develop curriculum maps and pacing guides. For curriculum mapping, the specialists will go through the process of collecting and recording curriculum-related data that identifies core skills and content taught, processes employed, and assessments used for the subject area (Art, Music, PE) and grade level. The completed curriculum map will then become a tool that helps teachers keep track of what has been taught and plan what will be taught. The pacing guide will be developed in order to help plan the year to enable the teachers to cover necessary material.

All classrooms will be equipped with the necessary supplies and equipment to meet the needs of our students. Upon opening each classroom will be equipped with HMH curriculum, access to school-wide assessments, White Boards, and Chromebooks. We will work with FIT technology to ensure each classroom has access to the internet and Whiteboards will be added to each classroom as funds are available. All specialists will have the needed supplies and materials to provide standards-based instruction. Bridges Prep will also use I- Ready, Study Island, IXL, and Brain Pop. Chromebooks will not only be used for state testing but each week teachers will assign tasks and goals for students on an individual basis. Students will also have “stretch goals” where they can accomplish tasks on their own time.

### **School implementation of RTI**

The School will implement a research-based Response to Intervention (RTI) framework and will establish a school based RTI team to ensure that students needing Tier 2 and Tier 3 services receive the research-based interventions that will allow them to accelerate their learning. The School Principal will lead the RTI framework and serve as the leader for RTI. Starting with the RTI process in the general classroom, the School’s 3-tiered system utilizes multiple measures including, but not limited to, teacher observation, results from Ohio’s State Tests (OCBA, KRA, OELPA), normative testing I Ready, report cards/progress reports, classroom assessments, incident reports, behavior logs, suspension records, and anecdotal records. The results of these assessments are used to identify students that are “at risk” and demonstrate a struggle in performing proficiently with grade level material and skills. For those students that are identified as “at risk” in the general education population, the students may be referred to the Intervention Assistance Team (IAT) to engage in the RTI process.

In the future, the change process for instructional resources and materials will continue to be data driven. It is not uncommon for a school to purchase an instructional resource only to determine there are gaps in the alignment to the State Standards. Based on the curriculum mapping process, we will determine any gaps and evaluate resources needed to fill these gaps including both text and online options. Should student data or teacher feedback determine a curriculum resource is needed, we will go to the Board for approval. Rather than set a review schedule (I.e. every five years), we will review our resources annually as part of our school-wide needs assessment. As part of the needs assessment we will gather feedback from all stakeholders including teachers, parents, administrators, and when appropriate the students.

### **Assessments**

Various assessments will be used to measure each student's progress toward the school's scholastic goals and to monitor whether a particular methodology is working.

- I -Ready is a nationally-normed assessment that is aligned to Ohio Learning Standards, and will be given to all students who are in grade KG through grade six to assess reading and mathematics. This assessment will provide teachers with a set of baseline data to inform instruction. The students will be tested twelve weeks later and then again in the spring to provide teachers and parents with a roadmap to instruction that identifies student gaps in learning and need for intervention as well as areas in which students can be accelerated. For each of the students, using a comparison of the fall versus spring results, an in-year growth measure can be determined based on whether he/she met or exceeded his/her statistical expectancy in reading and mathematics. This information will be vital to the school leadership as they develop professional development plans, make programmatic changes, and plan for school growth. The test is aligned to Ohio standards and will be a valuable tool as teachers assist students on their journey to standards attainment and proficiency on state assessments. I - Ready assessments will be used in all grades in core content areas 3x per year.

The I - Ready assessment will be taken three times a year for students in kindergarten through grade six. The results from this exam determine the growth that is taking place in reading and mathematics over the course of the school year. The goal is for 80% of students to reach their annual target, resulting in at least 1.25 years of grade level growth during the current academic school year. Teachers use the assessment data that is aligned to the Ohio Learning Standards to monitor growth, establish flexible grouping, and implement research based interventions. I - Ready will assess student growth in reading, mathematics, and science. I - Ready results will be tracked as part of the OIP. Quarterly evaluations of I - Ready results will be discussed by the CSLT and shared with the Board of Directors. The results along with other data collected through the OIP process will drive instruction and determine if instructional strategies are effective when delivered with fidelity. The CSLT will use the results to determine the professional development needed for our teachers and if the materials we are using are effective.



## **Ohio State Assessment:**

The Academy will participate in all state required assessments for applicable grade levels in assessing core subjects. The individualized and school-wide results will encompass 50% of teachers and principals Student Growth Measures (OTES, OPES).

- KRA: Kindergarten Readiness Assessment: This assessment includes ways for teachers to measure a child's school readiness. Ohio's Early Learning and Development Standards (birth to kindergarten entry) are the basis for the new assessment. It has six components: social skills (including social and emotional development, and approaches toward learning), mathematics, science, social studies, language and literacy, and physical well-being and motor development. All kindergarten children will take the assessment.
- Diagnostic Assessments: The primary purpose of Ohio's diagnostic assessments, which are aligned to Ohio's academic standards, is to provide a tool for teachers in checking the progress of students toward meeting grade-level indicators.

The language and literacy portion of the new kindergarten readiness assessment will meet the reading diagnostic assessment requirement of the Third Grade Reading Guarantee. To meet the diagnostic requirement, teachers must complete at least the Language and Literacy portion no later than Sept. 30. Diagnostic Assessments in reading, writing, and mathematics are administered to all K-2 transferred students and writing for Grade 3 transferred students if each applicable Diagnostic Assessment was not administered in the student's previous district or school.

All of the assessment results will be closely analyzed by the student's teacher to determine where (what academic areas and subsections of those areas) a child is succeeding academically and where that child needs further education or remediation. Furthermore, the test results will be catalogued in a database so that each parent, student and teacher can instantaneously have up-to-date access to all testing results for the student. By providing all stakeholders with this test data, formative assessment will become a natural exercise allowing the entire team to become invested in the process and providing a springboard for instruction. In addition to the analysis of individual student results, the school administration will analyze school-wide trends to identify gaps in overall student learning. The academic program may require adjustments in the area of curriculum or professional development if the data points to these areas. Teachers will be trained to use the data to individualize instruction, set goals and facilitate parent involvement.

## **Local Assessments:**

All curricula being implemented have assessment provisions embedded as part of their programs. These on-going assessments will inform instruction so that teachers are able to assess the extent of student learning and the success of their teaching. Adding yet more information to this base of knowledge about student performance, will be teacher-created short cycle assessments or scrimmages™ providing formative assessment feedback. All of these assessments will ensure that teachers have the necessary data to determine student growth and plot the course to the mastery of standards.

Bridges Academy will implement the Blitz. The Blitz™ - Measurement driven instruction method is based on short-cycle assessments or scrimmages which pairs specific standards with teacher created short assessments or "scrimmages." The teacher takes the most critical objectives of the standards and creates four multiple choice questions, one extended response and one essay question. The results of the assessments are then placed in a data tracker for analysis. Teachers use this type of assessment for everything in their classrooms. In fact, what curriculum the teacher uses to address and teach the standards does not matter, however the Ohio State Standards are the basis for each of these assessments. The teachers use the Blitz - scrimmages to pace their classes and to determine when they should move on to the next standard. This method also dictates student mastery and tells teachers when students need differentiation on the subject. Similarly, students will become better test takers once the teacher models what the grader of the state tests are looking for.

The Principal, Teachers, and Instructional Coach will create a testing schedule to ensure a positive and productive environment, which meets all policies regarding state and short cycle assessment testing. Students will be taking scrimmages or short cycle assessments on 8/24, 9/7, 9/21, 10/5, 10/19, 11/2, 11/9, 11/16, 11/30, 12/7, 12/14, 1/11, 1/25, 2/1, 2/15, 3/1, 3/8, 3/15, 3/22 and a post-test 3/29 for a total of 20 short cycle assessments coupled with 1 mock assessment each month (8) before official state testing begins.

Each teacher will be assigned a Data Tracker to track each standard. Teachers will create assessments based on the standards they have taught within a two-week (or one week – depending on the time of year) time period. Teachers will collect data from 18-24 short cycle assessments which tracks each individual multiple choice, extended response and essay question that is given within the year. Teachers will review the data monthly at professional development meetings with the Head of School, Curriculum Director and the Executive Vice President from ACCEL. Teachers will then review any weak areas with students prior to state testing.

This method will be the main source of data for teachers and administrators. A data wall will be placed outside of each individual classroom where teachers, administrators, students, parents and visitors (authorizers) can see how each individual student is performing, their academic rank and the overall classroom performance index. Students and parents will always be informed of where their performance is for each short cycle assessment. The administrator has a quick glance at who is at a proficient level and who is behind grade level. Administrators can address students who are struggling and have conversations with parents. This also will help in the RTI process.

The data from these short cycle assessments will be used by teachers and administrators to find the gaps in student mastery. Teachers will review the data and find the standards where students struggled during the year. Teachers will create a post test in March to determine what standards the students are still struggling with. Teachers will use these results to create review games that students will compete in that are completely based on their data results. Teachers will use these review games to strengthen the student's

skill with those standards before the state test begins. Students who have typically struggled with these standards excel in the competitive environment.

**Mock Assessments:** Students will take a mock or practice test once a month beginning in August and ending with the post-test in March. These tests are always scheduled for the middle of the week in the middle of the month. The director of academics and teachers will get these tests from Ohio released AIR questions, triumph learning practice tests, Buckle Down/Measuring Up practice tests and released items from other states who use the AIR assessment. (Arizona, Conn., Delaware, Florida, Hawaii, Idaho, N.H., North Dakota, Oregon, South Dakota, Utah, Vermont, Washington, West Virginia). Although teachers will be learning the test construction parameters used by all testing companies. Bridges Academy staff will be trained by the Chief Academic Officer on how to construct those assessments and they will become better test takers, modelers and graders causing the students to become better test takers. The mock assessment will be a local tool that will track student growth throughout the year as well as student fatigue levels on the test. Each short cycle is designed to take no more than 30 minutes per assessment. Typically schools give chapter or unit tests which take an hour. If schools give 4 tests (1 per subject) every two weeks, that is 4 hours of testing. With the Blitz model, students will only be testing 2 hours every two weeks (4 subjects – 30 minutes per). The mock test is just one day a month to orient students to the testing format, language and length and does not count as a student grade. The mock test is just a monthly checkpoint to monitor student growth.

### **Instructional Practices**

The primary evidence-based instructional strategies that will be employed to provide daily standards-based instruction in our school are the gradual release of responsibility, small group differentiation, creating a culture of learning, and integrating a comprehensive phonemic awareness and word study/phonics program, and extended ELA time.

#### **Gradual Release of Responsibility:**

The strategy for the Gradual Release model of instruction is proven to develop higher order thinking skills to close the achievement gap and move scholars to proficiency. Starting with the 'I Do' section, wherein the educator is introducing and modeling a new concept, such as a reading comprehension strategy or blending phonemes, scholars are given this time to intake and process information. The 'We Do' section is where guided instruction and collaboration between the educator and the scholars takes place. This section is also when the educator gives a check for understanding that ensures scholars are ready to move on to independent practice and/or small group instruction. The last piece to this model is the 'You Do' section, which allows students to become stakeholders in their own learning. During this final component, scholars in our school begin their small group instruction and/or rotations for learning. The 'You Do' section is used for the small group instructional method, with rotations for learning. The best practice of small group instruction, which has proven to close the achievement gap as it intensifies scholar's opportunities to practice, respond, and obtain feedback, will happen daily. It is in this small group instruction that data-driven instruction is strengthened and gives way to the opportunity for scholars to boost their learning development in a more personalized format. All strategies and techniques for learning

are also reinforced in a deeper regard as scholars can internalize learning at a higher pace with the more personalized opportunity for practice, response, and feedback regardless of developmental delays, disabilities, academic gaps, and limited language proficiency.

Research presented as evidence of strategy targeted for our scholars: Every Student Succeeds Act (ESSA)

Tier 1:

- Teaching Elementary School Scholars to Be Effective Writers Practice Guide Summary Fisher, D., "Effective Use of the Gradual Release of Responsibility Model." Macmillan McGraw-Hill. 2008
- Fisher, D. and N. Frey, "Implementing a Schoolwide Literacy Framework: Improving Achievement in an Urban Elementary School," *The Reading Educator*, 61, 2007, pp. 32-45
- Lloyd, S. L., "Using Comprehension Strategies as a Springboard for Scholar Talk," *Journal of Adolescent and Adult Literacy*, 48, 2004, pp. 114-124
- Kong, A. and P. D. Pearson, "The Road to Participation: The Construction of a Literacy Practice in a Learning Community of Linguistically Diverse Learners," *Research in the Teaching of English*, 38, 2003, pp. 85- 124

#### Small Group Differentiated Instruction:

The Center for Development and Learning suggests that 30 years of research supports Small Group Differentiated Instruction is a proven method to increase scholar outcomes. Differentiated Instruction is the ability to match instruction to meet the different needs of learners in each classroom regardless of developmental delays, disabilities, academic gaps, and limited language proficiency. The range of instructional need in our classrooms is large, and to meet the different needs of learners in each classroom, educators need to plan for Small Group, Differentiated Instruction (Florida Center for Reading Research). The School utilizes Small Group Differentiated Instruction in all content areas, not only reading. Our Academic Framework suggests educators utilize the Gradual Release Model of Responsibility in whole group instruction, and then use informal assessments, data from other assessments, and flexible grouping to choose small group participants. Educators will use this sacred time to allow students to track and monitor their own growth.

Research presented as evidence of strategy targeted for our scholars: ESSA Tier 1:

- Doing What Works: Using Data to Differentiate Instruction (December 2009).
- Foorman, Barbara R.; Torgesen, Joseph, "Critical Elements of Classroom and Small-Group Instruction Promote Reading Success in All Children." *Learning Disabilities: Research & Practice*, v16 n4, 2001, pp. 203-212 (Attachment #2, pg. 74)
- Foorman, B. R., Francis, D. J., Fletcher, J. M., Schatschneider, C., & Mehta, P. "The role of instruction in learning to read: Preventing reading failure in at-risk children." *Journal of Educational Psychology*, 90, 1998, pp. 37-55 (Attachment #2, pg. 84)

#### Creating a Culture of Learning:

According to Doug Lemov in *Teach Like A Champion 2.0*, A Culture of Error recommends that educators establish an environment where in scholars feel safe making errors; even further, that scholars are compelled to discuss mistakes and enthusiastically search for solutions. Scholars are comfortable with the idea that they will make mistakes as they learn to solve complex problems and respond not with defensiveness but openness. Educators honor and praise this process saying things like "I'm so glad you made that mistake; it's going to help me to help you." Once errors are comfortably exposed, educator and scholars study them to learn from them - Why did so many of us not understand what Orwell meant in the passage? The benefits are not just feel-good. If the primary job of the educator is to recognize the

difference between “I taught it” and “they learned it,” that difference is ten times harder to recognize and fix if scholars try to hide their mistakes. Efficient learning requires comfort with mistakes for any scholar, regardless of developmental delays, disabilities, academic gaps, and limited language proficiency. The REL study in Clark County suggests that disadvantage scholars, which can include students on Reading most often shared a fix mindset that correlated to a lack in proficiency. By creating a growth mindset and culture of error, scholars on will benefit from a change in mindset and growth and pave the way to achievement. The school will work hard to foster a growth mindset and culture of learning to assist scholars to succeed.

Research presented as evidence of strategy targeted for our scholars: ESSA Tier 1:

- The primary source of research is the book “Mindset: The New Psychology of Success” by Carol Dweck. While the book has not been attached, a research study from 2007 in which Ms. Dweck was a contributor is attached, as well as a 2015 article by Ms. Dweck in which she discusses the ongoing research being conducted regarding her strategies.
- Growth mindset, performance avoidance, and academic behaviors in Clark County School District (April 2017)
- Blackwell, S., Trzesniewskim K., Dweck, C. “Implicit Theories of Intelligence Predict Achievement Across an Adolescent Transition: A Longitudinal Study and an Intervention” Child Development, January/February 2007, Volume 78, Number 1, pp. 246 – 263 (Attachment #2, pg. 103).
- Dweck, C., “Growth Mindset, Revisited” Ed Week, Vol. 35, Issue 05, 2015, pp. 20, 24 (Attachment #2, pg. 121).

#### Integrating a Comprehensive Phonemic Awareness and Word Study/Phonics program:

Implementing a systematic program in foundational skills provides scholars access to necessary skills such as reading, spelling, phonemic awareness, phonics and word study, high frequency word accuracy, fluency, vocabulary, handwriting, and comprehension. The scholar proficiency rates reviewed indicate a large instructional gap that will be filled by implementing a comprehensive program. The power of a program that is structured, systematic, cumulative, and explicit will increase the scholar’s mastery of learning. In addition, the program will link to the other innovative strategies such as Gradual Release of Responsibility. A program such as this will also support the school's multi-tiered system of support model by providing scientifically based Tier 1 reading instruction, as well as intervention resources for all scholars, regardless of developmental delays, disabilities, academic gaps, and limited language proficiency.

Research presented as evidence of strategy targeted for our scholars: ESSA Tier 1:

- Hattie, John. (2008). Visible Learning. Abingdon, Oxon: Routledge
- National Institute of Child Health & Human Development (NICHD). (2000). "Report of the National Reading Panel: Teaching Children to Read: An evidenced based assessment of the scientific research literature on reading and its implications for reading instruction." (NIH Publication No. 004769). Washington, DC: U.S. Government Printing Office.
- Gambrell, L.B., & Mazzoni, S.A. (1999). Principles of best practice: Finding the common ground. In L.B. Gambrell, L.M. Morrow, S.B. Neuman, & M. Pressley, (Eds.), Best Practices in Literacy Instruction (pp. 11–21). New York: Guilford Press.

#### Academic Framework and Extended Literacy Time:

To close the reading achievement gaps in scholars, more time needs to be dedicated to high-quality, explicit literacy instruction every day. To ensure all scholars receive systematic instruction in phonological awareness and processing, phonemic awareness, phonics, fluency, vocabulary and comprehension, the school will provide educators an Academic Framework. Scholars in grades K-3 shall receive at least 120



minutes of literacy instruction daily. In addition to an extended literacy block, scholars who are on Reading Improvement Monitoring Plans or have complex reading needs will participate in additional small group or individual reading minutes each week, using any of the evidence-based instructional strategies. Based on the literacy achievement scores, the evidence clearly states that scholars need additional time for literacy instruction in the classroom.

Research presented as evidence of strategy targeted for our scholars: Tier 2 ESSA:

- Fielding, Lynn/ Kerr, Nancy/ Rosier, Paul. (2007). "Annual Growth for all Scholars, Catch-Up Growth for Those Who Are Behind"

## Special Education Compliance

----- Forwarded message -----

From: [determinations@education.ohio.gov](mailto:determinations@education.ohio.gov) <[determinations@education.ohio.gov](mailto:determinations@education.ohio.gov)>

Date: Thu, Jul 29, 2021 at 4:35 PM

Subject: 2021 Special Education Rating

To: [swintersteen@bcattiffin.org](mailto:swintersteen@bcattiffin.org) <[swintersteen@bcattiffin.org](mailto:swintersteen@bcattiffin.org)>

July 29, 2021

, Superintendent

Bridges Community Academy

000311

Dear Superintendent:

Each year, districts and community schools in Ohio receive a rating evaluating the performance of special education programs, known as the Special Education Rating. The Ohio Department of Education calculates this rating using the final data submitted through the Education Management Information System (EMIS). The compilation of data results in one of four possible ratings: *Meets Requirements*, *Needs Assistance*, *Needs Intervention* or *Needs Substantial Intervention*.

Bridges Community Academy's 2021 Special Education Rating is **Meets Requirements**.

The primary basis of this rating is the final special education program data submitted through EMIS for the **2019-2020** school year. The Special Education Profile your district received in December 2020 includes the data used to calculate the rating. The district rating evaluates the implementation of federal requirements, also called compliance measures, as well as results for students with disabilities. Due to the impact of the COVID-19 pandemic, the 2021 Special Education Ratings are based only on compliance measures. Student assessment results are not included due to the waiver of statewide testing for the 2019-2020 school year.

### **Ratings Criteria**

The 2021 rating assesses districts' performance on the following measures:

#### Compliance Indicators

- Discipline discrepancies by race (Indicator 4b);
- Disproportionality in special education identification (Indicators 9 and 10);

- Initial evaluation timelines (Indicator 11);
- Early childhood transition (Indicator 12);
- Secondary transition planning (Indicator 13);
- Timely correction of noncompliance (Indicator 15);
- Timely and accurate data reporting (Indicator 20); and
- Special education audit findings.

You can find additional details on each of these factors by clicking the *More Information* link under each indicator in your online report.

## **Ratings Reports**

You can access ratings reports through the [OH| ID Portal](#). Once you are logged in to the OH| ID Portal, select *My Workspace*, then *Applications*, then select the link for *Special Education Profiles & Ratings*.

Users will need OH| ID accounts to access the portal. Steps to obtain an account are on [this page](#). For technical support with an OH| ID account, please contact the Department at 877-644-6338 or [Profile.Help@education.ohio.gov](mailto:Profile.Help@education.ohio.gov).

District users must have one of the following roles in the Ohio Educational Directory System (OEDS), assigned by their district's OEDS coordinator, to access these reports:

- Superintendent
- Assistant Superintendent
- Superintendent Designee
- Special Education Contact
- Director–Special Education–General
- Coordinator–Special Education–General
- Supervisor–Special Education–General
- Primary Contact–Sponsor

Personnel listed with the OEDS special education roles shown above will receive a copy of this notification letter.

## Appeals Process

To appeal your rating, you must submit a completed appeal form and supporting documentation by **August 31, 2021**. The appeal form and instructions are available within your report.

## Public Reporting

The Department reports annually to the public on the performance of each district's special education program, including the Special Education Ratings. The report containing the 2020 ratings is available [here](#) as an Excel spreadsheet. The Department will add the 2021 ratings to this report after the appeals period has concluded.

## Resources and Assistance

For assistance improving your rating, contact your regional [state support team](#). Please send specific questions about your rating to [determinations@education.ohio.gov](mailto:determinations@education.ohio.gov).

Thank you for all you do to serve and support Ohio's exceptional children.

Sincerely, 

**Jo Hannah Ward, M. Ed., LPCC**

*Director*

Office for Exceptional Children

25 South Front Street 4<sup>th</sup> floor

Columbus, Ohio 43215-4183

(614) 752-1378 | (877) 644-6338

[johannah.ward@education.ohio.gov](mailto:johannah.ward@education.ohio.gov)



Learn more about [#EachChildOurFuture](#), Ohio's plan to ensure each child is challenged, prepared and empowered.



# BRIDGES

## PREPARATORY ACADEMY

### 2021-2022 Assessment Schedule

September 15, 2021.....	Schoolwide Mock (K-7)
September 21-23, 2021.....	I Ready Diagnostic (K-7)
September 1-30 <sup>th</sup> , 2021.....	KRA (K)
October 6, 2021.....	ACCEL-WIDE MOCK Assessment (2-7)
November 2, 2021.....	Grade 3 OHIO AIR TEST (3)
November 17, 2021.....	Schoolwide Mock (K-7)
December 15, 2021.....	Schoolwide Mock (K-7)
January 10-14, 2022.....	I READY Winter Diagnostic (K-7)
January 19, 2022.....	Schoolwide Mock (K-7)
February 15, 2022.....	ACCEL-WIDE MOCK Assessment (2-7)
March 16, 2022.....	Schoolwide Mock (K-7)
April 4-8, 2022.....	ELA OHIO AIR TEST (3-7)
April 25-29, 2022.....	Math OHIO AIR TEST (3-7)
May 2-6, 2022.....	Science OHIO AIR TEST (5)
May 2-6, 2022.....	Social Studies OHIO TEST (4,6)
May 11, 2022.....	I READY Spring Diagnostic



## OSS Community School Goals

### Kindergarten – 8<sup>th</sup> Grade

**S.M.A.R.T Goals** — *The school will track the academic progress of 100% of students using standards-based report cards, performance assessments, and universal screening tools during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction within the general education classroom. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area(s) of weakness.*

#### K-8 reading

- a. 80% of students, who have attended the school for one or more years, will achieve “on track” or “proficient” on required AIR Reading assessment by the end of the contract.
- b. 80% of students will annually meet or exceed projected growth as identified on the reading assessment named in the sponsor contract.
- c. The gap in reading between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term the contract.

#### K-8 math

- a. 80% of students who have attended the school for one or more years, will achieve “on track” or “proficient” in math on required AIR tests by the end of the contract
- b. 80% of students will annually meet or exceed student projected growth as indicated on the math assessment named in the sponsor contract.
- c. The gap in math between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term of the contract.

### K — 3 Early Literacy per Ohio Accountability

**S.M.A.R.T Goal** — *The school will administer an approved reading diagnostic assessment to all K — 3 students prior to September 30th to identify students who are on-track or not-on-track in their reading skills. Those students who are identified as not-on-track will receive a*

*Reading Improvement and Monitoring Plan within 60 days of the assessment. The plan will identify the student's specific reading deficiencies and will describe additional services and supports that the student will receive. The Reading Improvement and Monitoring plan will be monitored on a monthly basis by the teachers with 70% of students meeting “on track” or “proficient” by end of year assessment.*

- a. 70% of students requiring a reading improvement and monitoring plan will meet “on track” or “proficient” on the end of year assessment.

#### **9<sup>th</sup> – 12<sup>th</sup> Grades High Schools (if applicable)**

**S.M.A.R.T Goals** — *The school will track the academic progress of 100% of students by monitoring Student Success Plans and progress made toward graduation pathways. Review of data to be included will be coursework completed as aligned with state standards, performance assessment results, and progress made toward individual graduation pathways during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area of weakness*

*All students will have completed a Student Success Plan with a detailed description of coursework, required assessments, and trainings needed to meet graduation requirements for their chosen pathway to graduation. For schools using an adaptive learning management program, annual goals for academic achievement shall be identified in the Student Success Plan, along with an intervention plan outlining steps taken to keep students on track to graduate.*

***All students are required to have a Student Success Plan. Therefore, no matter what “traditional” graduation cohort the student(s) may have been assigned, the following goals are based on student performance in relation to and as aligned with current student success plan(s) goals for graduation.***

- a. 80% of students will annually complete required courses as aligned with their Student Success Plans.
- b. 80% of students will achieve annual goals as identified in their Student Success Plans.
- c. Over the term of contract, 80% of students will graduate with a career credential or military or college preparedness as aligned to their chosen pathway to graduation stated in their Student Success Plan.

## **Kindergarten – 12<sup>th</sup> Grade – Non-Academic Goals**

### **S.M.A.R.T Goal - Family Engagement**

*The school will provide parents with the opportunity to attend at least one informational session during each school year, including but not limited to the school's academic plan information night, PBIS processes, literacy or math focused student centered "knowledge" night, or school events where parents receive information and guidance on student academic success. The school will survey parents to monitor attendance and gauge interest and involvement.*

- a. K-12 – The school will offer a minimum of two academic informational nights annually and will monitor family attendance and involvement by receiving 75% of survey responses identifying attendance or positive reactions in response to the opportunity to learn more about academic performance of the school and their student.

### **S.M.A.R.T Goal - Operational/Academic Professional Development**

*Consistency is the key to success at any educational institution. To this end, the school will ensure that the operational and academic procedures and processes are reviewed annually by educators, staff and leadership. This includes but is not limited to training on staff and family handbooks, policy and procedure manuals, and educational content and instructional professional development.*

In addition to school operations training for all staff, the school will provide professional development to all core content teachers and teacher aides to support the implementation of the school's education plan including the following evidence-based instructional practices: balanced literacy, writer's workshop (Pre K-6), content and disciplinary literacy (7-12), writing across the curriculum (7-12), critical thinking (Pre K-12) and mathematical thinking (Pre K-12).

- a. 100% of the school's core content instructors will receive six (6) hours of professional development on evidence-based instructional strategies relating to the school's educational model.

# Attachment 7

## MANAGEMENT AGREEMENT

This Management Agreement (this “**Agreement**”) is entered into as of the July 1, 2022 (“**Effective Date**”) by and between Accel Schools Tiffin LLC, a Delaware limited liability company (“**Manager**”), and Bridges Community Academy, Inc. (d/b/a Bridges Preparatory Academy) (the “**School**”), an Ohio non-profit corporation and public community school.

### RECITALS

#### ARTICLE I. EDUCATIONAL SERVICES, ADMINISTRATIVE SERVICES AND TECHNOLOGY SERVICES

##### 1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational services (the “**Educational Services**”):
  - (i) Curriculum. Implementation of educational programs designed to achieve the goals set forth in the Sponsorship Agreement (the “**Educational Program**”). In the event Manager determines it is necessary to materially modify the Educational Program, Manager shall inform the School of any such proposed material changes and obtain School approval, and if required under the Sponsorship Agreement, approval of the Sponsor (it being agreed that if the School approves the change, the School shall cooperate in obtaining such necessary approval from the Sponsor).
  - (ii) Instruction. Oversight and coordination of the services to be provided by instructional and administrative personnel, including the Head of School (“**HOS**”) and the rest of the School’s leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.
  - (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, curriculum, software and multi-media teaching tools.
  - (iv) AMP. Pursuant to ARTICLE VIII below, access to its learning ecosystem, called the Accel Management Platform (“**AMP**”), which provides an integrated system for education and school operation. It includes integration of rigorous and research-based online courses and functions as a powerful learning management system; a comprehensive student information system and reporting system; a live Webinar tool; a balanced student assessment system; and instructional data integration and presentation tools. AMP is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for student-centered learning. AMP is capable of providing real-time progress monitoring, and can allow teachers instantaneous access to standards-aligned and performance-based data about each student. Using AMP, teachers can better identify students who need small group or one-on-one instructional support.



- (v) English Language Learners (ELL). Implementation of curricular components designed to meet the needs of ELL as required by State and federal law. The ELL program supports a variety of first languages.
- (vi) Students with Special Needs. In serving students with disabilities, assistance in enabling School to comply with all applicable State and federal laws including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), and the Individuals with Disabilities Education Act ("IDEA"). Manager will provide or cause to be provided a continuum of special education services and range of placements to better enable the School to provide a free and appropriate public education ("FAPE") in the least restrictive environment ("LRE"). Itinerant, supplementary or full-time special education support will be provided via the telephone, Internet, live sessions, or in person in accordance with the student's Individualized Education Plan (IEP).
- (vii) Gifted Students. Teachers to work closely with the parent/guardian and the curriculum team to promote a steady flow of enrichment activities for students working above grade level. Manager may also offer students virtual gifted education, which can enable them to work significantly above grade level without the restraints of traditional school classroom pacing. Advanced Placement courses are available in Mathematics, Language Arts, Spanish, Science, and History/Government.
- (viii) [Intentionally omitted.]
- (ix) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extracurricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
- (b) Additional Educational Services. Any other services required under federal or state law, under the Sponsorship Agreement and/or by the Ohio Department of Education (the "ODE") and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed between Manager and the School from time to time. Manager will provide the Educational Services in accordance with the Educational Program, goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Sponsorship Agreement.
- (c) Budget Limitation. Manager will be responsible and accountable to the School for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the Budget established pursuant to Section 1.2(a)(v) below. Therefore, notwithstanding anything to the contrary set forth in Section 1.1(a) or (b) above, Manager shall have no obligation to perform any Educational Services not contemplated by the Budget and will not be required to expend funds on Educational Services in excess of the amounts set forth in such Budget unless agreed to in writing by the Parties or as otherwise set forth herein.

## 1.2 Administrative Services.

- (a) During the Term, Manager will provide to the School the following administrative services (the “**Administrative Services**”):
- (i) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with ARTICLE VI below.
  - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the School.
  - (iii) Transportation and Food Services. Identification of appropriate vendors to provide necessary services, coordination with entities with which the School contracts for the provision of transportation and food services for the students enrolled at the School, manage and assess the services provided under such contracts, and supervise employees involved with providing such services, all as required by the School.
  - (iv) Public Relations and Marketing. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.
  - (v) Budgeting and Financial Reporting. Provision of budgeting and financial reporting services in accordance with the below:
    - (A) The Manager will prepare a proposed annual budget (in cooperation with the School’s fiscal officer) in a mutually agreeable format by May 1<sup>st</sup> of the immediately preceding fiscal year subject to the approval of the School which shall not be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the “**Budget**”. There shall be no changes to the Budget adversely impacting the Manager (including, without limitation, changes that, in Manager's reasonable judgement, present financial and/or reputational risk for the Manager) provided the School remains in a surplus position except to the extent the Parties agree in writing. The School’s fiscal officer shall be responsible for preparing other financial statements as required by and in compliance with the Sponsorship Agreement, and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the School to perform annual audits of the School’s financial statements. The School shall be responsible for the costs of the audit and preparation of the financial statements, and the costs will be provided for in the Budget. The School shall select, with input from Manager upon request, a third party to serve as the designated fiscal officer and may proceed with hiring same.
    - (B) The Manager will provide the School with monthly financial forecasts and analysis reports (including from time to time Forecasted P&L / Cash Balances). The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; assist the fiscal officer with the preparation of monthly financial reporting to the School’s board of directors (the “**Board**”); and support for all State

reporting requirements. The Manager, in conjunction with the fiscal officer, will prepare a five-year financial plan.

- (C) On behalf of the School, the fiscal officer is responsible for preparing (i) such other reports on the finances and operation of the School as reasonably requested or required by the ODE, the School or the Sponsor if necessary to cause compliance with the terms of the Sponsorship Agreement; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
- (D) The Manager will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the School to monitor Manager's performance under this Agreement and related agreements including the effectiveness and efficiency of its operations at the School or as may be required to maintain compliance with the Sponsorship Agreement. If requested, the Manager must provide detailed financial information to the Sponsor as required by the Sponsorship Agreement.
- (E) On behalf of the School, the Manager will maintain accurate financial records pertaining to its operation of the School, together with all School financial records prepared by the fiscal officer, and retain all such records for periods set forth in the that certain Record Retention Policy approved by the Board pursuant to Resolution # 21-55, effective November 10, 2021(together with any reasonable amendments adopted by the Board and of which Manager is given written notice, the "**Board's Record Retention Policy**"). All the School financial records retained by the Manager pertaining to the School that are not proprietary to Manager or are prepared as an Administrative Service hereunder will be available to the School, and upon the written request of the School, to the Sponsor, the Auditor of State, the ODE, the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that Manager will endeavor to make such copies available within thirty (30) days of request. Upon termination of this Agreement, such records will be delivered to the Board who shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such financial records are and shall be at all times the property of the School). In the event that the Manager is notified of a litigation hold on any or all School records as a result of pending or anticipated litigation, the Manager shall use commercially reasonable efforts to ensure that all records covered by such litigation hold are not discarded, deleted, or destroyed.
- (F) If School is not able to fully pay the Management Fee or any bills when due, then the School shall (i) work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) obtain Manager's written consent prior to incurring costs, expenses, or other liabilities not contemplated under the Budget

greater than ten thousand dollars (\$10,000) individually or in the aggregate.

- (G) School's Right to Audit. The School may conduct or appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School. Any such audit shall be conducted by the School in a manner so as to minimize disruption to the Manager's operation of the School.
- (vi) Maintenance of Student and Other Records. Maintenance of other records as set forth below:
  - (A) Manager will maintain records pertaining to the students enrolled at the School as is required and in the manner provided by the Sponsorship Agreement and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of student records as required by law and the Sponsorship Agreement.
  - (B) Manager will maintain employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Sponsorship Agreement, and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Manager, and retain such records on behalf of the School in accordance with the Board's Record Retention Policy until this Agreement expires or is terminated, at which time the records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of the records (it being understood that the employment, business, and other records are and shall be at all times the property of the School, provided, for the avoidance of doubt, that records of the Manager and its Affiliates (as defined in section 3.7 below) pertaining to their existence and operation (including, without limitation, records maintained by Manager and its Affiliates in respect of its employees) are the sole and exclusive property of the Manager. Manager and the School will maintain the proper confidentiality of such records as required by law and the Sponsorship Agreement.
  - (C) The financial, educational and student records pertaining to the School are subject to the applicable provisions of State and federal law. The School recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("**FERPA**") and the State open records act, that Manager's employees and agents have a legitimate educational interest in the educational records of the School students and grants to Manager access to educational records under FERPA. Manager agrees to comply with FERPA and the

regulations promulgated thereunder and warrants that it uses reasonable methods to limit Manager employee access to only those records in which they have legitimate educational interests.

- (D) Manager shall provide such other information, including written reports, as reasonably requested by the School.
- (vii) Admissions. Implementation of the School's admission and enrollment policies in accordance with the Sponsorship Agreement, and applicable laws and regulations.
- (viii) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the Board, and applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under applicable laws and regulations.
- (ix) Academic Progress Reports. Manager will provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Sponsorship Agreement, and applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Manager's performance of the Educational Services and Administrative Services against mutually acceptable criteria and (C) such other metrics of performance reasonably requested by the School.
- (x) Rules and Procedures. Manager will recommend rules and procedures applicable to the School, its students, and staff, if applicable, and enforce such rules and procedures adopted by the Board that do not conflict with or violate this Agreement, the Sponsorship Agreement, or applicable laws and regulations.
- (xi) Student Recruitment. Manager will recruit students, subject to agreement on general recruitment and admission policies, to the extent budgeted for in the Budget or as otherwise approved by the School. Students shall be selected in compliance with the procedures set forth in the Sponsorship Agreement and State and federal laws.
- (xii) Facility Management.
  - (A) Manager will assist the Board in locating a facility suitable for the operation of the School (the "School Facility"). The School Facility shall be subject to Board approval, which approval shall not be unreasonably withheld. The School Facility shall meet the requirements of all federal, state and local laws and regulations for the operation of the School and shall be suitable for the maximum number of students approved by the Sponsor in the Sponsorship Agreement or such lesser number of students as may be recommended by Manager and approved by the Board, which approval shall not be unreasonably withheld. The Board shall consult with Manager prior to making or accepting any material modification to the School Facility, or any amendment or modification to the terms and conditions of any lease or any purchase and sale agreement for the School Facility and shall exercise good faith in acting



upon the reasonable recommendations of Manager related to the School Facility.

Manager has received and reviewed a copy of the lease between the Board and St. Francis Home, Inc. ("Landlord") for the School Facility ("Lease"). Manager agrees to operate in compliance with the Lease and to immediately notify the Board, in the event that Manager acts or fails to act in any manner which would result in a breach or default by the Board under the terms of the Lease.

(B) Manager will coordinate all Facility (as defined in Section 1.4 below) repairs and maintenance, cleaning services, grounds maintenance, proposed alterations, plans for future development, security planning and related contractor services.

(xiii) Additional Administrative Services. Any other services reasonably necessary for the effective administration of the School as agreed to from time to time by Manager and the School.

(A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Sponsorship Agreement, and local, State and federal laws and applicable regulations and policies.

(B) Subject to this Agreement, the Sponsorship Agreement, and applicable laws and regulations, Manager may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Manager supplies the School with written notice of material modifications, provided that any modification of the Administrative Services to be performed hereunder (as distinguished from the method, mean, and/or manner of Manager's performance of any such service) will be subject to the prior approval of the Board and of any other person as may be specifically required by the Sponsorship Agreement.

(b) Manager will be responsible and accountable to the School for the provision of the Administrative Services to the extent provided for in the Budget established in Section 1.2(a)(v) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Administrative Services not contemplated by the Budget, as may be amended by the School, and will not be required to expend its own funds on Administrative Services in excess of the amounts set forth in such Budget.

1.3 Technology Consulting Services. During the Term, Manager will provide the following technology consulting services and products (the "**Technology Consulting Services**"):

- (a) During the Term, Manager or its Affiliates (as defined in section 3.7 below) will provide oversight of the technology services referenced in Article IV below.
- (b) Manager charges fees for the provision of Computer Equipment as set forth in Article IV below.

- (c) Manager will be responsible and accountable to the School for the provision of the Technology Consulting Services, provided that such obligations, duties and responsibilities are limited by the Budget established in Section 1.2(a)(v) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Technology Consulting Services not contemplated by the Budget and will not be required to expend funds on Technology Consulting Services in excess of the amounts set forth in such Budget unless agreed to in writing by the Parties or as otherwise set forth herein.
- 1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable classroom and office space at 190 St. Francis Avenue, Tiffin, OH 44883 or such subsequent facility (the “**Facility**”) to perform all services described in this Agreement. Manager will provide instructional, extra-curricular and co-curricular programs at the Facility. Manager may provide other services elsewhere, unless prohibited by the Sponsorship Agreement, or applicable laws and regulations.
- 1.5 Authority. By this Agreement, the School provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations.

## ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2022 (the “**Start Date**”) and shall continue thereafter through June 30, 2025 (the “**Initial Term**”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute.
- 2.2 Renewal. Upon the conclusion of the Initial Term and each Renewal Term (defined hereinafter) thereafter, this Agreement will automatically extend for successive additional periods of five (5) years (each such period is a “**Renewal Term**”) provided that if, at the time of any renewal, the term then remaining under the Sponsorship Agreement is less than five (5) years, that Renewal Term shall be coterminous with the term of the Sponsorship Agreement) unless (a) either Party provides the other with written notice of non-renewal at least twelve (12) months before expiration of the then-current Term (defined hereinafter), in which case, this Agreement shall terminate effective as of such expiration; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “**Term.**”
- 2.3 Sponsor or Sponsorship Agreement Change. In the event the Sponsor and/or the Sponsorship Agreement changes, this Agreement shall automatically survive and be performed in accordance with the new Sponsorship Agreement, these terms and conditions and applicable law unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein. Notwithstanding the foregoing, if any

change to the Sponsorship Agreement has a material adverse effect on Manager's ability to deliver services, upon written notice to the other Party, Manager or School may request renegotiation of this Agreement. Request for renegotiation may be given any time following notice of the change whether or not the change is effective on the date of notice or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice of renegotiation was given unless earlier termination is necessary to protect the health, welfare or safety of students.

### **ARTICLE III. RELATIONSHIP OF THE PARTIES**

- 3.1 Status of the Parties. Manager is not a division or any part of the School. The School is a separate and distinct legal entity authorized under State law and is not a division or a part of Manager. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the School and Manager or to make one the agent or fiduciary of the other. Neither the School nor Manager will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the School nor Manager has, and neither will represent that it has, the power to bind or legally obligate the other. Manager is an independent contractor. No employee of Manager will be considered an employee of the School by either Party for any purpose whatsoever. Notwithstanding the foregoing, Manager understands that it is acting on behalf of the School; and has a contractual duty to act in good faith and adhere to the federal and state laws governing charter schools including ethics laws and conflict of interest, to the extent applicable to the Manager.
- 3.2 Oversight of Manager. The Board shall be responsible for monitoring Manager's performance under, and compliance with, the terms of this Agreement in accordance with applicable law. Accordingly, the Board shall be responsible for overseeing the School's quality, and operational and financial performance, and also for working with the Sponsor as required. Manager shall reasonably cooperate with School's monitoring and oversight.
- 3.3 School-Related Correspondences. The Board shall provide Manager with all reports, documents and other findings that are related to or may have an impact on the School, the Sponsor and/or Manager's obligations herein that are actually received by the Board. School-related correspondence includes, but it not limited to, adopted Board minutes, resolutions and Board reports, State audit preliminary and final reports, Sponsor reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.

- 3.4 Manager Attendance at Board Meetings and Board Member Payment. Manager shall use commercially reasonable efforts to cause its personnel to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use commercially reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The Board shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings. If School is not able to fully pay reimbursable costs when due, Board members shall not receive payment for attending board meetings.
- 3.5 No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the board or shareholders of Manager will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "**Internal Revenue Code**"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.
- 3.6 Other Schools. The School acknowledges that Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.7 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager. "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise.

## ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Services and Computer Equipment.
- (a) Management Fee. The School will pay to Manager an annual fee (the "**Management Fee**") of thirteen percent (13%) of the federal, State and local funds the School receives, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law and regulations ("Qualified Revenue"). The Management Fee calculation shall not include free and reduced

lunch revenues, charitable contributions, transportation funding, proceeds from fundraisers or such other state funds that may be restricted for specific purposes ("**Non-Qualified Gross Revenue**") which shall be retained entirely by the School. Consideration referenced in this section shall not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in any other agreement between the Parties. If the School has no debt to the Manager and is able to timely pay the Management Fee, the School may, at its sole discretion, elect to pay to the Manager an incentive as a result of the School's satisfaction of the Incentive Goals identified in Appendix A attached hereto and in the Sponsorship Agreement.

- (b) AMP Fee. The School will pay to Manager fees for AMP Plus package as set forth in a separate price list unless the School selects a different level of AMP. Manager may modify the fees from time to time, but no more than once per school year. Manager will give School 90 days' written notice of fee modification.
- (c) [Intentionally omitted.]
- (d) Technology Services Fee. The School will pay to Manager fees for Technology Services as set forth in a separate price list. Manager may modify the fees from time to time, but no more than once per school year. Manager will give School 90 days' written notice of fee modification.
- (e) Reasonable Compensation. Manager's compensation for products and services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School. In the event that the Manager's Management Fee is determined to be an excess benefit transaction under the Internal Revenue Code, the Parties agree that this Section 4.1 shall be deemed to be amended to avoid designation as an excess benefit transaction and the Manager agrees to reimburse the School for any liability, costs or expenses associated with such determination.
- (f) Annual Reconciliation. The Management Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice promptly upon receipt of same (and in any case, within three (3) Business Days, as defined in Section 4.6 below). If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager within five (5) Business Days after receiving an invoice for such amount and after the School receives the funding. If the review results in a finding that the School owes money to the State, the School will work with the Manager to initiate an appeal of the State's determination. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Manager agrees to contribute the amount overpaid to Manager and the School shall contribute the amount retained by the School. In the event the School's Qualified Revenues are adjusted after the expiration or termination of the Term, the Manager shall repay the amount



of the Management Fee it received with respect to the adjusted Qualified Revenues in the case of an overpayment by the School (i.e. in connection with a downward adjustment of Qualified Revenue), and the School shall pay to the Manager the amount of any shortfall in its payment of the Management Fee (i.e., in the case of an upward adjustment in Qualified Revenue).

- 4.2 Payment of Costs. If Manager incurs any costs to deliver services pursuant to this Agreement, the School will reimburse Manager for such costs which may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease (but not Furniture and Equipment Lease referenced in Section 4.4 below or Facility lease that the Parties may enter into), Facility maintenance and utility costs, salaries and employee administration costs (including, without limitation, payroll and benefits administration costs, recruiting, workplace safety and compliance) of Manager's employees assigned to the staff of the School, costs related to curriculum, instructional materials, textbooks, library books, computers, software, supplies, food service, transportation, special education, psychological services and medical services.
- 4.3 New School Startup Line of Credit Loan Agreement and Promissory Note. Prior to or simultaneously with executing this Agreement, a school enrolling students for the first time ("**New School**") shall enter into a startup Line of Credit Loan Agreement and Promissory Note for costs associated with opening a new school or as otherwise approved by lender thereunder.
- 4.4 Furniture and Equipment. Furniture and equipment purchased with grant, government or other school funds will not be leased and ownership will remain with the School.
- 4.5 Time and Priority of Payments.
- (a) Each installment of the Management Fee will be due and payable by the School upon receipt of invoice and delinquent if not paid within thirty (30) days thereafter.
  - (b) Manager will notify the School of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month. School will make such payments to Manager upon receipt of invoice and be delinquent if not paid within thirty (30) days thereafter.
  - (c) New School shall pay amounts due under the Line of Credit Loan Agreement and Promissory Note as required by the Line of Credit Loan Agreement and Promissory Note.
  - (d) The School will satisfy its payment obligations to Manager and applicable third parties in the following order of priority: (i) payments due and owing for salaries, benefits and associated administration costs of employees performing the services contemplated hereunder; (ii) payments due and owing under the Line of Credit Loan Agreement and Promissory Note referenced in Section 4.3 above; (iii) payments due and owing for rent pursuant to applicable Facility leases; (iv) all payments due and owing under Sections 4.2 and 4.4 above, with the oldest amounts due first; (v) payments due and owing for the following fees and expenses

in each case to the extent reasonably incurred by the Board: (1) operational expenses of the Board that are separate from the day-to-day operation of the School, (2) taxes, if any, (3) legal, insurance, accounting, auditing and other professional fees, (4) the cost of any annual audit by the auditor of the state or any special independent audits, (5) the purchase price of equipment deemed necessary or appropriate by the Board for Board operations that are separate from the day-to-day operation of the School; and (vi) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.

#### 4.6 Payment Options.

- (a) The School will submit payroll and payroll tax monies via one of two funding methods (each a “**Funding Method**”): (i) Automated Clearing House (“**ACH**”) funding, or (ii) wire funding (“**Wire**”). The School is only eligible for ACH funding if approved by the Manager. The School must utilize the Wire Funding Method if the School is not approved for the ACH Funding Method. “ACH” means the network used for electronic payments and money transfers, Automated Clearing House.
- (b) Manager will submit payroll information to the School. The School shall submit the designated payroll amount two (2) Business Days prior to Manager’s scheduled payroll payment date. “**Business Day**” means any day of the year other than (a) a Saturday, Sunday or (b) day on which banking institutions in any jurisdiction of the banking institution of the School are closed; or (c) a statutory or civic holiday in the United States. Manager will initiate electronic payment not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date payment is due. School’s failure to timely fund payroll may result in the requirement to utilize an alternative Funding Method, and delayed processing of banking, and other transaction or additional fees may be imposed including, without limitation, by the applicable financial institutions. The School shall indemnify, defend and hold Manager harmless from and against claims, losses or any other liabilities arising from or relating to School’s late submission of transactions.

#### 4.7 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Management Fees and loans other than the startup Line of Credit Loan Agreement and Promissory Note will accrue interest at the one-month London Interbank Offer Rate (“**LIBOR**”), plus four percent (4%) for the time overdue, provided if one-month LIBOR shall be discontinued during the Term, Parties hereby agree that the one-month secured overnight financing rate shall be substituted therefor.
- (b) There will be no limits to what indebtedness or fees owed to Manager may be carried over from year to year unless expressly provided otherwise in this Agreement.

- 4.8 Limited Guarantee. When the School has fewer than 100 full-time students enrolled, Manager will guarantee payment of expenses referenced in Section 4.2 above provided, however, while the guarantee is in effect (a) the Board shall not spend any money without Manager’s prior written approval, and (b) reimbursement of such expenses shall take priority over all expenses other than teacher salary

and benefits. The Parties acknowledge that under such circumstances the Board, with guidance from the Board's legal counsel and School fiscal officer, will engage in good faith discussions with the Manager to identify areas of cost savings and take reasonable action to maintain long-term viability of the School.

## **ARTICLE V. SUPPLEMENTAL PROGRAMS**

In addition to the Educational Services, Administrative Services and Technology Consulting Services provided by Manager to the School, the Parties may agree that Manager will provide additional services, terms of which shall be determined on a case-by-case basis, which may benefit the School by increasing its exposure in the community including, but not limited to, pre-kindergarten, summer school, academic camps, before and after school programs, vocational training, academic camps, and latch-key programs to students and non-students of the School (the "**Supplemental Programs**"), provided that nothing herein shall require Manager to provide any such Supplemental Programs. If either Party proposes a Supplement Program, the Parties shall consider the same, acting reasonably and in good faith, and if the same be agreeable to both Parties, work cooperatively with each other to facilitate the Supplement Program's development and implementation. If the Board proposes a Supplemental Program, and Parties are unable to implement the same, then the Board shall have the right to contract with third parties for implementation of supplemental programs, provided that said Supplemental Program shall have been budgeted for or the Board shall have cash reserves available such that the funding of said programs will not prevent the Board from meeting its budgeted financial obligations or any other reasonably anticipated obligations. Manager shall not be entitled to an additional fee from profits or any fees in connection with Supplemental Programs planned and carried out exclusively by the Board and/or one or more third-party service providers, without any involvement or contribution by Manager.

## **ARTICLE VI. PERSONNEL AND TRAINING**

### **6.1 Personnel Responsibility.**

- (a) Subject to Sections 1.1 and 1.2 above, the Sponsorship Agreement, and applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, Administrative Services, Technology Consulting Services, Supplemental Programs (if any) and all other services provided under this Agreement.
- (b) Except as specified in this Agreement or as required by the Sponsorship Agreement, the Head of School (HOS), teachers and support staff selected by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required by applicable

laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis with the School its performance reviews and assessment of the HOS. The School shall have the right, exercisable on a reasonable basis, in accordance with all applicable laws, and only upon a majority vote of the Board of Directors, to make recommendations as to removal of the HOS and/or superintendent. Following notice of such recommendation, Manager shall consult in good faith with the Board regarding the HOS and/or superintendent and shall consider the Board's recommendation in good faith (provided that Manager shall in no way be bound by the Board's recommendation).

- (c) School shall not pay a bonus or other form of compensation to any employee or subcontractor of Manager or its Affiliates without advance consultation with and written approval from Manager.

6.2 Head of School. The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with applicable laws and regulations, to select, supervise and terminate the HOS and to hold the HOS accountable for the success of the School. The School shall have the right, exercisable on a reasonable basis, in accordance with all applicable laws, and only upon a majority vote of the Board of Directors to approve or reject the Head of School proposed for the School.

6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services and Supplemental Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a valid teaching certificate issued by the ODE. Further, to the extent required by applicable laws and regulations, such teachers shall have undergone a criminal background check and unprofessional conduct check as if such teachers were employees of the School. Upon request, Manager shall provide the School with documentary evidence of its compliance with this Section 6.3. Manager shall keep the School informed of all material actions and decisions relating to teaching staff on a regular basis.

6.4 Support Staff. Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services and Supplemental Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers and maintenance personnel. Support staff may work at the School on a full or part time basis.

6.5 Training. Manager will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a

regular and continuous basis. The training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances.

**6.6 Non-Solicitation/Non-Hiring.**

- (a) During the Term and one (1) year thereafter, each Party, unless otherwise agreed to in writing, may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.
- (b) Unpermitted Solicitation/Hiring Remedies. If a Party breaches the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, and seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period of time referenced above will be extended by the amount of time a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement.
- (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using a Party's and Affiliate's employee, former employee, consultant or former consultant as set forth in this Section 6.6.

## **ARTICLE VII. TERMINATION OF AGREEMENT**

- 7.1 Notice and Timing. Any notice of termination shall take effect at the end of the last day of the then-current school year unless otherwise specified herein or agreed to by the Parties. Early termination will not relieve the School of any obligations to pay fees and costs, whether accrued, pending or outstanding, to Manager.
- 7.2 Termination by Both Parties. The Parties may agree, at any time, in writing to terminate the Agreement.
- 7.3 Termination by Either Party. Either Party may terminate on the following grounds:
  - (a) Effective upon failure to timely cure, if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach. Failure to pay Manager for services as set forth in Article



IV shall be considered a material breach, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity. If objectively ascertainable reasonable efforts have been made to effect a cure and the breach at issue does not objectively lend itself to cure within the thirty (30) day period, then additional time as necessary to complete the cure shall be permitted, provided the breaching Party has undertaken and continues efforts to cure, but in no event more than sixty (60) days following written notification of breach. 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 or Board.

- (b) If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have a material adverse effect on the ability of either Party to carry out its obligations under this Agreement, a Party, upon written notice to the other Party, may request renegotiation of this Agreement. Notice may be given any time following enactment of the change whether or not the change is effective on the date of enactment or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice was given unless earlier termination is necessary to protect the health, welfare or safety of students.
- (c) This Agreement will terminate upon the School ceasing to be a party to a valid and binding charter, provided, however, that this Agreement will be reinstated, if applicable, and shall thereafter continue to remain in effect until the Termination Date or the end of a Renewal Term (as applicable) if the School has entered into a subsequent Sponsorship Agreement, and this Agreement has not been terminated pursuant to another provision of this ARTICLE VII. Termination pursuant to this paragraph will not relieve the School of any obligations for payments outstanding to the Manager as of the date of termination.
- (d) The School shall have the option to terminate the Agreement without cause or a financial penalty after June 30, 2024, provided that (i) the School shall give Manager not less than twelve (12) months' prior written notice of its election terminate pursuant to this Section 7.3(d) and (ii) any such termination shall be effective only on June 30.

7.4 Termination By Manager. Manager may terminate on the following grounds:

- (a) Effective when a funding change goes into effect or a later date as designated by the Manager if there is any change in local, State or federal funding for the School's students resulting in a material adverse effect on Manager.
- (b) If the Board adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to materially increase the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable, provided that prior to the effectiveness of termination. Manager shall notify the Board of its determination and the Parties shall reasonably cooperate to find a solution. If a solution cannot be

reached, Manager agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.

- (c) Effective immediately if (i) the School or Manager undergoes or is required to undergo an adverse change that makes the School or Manager financially unviable, or (ii) the Board makes a financial decision that is grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

7.5 Real and Personal Property. Upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Manager to the School will remain the real and personal property and leases of Manager, and any personal property purchased by Manager with the funds provided to Manager by the School pursuant to Section 4.2 above will be the personal property of the School provided that the School has fulfilled all repayment obligations in any startup Line of Credit Loan Agreement and Promissory Note between the School and the lender thereunder. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.

7.6 Return of Materials and Records. On the later of (a) five (5) Business Days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the President of the School shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at the School. Manager shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, the Manager shall instead transmit the educational records of each student to said student's school district of residence.

7.7 Termination by School. The School may terminate this Agreement prior to the end of the Term specified in ARTICLE II effective upon delivery of written notice by the School to Manager in the event of a filing of bankruptcy by the Manager which is not withdrawn or dismissed within 60 days thereafter.

## **ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE**

8.1 Proprietary Information and Ownership. The School shall own all proprietary rights to curriculum or educational materials that are (i) directly developed and directly paid for by the School, or (ii) developed by Manager or its employees at the Charter School at the direction of the School with funds specifically dedicated by the School

for the development of such curriculum or materials. The School acknowledges that Manager owns or has a license to use the intellectual property rights and interests in AMP, the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term (“**Protected Materials**”) and to the name “ACCEL™” (such name being a trademark of Manager). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the School facilities, including under the name of the School, describing the services provided by Manager or its assignees, including “Managed by ACCEL Schools” or “Educational Services Provided by ACCEL Schools.” Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

- 8.2 License. The Manager developed and owns, or has a license to use, proprietary rights to the Protected Materials. The Manager hereby grants the School a limited, non-exclusive, non-assignable, revocable license to access and use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager.
- 8.3 Curriculum Materials. The Manager acknowledges that the Manager’s educational materials and teaching techniques used by the School are subject to state disclosure laws and the Open Records Act.

## ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Manager. To the extent permitted by law, the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, “**Representatives**”) harmless from and against any and all third party claims, demands, suits, actions, fines, penalties, liabilities, losses, damages, or other forms of liability (any of which are a “**Claim**”) (including reasonable attorney’s fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of any applicable local, State or federal law, rule, or regulation. In addition, the School will reimburse Manager, its Affiliates and their

Representatives for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. The Parties acknowledge and agree that Manager and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date. This indemnification obligation shall survive the termination or expiration of this Agreement.

- 9.2 Indemnification of the School. Manager will indemnify, defend and save and hold the School and its Representatives harmless against any and all third party Claims (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Manager, its Affiliates, Manager Representatives, or Affiliate Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of Manager or its Affiliates contained in or made pursuant to this Agreement; any misrepresentation of the Manager contained in or made pursuant to this Agreement; any action or omission by the Manager its Affiliates, Manager Representatives, or Affiliate Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.3 Defense. A person or entity seeking indemnification under this ARTICLE IX (the "**Indemnitee**") shall give notice to the indemnifying Party (the "**Indemnitor**") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitor's selection and at the expense of the Indemnitor. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if the settlement, final order or judgement includes an admission of wrongdoing in Indemnitee's or Affiliate's name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.
- 9.4 Limitations of Liabilities.
- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third-party Claims arising

from its operations, and will not waive any immunities or limitations without the prior written consent of Manager.

- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO AMOUNTS DUE UNDER ARTICLE IV ABOVE AND THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.
  - (c) ECONOMIC DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  - (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER OR ITS AFFILIATES, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.
- 9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

## **ARTICLE X. INSURANCE**

- 10.1 Insurance Coverage. The Manager will help the School obtain, and the School will maintain, the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Sponsorship Agreement: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million.



All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Manager and Sponsor. Upon Manager's request, the School shall deliver to the Manager a copy of such policies.

- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

## **ARTICLE XI. REPRESENTATIONS AND WARRANTIES**

- 11.1 Representations and Warranties of Manager. Manager hereby represents and warrants to the School:
- (a) Manager is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
  - (b) To the best of its knowledge, Manager has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
  - (c) Manager's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
  - (d) The services to be performed under this Agreement will be performed in a professional and workerlike manner in accordance with commercially reasonable industry standards, applicable law, the Sponsorship Agreement, and applicable Board policies made known to Manager in writing and relating to the School. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.
- 11.2 Representations, Warranties, and Covenants of the School. The School hereby represents, warrants, and covenants to Manager:

- (a) The Sponsorship Agreement (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Educational Program and other activities contemplated in this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Educational Program and other activities contemplated in this Agreement.
  - (b) The School has the authority under applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Technology Consulting Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
  - (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions required for execution of this Agreement.
  - (d) The Board has not received any notice that the School is in breach of and has defaulted under the terms of the Sponsorship Agreement.
  - (e) After the Effective Date, the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.
- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the “**Disclosing Party**”) or received through association with the Disclosing Party (collectively, “**Confidential Information**”), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the “**Receiving Party**”) and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had

become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.

- 12.2 Care and Authorized Use. Each Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit any Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.
- 12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

### **ARTICLE XIII MISCELLANEOUS**

- 13.1 Integration, Sole Agreement, and Third-Party Beneficiaries. This Agreement (together with any exhibits, price lists, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective Affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any

rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.

- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, pandemic, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the State, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.
- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mail, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours (with

confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

**To:**

Bridges Community Academy, Inc.  
Attn: Board President  
190 St. Francis Avenue  
Tiffin, OH 44883  
Facsimile: \_\_\_\_\_

**With a copy to:**

Nicola, Gudbranson & Cooper, LLC  
Attn: Becky Scheiman  
25 W. Prospect Avenue, Suite 1400  
Cleveland, OH 44115  
Facsimile: 216-621-3999

**To:**

Accel Schools LLC  
Attn: Chief Operating Officer  
1750 Tysons Boulevard, Suite 1300  
McLean, VA 22102

And legal@pansophiclearning.com

**With a copy to:**

Pansophic Learning US LLC  
Attn: General Counsel  
1750 Tysons Boulevard, Suite 1300  
McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by the Board President or other authorized officer of the School and an



authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.

- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.
- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the "Consideration" Sections of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" above are reasonable in scope and content and necessary to protect the Manager, its Affiliates and their business interests. The School understands and agrees that the breach or threatened breach of Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" of this Agreement would give rise to the aggrieved Party suffering irreparable harm which would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement,

without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.

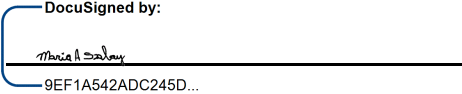
- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's president and Manager's Chief Operating Officer or equivalent who shall have ten (10) Business Days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
- (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
  - (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.

13.13 Survival on Termination or Expiration. The following Articles and Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date and year first above written.

**Accel Schools Tiffin LLC**

Bridges Community Academy, Inc.  
(d/b/a Bridges Preparatory Academy)

By:   
Name: Maria Szalay  
Title: chief operating officer

By:   
Name: Erica Nye  
Title: Board President

## **APPENDIX A**

### INCENTIVE GOALS

An additional one and one-half percent (1.5%) Management Fee annual bonus for a Performance Index score of ten (10) points above similar schools and/or a rating between three (3) and five (5) stars on the progress component score of the School's report card issued by the ODE.

# Attachment 8



BLENSCH-01

JBUIE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> O'Neill Insurance 111 High Street Wadsworth, OH 44281	<b>CONTACT NAME:</b> Megan Gray <b>PHONE (A/C, No, Ext):</b> (330) 849-5231 <b>E-MAIL ADDRESS:</b> mgray@oneillinsurance.com <b>FAX (A/C, No):</b> (330) 336-5697
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Company
	<b>NAIC #</b>
<b>INSURED</b> Blended School Holdings, Inc.; Accel Schools, LLC; Bridges Community Academy, Inc. dba Bridges Prepa 1650 Tysons Blvd., Suite 600 McLean, VA 22102	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2296179	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2296179	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB775654	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	PHPK2296179	6/30/2021	6/30/2022	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Bridges Community Academy, Inc. dba Bridges Preparatory Academy

## CERTIFICATE HOLDER

## CANCELLATION

Ohio Department of Education  
Office of Community Sponsorship  
25 S Front Street  
Columbus, OH 43215

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# Attachment 9

### **Admission Procedure**

Admission is open to any individual between the ages of five (5) and twenty-two (22) who, pursuant to state law, is entitled to attend school. In making admission decisions, the School shall not discriminate on the basis of race, color, creed, sex, or disabling condition. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

The School shall not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. The School shall not offer attempt to give any monetary payment or in-kind gift to any student or student's family as an incentive for the student to enroll in the School.

The Parent or Guardian of the Student or Student (age 18 or over), shall notify the School when there is a change in the Parent/Guardian or Student's primary residence.

The School shall restrict admission to all of Ohio.

If the number of applicants exceeds the capacity restrictions of the School, students will be admitted based on a lottery system, with the following students given preference:

- students who attended the School the previous year;
- siblings of students attending the School the previous year;
- students who are the children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than 5% if the School's total enrollment; and
- students who reside in the district in which the School is located.

The lottery system adopted by the School functions as described below.

- Each applicant exceeding the capacity of the School shall be assigned a number.
- A neutral third party will randomly select numbers, and as each number is selected, the respective student is placed on the permanent waiting list. Once placed on the permanent waiting list, the student retains the position from year-to-year unless the student is no longer an eligible student, is no longer interested in admission, or is selected for admission and thereby removed from the permanent waiting list.
- The School may, in its sole discretion, decide to institute one lottery system and permanent waiting list, or may decide to institute separate lottery systems and permanent waiting lists for each age or grade.

*Ohio:* R.C. 3314.06; R.C. 3313.98; R.C. 3314.03(A)(11)(32) and (33). *Cross Reference:* Policy No. **3512**, Kindergarten Admission.

**Enrollment Information**

**Admission and Enrollment**

If your child is between six and 18 years of age, or if your child is under age six but has been enrolled in kindergarten, he or she is "of compulsory school age" in Ohio.

Admission to \_\_\_\_\_ ("the School") is open to any individual between the ages of five and 22 who is entitled to attend school under state law. To attend kindergarten at the School, a child must be five years old by August 1 or September 30 of the year of admission. Children under the age of five may be admitted under certain circumstances provided under Ohio law. If your child is not five years old by August 1 or September 30, your child may be admitted if he or she has been recommended in accordance with the School's acceleration policy. The child shall be evaluated for early admittance upon referral by the child's parent or guardian, an educator employed by the School, a preschool educator who knows the child, or a pediatrician or psychologist who knows the child. The School's referral form is available at Form No. **3512.1**, Early Entrance to Kindergarten.

The School will not deny a transferring student admission, based on the student's age, if the student had been admitted to kindergarten by another school.

In making admission decisions, the School shall not discriminate on the basis of race, color, creed, sex, or disabling condition. The School will comply with all federal and state laws regarding the education of students with disabilities.

The School does not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. The School will not offer or give any monetary payment or in-kind gift to any student or student's family as an incentive for the student to enroll in the School.

The School restricts admission to students who reside in Ohio. The Parent or Guardian of the Student or Student (age 18 or over), shall notify the School when there is a change in the Parent/Guardian or Student's primary residence.

If the number of applicants exceeds the capacity restrictions of the School, students will be admitted based on a lottery system, with the following students given preference:

- students who attended the School the previous year;
- siblings of students attending the School the previous year;
- students who are the children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than 5% of the School's total enrollment; and
- students who reside in the district in which the School is located.

The lottery system adopted by the School functions as described below.

- Each applicant exceeding the capacity of the School shall be assigned a number.

- A neutral third party will randomly select numbers, and as each number is selected, the respective student is placed on the permanent waiting list. Once placed on the permanent waiting list, the student retains the position from year-to-year unless the student is no longer an eligible student, is no longer interested in admission, or is selected for admission and thereby removed from the permanent waiting list.
- The School may, in its sole discretion, decide to institute one lottery system and permanent waiting list, or may decide to institute separate lottery systems and permanent waiting lists for each age or grade.

### Records and Documentation

Upon admission into the School, all students shall be required to provide the following:

- any records from the public or nonpublic elementary or secondary school the student most recently attended;
- if issued and applicable, a certified copy of an order or decree, or modification of such an order or decree, allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child<sup>1</sup>;
- a copy of a power of attorney or caretaker authorization affidavit, if either has been executed with respect to the child; and
- a birth certificate or one of the following comparable documents: (1) a certification of birth; (2) Passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) An attested transcript of the certificate of birth; (4) An attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) An attested transcript of a hospital record showing the date and place of birth of the child; (6) A birth affidavit.

Upon enrolling a student, the School will request records within 24 hours from the school your student most recently attended. If the records are not received within seven days, a second request will be made, and the Head Administrator shall directly contact the school.

You or your student must notify the School if the student is under the care of a shelter for victims of domestic violence at the time of initial enrollment. Upon being so informed, the School will inform the elementary or secondary school from which it requests the student's records of that fact.

If the school your student claims to have most recently attended indicates that it has no record of the student's attendance or the records are not received within 14 days of the date of request, or if the student does not present a birth certificate or comparable document (listed above), the Head Administrator shall notify the law enforcement agency having jurisdiction in the area where the student resides of this fact and of the possibility that the student may be a missing child.

A student who has been discharged or released from the custody of the department of youth services under R.C. 5139.51 just prior to requesting admission to the School will not be admitted

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<sup>1</sup> After enrollment, whenever there is a modification of any order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child that has been submitted to the School, the residential parent shall provide the School with a certified copy of the order or decree that makes the modification.

until the records described in R.C. 2152.18 (D)(4)(a) to (d) have been received by the Head Administrator.

The School will not deny admission to a protected child placed in a foster home or residential facility (as defined in the Ohio Revised Code) solely because the protected child does not present a birth certificate or comparable document. However, the protected child or the protected child's parent, custodian, or guardian shall present a birth certificate or comparable document (listed above) within 90 days after the protected child's entry to the School.

The School will comply with all records requests within two business days, make copies of the student's records, and keep the records on file.

If an order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child, including a temporary order, is issued resulting from an action of divorce, alimony, annulment, or dissolution of marriage, and the order or decree pertains to a child enrolled in the School, the residential parent of the child shall provide the School with a certified copy of the order or decree.

#### School Performance Notification

As part of the admissions process, you are entitled to receive the enclosed copy of the most recent report card for the School.

*Ohio:* R.C. 3313.6411, R.C. 3313.672, R.C. 3314.06, R.C. 3321.01.

# Attachment 10



**Enrollment**

3510

### **Admission Procedure**

Admission is open to any individual between the ages of five (5) and twenty-two (22) who, pursuant to state law, is entitled to attend school. In making admission decisions, the School shall not discriminate on the basis of race, color, creed, sex, or disabling condition.

The School shall restrict admission to [Sub-section of home district; home district; home and adjacent; all of Ohio].

If the number of applicants exceeds the capacity restrictions of the School, students will be admitted based on a lottery system, with the following students given preference:

- students who attended the School the previous year;
- siblings of students attending the School the previous year;
- students who are the children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than 5% of the School's total enrollment; and
- students who reside in the district in which the School is located.

The lottery system adopted by the School functions as described below.

- Each applicant exceeding the capacity of the School shall be assigned a number.
- A neutral third party will randomly select numbers, and as each number is selected, the respective student is placed on the permanent waiting list. Once placed on the permanent waiting list, the student retains the position from year-to-year unless the student is no longer an eligible student, is no longer interested in admission, or is selected for admission and thereby removed from the permanent waiting list.
- The School may, in its sole discretion, decide to institute one lottery system and permanent waiting list, or may decide to institute separate lottery systems and permanent waiting lists for each age or grade.

*Ohio:* R.C. 3314.06; R.C. 3313.98.

*Cross Reference:* Policy 3512, Kindergarten Admission.



**Kindergarten Admission**

In order to attend kindergarten a child must be 5 years old by September 30 of the year of admission, although the School may establish the earlier cut-off date of August 1.

**Exception for Recommended Admittance**

A child that does not meet the age requirements may be admitted if the child has been recommended in accordance with the School's acceleration policy. The child shall be evaluated for early admittance upon referral by the child's parent or guardian, an educator employed by the School, a preschool educator who knows the child, or a pediatrician or psychologist who knows the child. The School's referral form is available at, Form **3512.1**, Early Entrance to Kindergarten.

**Exception for Transfer Student Admission**

The School will not deny a transferring student admission, based on the student's age, if the student had been admitted to kindergarten by another school.

*Ohio:* R.C. 3314.06, R.C. 3314.08, R.C. 3321.01.

*Cross Reference:* Policy 3511, Admission Procedure; Form 3512.1, Early Entrance to Kindergarten.

**Early Entrance To Kindergarten**

*Adopted from the Ohio Department of Education Referral Form*

REFERRAL FOR:

Child Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

The child I am referring will be 5 years old before August 1: Yes \_\_\_\_\_ No \_\_\_\_\_

*Children who will benefit from early entrance may not exhibit all of the characteristics listed below; however, strong candidates will exhibit more of these characteristics than other children.*

**What to look for in the areas of ability/achievement/aptitude/behavior?**

*My child seems advanced beyond other children his/her age in these ways:*

- Understands the meanings and use of words better than other children his/her age;
- Is curious about many things and asks questions often;
- Is very good at working puzzles or solving problems;
- Has a great sense of humor and understands jokes more than other children his/her age;
- Has a good memory and remembers details of conversations or stories;
- Is interested in difficult concepts such as time and space;
- Concentrates on certain activities much longer than other children his/her age;
- Reads (and understands text) in picture books or chapter books;
- Figures out math-related problems better than other children his/her age.

**What are some important school and academic factors?**

*My child:*

- Enjoys learning new information or skills;
- Participates in community-sponsored activities such as sports, dance, gymnastics, library and museum programs;
- Believes he/she is capable of succeeding at new tasks.

**What are some important developmental factors?**

*My child has the following developmental characteristics;*

- He/she has average fine and large motor coordination (i.e., holding a pencil, skipping);
- He/she is able to use the computer to play games or find information.

**What are some important interpersonal skills for entering school?**

*My child:*

- Thoughtfully considers feedback and criticism and modifies behavior appropriately;
- Often behaves in a way that is positive and effective;
- Has good interpersonal skills with age-mates, as well as with both older and younger children and with adults;
- Has excellent interpersonal relationships with adults in a teaching role.

**What are some important attitudes and supports necessary for success in school?**

My child is enthusiastic about going to kindergarten or first grade.

*As a parent or guardian* I understand that a child's success in school depends on support provided at home. I am able to give my child additional support to help in his/her transition to a new setting with much higher academic demands than he/she encountered in preschool.

**Some considerations:**

*My child:*

- Has one or more older siblings in the grade in which he/she will be placed if admitted by early entrance which may cause social/emotional issues in the family. In which case, acceleration may not be advisable.
- Often did not want to attend preschool or missed preschool often because of illness or family issues.

**I believe that my child exhibits a number of the characteristics listed above that indicate he/she might benefit by entering Kindergarten. I have reviewed the considerations and do not feel they would negatively impact my child's success in school. I request evaluation for my child for possible early entrance to kindergarten.**

Name: \_\_\_\_\_ Relationship to Child: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

---

The referral request will be processed and parents will receive the final determination for early entrance in 45-60 days from the date the referral is received.

School Representative Receiving Referral \_\_\_\_\_

School \_\_\_\_\_

Date \_\_\_\_\_



**Required Community School Notice**

The School shall distribute Form **3516.1**, Required Community School Notice, in writing to parents of students of the School upon the student's enrollment in the School. The Head Administrator shall be responsible for assuring that Form **3516.1** is distributed.

*Ohio:* R.C. 3314.041.

*Cross Reference:* Form 3516.1, Required Community School Notice.

**Required Community School Notice**

Under R.C. 3314.041, the governing authority of each community school and any operator of such school shall distribute to parents of students of the school upon their enrollment in the school the following statement in writing:

The (NAME OF SCHOOL) is a community school established under Chapter 3314 of the Revised Code. The school is a public school and students enrolled in and attending the school are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter contact the school administration or the Ohio Department of Education.

**Address Verification**

For purposes of reporting which school districts the enrolled students are entitled to attend, the School shall require each enrolled student to submit one of the following documents to verify their home address:

- a deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill;
- a utility bill or receipt of utility installation issued within ninety days of enrollment;
- a paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
- the most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence; or
- any other official document issued to the parent or student that includes the address of the parent's or student's primary residence.

This Policy supercedes any contrary or additional requirements imposed by the respective public school district.

*Ohio:* R.C. 3314.11.

*Cross Reference:* Policy 3515, Required Documents upon Admission.

### **Required Documents Upon Admission**

The School and Ohio law require certain documents, records, and other information be provided upon the student's enrollment in the School. The Head Administrator is hereby directed to develop and implement rules and procedures as necessary to ensure that the School complies with this Policy and all other applicable laws.

#### **Records and Documentation**

Upon admission into the School, all students shall be required to provide the following:

- any records from the public or nonpublic elementary or secondary school the student most recently attended,
- if issued and applicable, a certified copy of an order or decree, or modification of such an order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child,
- if executed and applicable, a copy of a power of attorney or caretaker authorization affidavit, if either has been executed with respect to the child, and
- a birth certificate or Comparable Document, as defined below.

Upon enrolling a student, the School shall make a request for records within twenty-four (24) hours from the school the student most recently attended. If the records are not received within seven (7) days, a second request will be made and the Head Administrator shall directly contact the school.

If the school the student claims to have most recently attended indicates that it has no record of the student's attendance or the records are not received within fourteen (14) days of the date of request, or if the student does not present a birth certificate or other Comparable Document, the Head Administrator shall notify the law enforcement agency having jurisdiction in the area where the student resides of this fact and of the possibility that the student may be a missing child

A Comparable Document is defined to include any of the following: (1) a certification of birth; (2) Passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) An attested transcript of the certificate of birth; (4) An attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) An attested transcript of a hospital record showing the date and place of birth of the child; (6) A birth affidavit.

### Protected Child Admission

For purposes of this Policy, a Protected Child is defined as a child placed in a Foster Home or Residential Facility, as defined in the Revised Code.

The School shall not deny a Protected Child admission to the School solely because the Protected Child does not present a birth certificate or Comparable Document. However, the Protected Child or the Protected Child's parent, custodian or guardian shall present a birth certificate or Comparable Document within ninety days after the Protected Child's entry to the School

### Receiving Records Requests

The School shall comply with all records requests within two (2) business days. The School shall make copies of the student's records and keep the records on file.

### Grandparent Caretaker Requirements

A child who is living with and being cared for by grandparents may enroll in and attend the School, so long as the Grandparents/caretaker provide the documents and records above and all of the following documents:

- *Power of Attorney.* Under Ohio law, A child's parent, guardian, or custodian may create a power of attorney that grants to the grandparent with whom the child is residing any of the parent's, guardian's, or custodian's rights and responsibilities regarding the care, physical custody, and control of the child, including the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. The power of attorney does not affect the rights of the parent, guardian, or custodian of the child in any future proceeding concerning custody of the child or the allocation of parental rights and responsibilities for the care of the child and does not grant legal custody to the attorney in fact. To create a Power of Attorney, an individual must use Form **3515.1**, Grandparent Power of Attorney.
- *Caretaker Authorization Affidavit.* A caretaker authorization form, included as Form **3515.2**, is a document that authorizes the grandparent to exercise care, physical custody, and control of the child, including, but not limited to, the authority to enroll the child in school, the discuss with the school the child's educational progress, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. Such a form can only executed by grandparent if the grandparent has made reasonable attempts to locate or contact the child's parents but has been unable to do so. To create a Caretaker Authorization Affidavit, an individual must use Form **3515.2**, Caretaker Authorization Affidavit.

The Power of Attorney and/or Caretaker Authorization Affidavit are terminated if (1) revoked in writing and notice is provided; (2) the child ceases to reside with the grandparent; (3) court order; (4) the child's death; or (5) the grandparent's death.

Ohio law prohibits individuals from executing the Power of Attorney or the Caretaker Authorization Affidavit if the purpose is to enroll the child in the School so that the child may participate in academic or interscholastic activities offered by the School. Power of Attorney or Caretaker Authorization Affidavits submitted for this reason are void and are punishable as a misdemeanor of the first degree.

*Ohio:* R.C. 3313.672, R.C. 3109.52, R.C. 3109.65, R.C. 3109.80, R.C. 3109.78.

*Cross Reference:* Policy 3833, Tracking Missing Children; Form 3515.1, Grandparent Power of Attorney; Form 3515.2, Caretaker Authorization Affidavit.



**Grandparent Power of Attorney**

*Ohio requires this form be used as it is identical to R.C. 3109.53*

I, the undersigned, residing at \_\_\_\_\_, in the county of \_\_\_\_\_, state of \_\_\_\_\_, hereby appoint the child's grandparent, \_\_\_\_\_, residing at \_\_\_\_\_, in the county of \_\_\_\_\_, in the state of Ohio, with whom the child of whom I am the parent, guardian, or custodian is residing, my attorney in fact to exercise any and all of my rights and responsibilities regarding the care, physical custody, and control of the child, \_\_\_\_\_, born \_\_\_\_\_, having social security number (optional) \_\_\_\_\_, except my authority to consent to marriage or adoption of the child \_\_\_\_\_, and to perform all acts necessary in the execution of the rights and responsibilities hereby granted, as fully as I might do if personally present. The rights I am transferring under this power of attorney include the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. This transfer does not affect my rights in any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child. This transfer does not terminate my right to have regular contact with the child.

I hereby certify that I am transferring the rights and responsibilities designated in this power of attorney because one of the following circumstances exists:

- 1) I am: (a) Seriously ill, incarcerated or about to be incarcerated, (b) Temporarily unable to provide financial support or parental guidance to the child, (c) Temporarily unable to provide adequate care and supervision of the child because of my physical or mental condition, (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable, or (e) In or about to enter a residential treatment program for substance abuse;
- 2) I am a parent of the child, the child's other parent is deceased, and I have authority to execute the power of attorney; or
- 3) I have a well-founded belief that the power of attorney is in the child's best interest.

I hereby certify that I am not transferring my rights and responsibilities regarding the child for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school or district.

I understand that this document does not authorize a child support enforcement agency to redirect child support payments to the grandparent designated as attorney in fact. I further understand that to have an existing child support order modified or a new child support order issued administrative or judicial proceedings must be initiated.

If there is a court order naming me the residential parent and legal custodian of the child who is the subject of this power of attorney and I am the sole parent signing this document, I hereby certify that one of the following is the case:

- (1) I have made reasonable efforts to locate and provide notice of the creation of this power of attorney to the other parent and have been unable to locate that parent;
- (2) The other parent is prohibited from receiving a notice of relocation; or
- (3) The parental rights of the other parent have been terminated by order of a juvenile court.

This POWER OF ATTORNEY is valid until the occurrence of whichever of the following events occurs first: (1) I revoke this POWER OF ATTORNEY in writing and give notice of the revocation to the grandparent designated as attorney in fact and the juvenile court with which this POWER OF ATTORNEY was filed; (2) the child ceases to reside with the grandparent designated as attorney in fact; (3) this POWER OF ATTORNEY is terminated by court order; (4) the death of the child who is the subject of the power of attorney; or (5) the death of the grandparent designated as the attorney in fact.

**WARNING: DO NOT EXECUTE THIS POWER OF ATTORNEY IF ANY STATEMENT MADE IN THIS INSTRUMENT IS UNTRUE. FALSIFICATION IS A CRIME UNDER SECTION 2921.13 OF THE REVISED CODE, PUNISHABLE BY THE SANCTIONS UNDER CHAPTER 2929. OF THE REVISED CODE, INCLUDING A TERM OF IMPRISONMENT OF UP TO 6 MONTHS, A FINE OF UP TO \$1,000, OR BOTH.**

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Parent/Custodian/Guardian's signature

\_\_\_\_\_  
Parent's signature

\_\_\_\_\_  
Grandparent designated as attorney in fact

State of Ohio                    )  
  ) ss:  
County of \_\_\_\_\_)

Subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## Notices Regarding Grandparent Power of Attorney

1. A power of attorney may be executed only if one of the following circumstances exists: (1) The parent, guardian, or custodian of the child is: (a) Seriously ill, incarcerated or about to be incarcerated; (b) Temporarily unable to provide financial support or parental guidance to the child; (c) Temporarily unable to provide adequate care and supervision of the child because of the parent's, guardian's, or custodian's physical or mental condition; (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable; or (e) In or about to enter a residential treatment program for substance abuse; (2) One of the child's parents is deceased and the other parent, with authority to do so, seeks to execute a power of attorney; or (3) The parent, guardian, or custodian has a well-founded belief that the power of attorney is in the child's best interest.
2. The signatures of the parent, guardian, or custodian of the child and the grandparent designated as the attorney in fact must be notarized by an Ohio notary public.
3. A parent, guardian, or custodian who creates a power of attorney must notify the parent of the child who is not the residential parent and legal custodian of the child unless one of the following circumstances applies: (a) the parent is prohibited from receiving a notice of relocation in accordance with section 3109.051 of the Revised Code of the creation of the power of attorney; (b) the parent's parental rights have been terminated by order of a juvenile court pursuant to Chapter 2151. of the Revised Code; (c) the parent cannot be located with reasonable efforts; (d) both parents are executing the power of attorney. The notice must be sent by certified mail not later than five days after the power of attorney is created and must state the name and address of the person designated as the attorney in fact.
4. A parent, guardian, or custodian who creates a power of attorney must file it with the juvenile court of the county in which the attorney in fact resides, or any other court that has jurisdiction over the child under a previously filed motion or proceeding. The power of attorney must be filed not later than five days after the date it is created and be accompanied by a receipt showing that the notice of creation of the power of attorney was sent to the parent who is not the residential parent and legal custodian by certified mail.
5. A parent, guardian, or custodian who creates a second or subsequent power of attorney regarding a child who is the subject of a prior power of attorney must file the power of attorney with the juvenile court of the county in which the attorney in fact resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding. On filing, the court will schedule a hearing to determine whether the power of attorney is in the child's best interest.
6. This power of attorney does not affect the rights of the child's parents, guardian, or custodian regarding any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child.
7. A person or entity that relies on this power of attorney, in good faith, has no obligation to make any further inquiry or investigation.
8. This power of attorney terminates on the occurrence of whichever of the following occurs first: (1) one year elapses following the date the power of attorney is notarized; (2) the power of attorney is revoked in writing by the person who created it; (3) the child ceases to live with the grandparent who is the attorney

in fact; (4) the power of attorney is terminated by court order; (5) the death of the child who is the subject of the power of attorney; or (6) the death of the grandparent designated as the attorney in fact.

9. If this power of attorney terminates other than by the death of the attorney in fact, the grandparent who served as the attorney in fact shall notify, in writing, all of the following:
  - a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;
  - b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the other person or entity would reasonably rely on the power of attorney unless notified of the termination;
  - c) The court in which the power of attorney was filed after its creation; and
  - d) The parent who is not the residential parent and legal custodian of the child who is required to be given notice of its creation. The grandparent shall make the notifications not later than one week after the date the power of attorney terminates.
10. If this power of attorney is terminated by written revocation of the person who created it, or the revocation is regarding a second or subsequent power of attorney, a copy of the revocation must be filed with the court with which that power of attorney was filed.

Additional information:

To the grandparent designated as attorney in fact:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this power of attorney. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the power of attorney unless notified. The notification must be made not later than one week after the child stops living with you.
2. You must include with the power of attorney the following information:
  - (a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;
  - (b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;
  - (c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;
  - (d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child
  - (e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused child or a neglected child or previously have been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.

To school officials:

1. Except as provided in section 3313.649 of the Revised Code, this power of attorney, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent designated as attorney in fact resides and that grandparent is authorized to provide consent in all school-related matters and to obtain from the school district educational and behavioral information about the child. This power of attorney does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.
2. The school district may require additional reasonable evidence that the grandparent lives in the school district.
3. A school district or school official that reasonably and in good faith relies on this power of attorney has no obligation to make any further inquiry or investigation.

To health care providers:

1. A person or entity that acts in good faith reliance on a power of attorney to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the power of attorney, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the power of attorney is completed and the signatures of the parent, guardian, or custodian of the child and the grandparent designated as attorney in fact are notarized.
2. The decision of a grandparent designated as attorney in fact, based on a power of attorney, shall be honored by a health care facility or practitioner, school district, or school official.

**Caretaker Authorization Affidavit**

*Use of this affidavit is required and authorized by sections 3109.65 to 3109.73 of the Ohio Revised Code. Completion of items 1-7 and the signing and notarization of this affidavit is sufficient to authorize the grandparent signing to exercise care, physical custody, and control of the child who is its subject, including authority to enroll the child in school, to discuss with the school district the child's educational progress, to consent to all school-related matters regarding the child, and to consent to medical, psychological, dental treatment for the child.*

The child named below lives in my home, I am 18 years of age or older, and I am the child's grandparent.

1. Name of child: \_\_\_\_\_
2. Child's date and year of birth: \_\_\_\_\_
3. Child's social security number (optional): \_\_\_\_\_
4. My name: \_\_\_\_\_
5. My home address: \_\_\_\_\_
6. My date and year of birth: \_\_\_\_\_
7. My Ohio driver's license number or identification card number: \_\_\_\_\_
8. Despite having made reasonable attempts, I am either:
  - a. Unable to locate or contact the child's parents, or the child's guardian or custodian; or
  - b. I am unable to locate or contact one of the child's parents and I am not required to contact the other parent because paternity has not been established; or
  - c. I am unable to locate or contact one of the child's parents and I am not required to contact the other parent because there is a custody order regarding the child and one of the following is the case:



- i. The parent has been prohibited from receiving notice of a relocation; or
- ii. The parental rights of the parent have been terminated.

9. I hereby certify that this affidavit is not being executed for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school district.

I understand that this document does not authorize a child support enforcement agency to redirect child support payments. I further understand that to have an existing child support order modified or a new child support order issued administrative or judicial proceedings must be initiated.

**WARNING: DO NOT SIGN THIS FORM IF ANY OF THE ABOVE STATEMENTS ARE INCORRECT. FALSIFICATION IS A CRIME UNDER SECTION 2921.13 OF THE REVISED CODE, PUNISHABLE BY THE SANCTIONS UNDER CHAPTER 2929. OF THE REVISED CODE, INCLUDING A TERM OF IMPRISONMENT OF UP TO 6 MONTHS, A FINE OF UP TO \$1,000, OR BOTH.**

I declare that the foregoing is true and correct:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grandparent

State of Ohio            )  
                                  ) ss:  
County of                )

Subscribed, sworn to, and acknowledged before me this \_\_\_\_ day of, \_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

### Notices of Caretaker Authorization

1. The grandparent's signature must be notarized by an Ohio notary public.
2. The grandparent who executed this affidavit must file it with the juvenile court of the county in which the grandparent resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding not later than five days after the date it is executed.
3. This affidavit does not affect the rights of the child's parents, guardian, or custodian regarding the care, physical custody, and control of the child, and does not give the grandparent legal custody of the child.
4. A person or entity that relies on this affidavit, in good faith, has no obligation to make any further inquiry or investigation.
5. This affidavit terminates on the occurrence of whichever of the following occurs first: (1) the child ceases to live with the grandparent who signs this form; (2) the parent, guardian, or custodian of the child acts to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit, and the grandparent either voluntarily returns the child to the physical custody of the parent, guardian, or custodian or fails to file a complaint to seek custody within fourteen days (3) the affidavit is terminated by court order; (4) the death of the child who is the subject of the affidavit; or (5) the death of the grandparent who executed the affidavit.

A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

If this affidavit terminates other than by the death of the grandparent, the grandparent who signed this affidavit shall notify, in writing, all of the following:

- (a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;
- (b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the person or entity would reasonably rely on the affidavit unless notified of the termination;
- (c) The court in which the affidavit was filed after its creation.

The grandparent shall make the notifications not later than one week after the date the affidavit terminates.

6. The decision of a grandparent to consent to or to refuse medical treatment or school enrollment for a child is superseded by a contrary decision of a parent, custodian, or guardian of the child, unless the decision of the parent, guardian, or custodian would jeopardize the life, health, or safety of the child.

**Additional information:**To caretakers:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this affidavit. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the affidavit unless notified. The notifications must be made not later than one week after the child stops living with you.
2. If you do not have the information requested in item 7 (Ohio driver's license or identification card), provide another form of identification such as your social security number or medicaid number.
3. You must include with the caretaker authorization affidavit the following information:
  - (a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;
  - (b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;
  - (c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;
  - (d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child;
  - (e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child's being an abused child or a neglected child or previously have been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.
4. If the child's parent, guardian, or custodian acts to terminate the caretaker authorization affidavit by delivering a written notice of negation, reversal, or disapproval of an action or decision of yours or removes the child from your home and if you believe that the termination or removal is not in the best interest of the child, you may, within fourteen

days, file a complaint in the juvenile court to seek custody. You may retain physical custody of the child until the fourteen-day period elapses or, if you file a complaint, until the court orders otherwise.

To school officials:

1. This affidavit, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent who signed this affidavit resides and the grandparent is authorized to provide consent in all school-related matters and to discuss with the school district the child's educational progress. This affidavit does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.
2. The school district may require additional reasonable evidence that the grandparent lives at the address provided in item 5 of the affidavit.
3. A school district or school official that reasonably and in good faith relies on this affidavit has no obligation to make any further inquiry or investigation.
4. The act of a parent, guardian, or custodian of the child to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit constitutes termination of this affidavit. A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

To health care providers:

1. A person or entity that acts in good faith reliance on a CARETAKER AUTHORIZATION AFFIDAVIT to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the affidavit, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the applicable portions of the form are completed and the grandparent's signature is notarized.
2. The decision of a grandparent, based on a CARETAKER AUTHORIZATION AFFIDAVIT, shall be honored by a health care facility or practitioner, school district, or school official unless the health care facility or practitioner or educational facility or official has actual knowledge that a parent, guardian, or custodian of a child has made a contravening decision to consent to or to refuse medical treatment for the child.
3. The act of a parent, guardian, or custodian of the child to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit constitutes termination of this affidavit. A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation,

reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

Form No. 3515.3

**Records Request of Certain Students**

[DELETE BEFORE SENDING: Only use this letter when the transferring student has had a complaint filed alleging the student is an abused, neglected, or the transferring student has been adjudicated abused, neglected, or dependent]

[Date]

[Name & Address]

Dear \_\_\_\_\_:

This letter is a request for all the records you have of \_\_\_\_\_. As you may know, \_\_\_\_\_ has transferred to Bridges Community Academy. As stated under Ohio Revised Code § 3313.672, we are required to obtain, and you are required by law to transfer, all of the student's official records. We ask that you comply with this request as quickly as possible so we can ensure that \_\_\_\_\_ is able to continue to receive an education.

As you may know, new law effective October 11, 2013 prohibits you from withholding grades, credits, official transcripts, IEPs, 504 plans, or diplomas for students like \_\_\_\_\_. R.C. 3313.642. Therefore, we respectfully request that you immediately transfer all of the student's transcripts, records, IEPs, and 504 plans immediately.

Sincerely,

Head Administrator





**Record Request of Transferring Students**

[DELETE BEFORE SENDING: Use this letter when the transferring student is not subject to special rules stated in Policy 3515]

[Date]

[Name & Address]

Dear \_\_\_\_\_:

This letter is a request for all the records you have of \_\_\_\_\_. As you may know, \_\_\_\_\_ has transferred to BRIDGES COMMUNITY ACADEMY. As stated under Ohio Revised Code § 3313.672, we are required to obtain, and you are required by law to transfer, all of the student's official records. We ask that you comply with this request as quickly as possible so we can ensure that \_\_\_\_\_ is able to continue to receive an education.

Should we not receive the records from you, we will be required by law to contact the proper law enforcement agencies and notify them that the student may be a missing child. R.C. § 3313.672. Furthermore, to the extent that you are withholding the student's records pursuant to R.C. § 3313.642, the section does not permit you to withhold the student's transcripts, records, IEPs, and 504 plans. Therefore, we respectfully request that you transfer all of the student's transcripts, records, IEPs, and 504 plans immediately.

Sincerely,

Head Administrator

### **Homeless Children and Youth Placement**

In accordance with the McKinney-Vento Homeless Assistance Act and Ohio law, the School believes all homeless children have a right to equal educational opportunities. The School shall provide services to each homeless child or youth that is comparable to services offered to other students in the School.

A “homeless” child or youth is an individual that lacks a fixed, regular and adequate night time residence and includes an individual that:

- is “doubling up” or is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- is living in a motel, hotel, trailer park or campground due to the lack of alternative adequate accommodations;
- is living in emergency or transitional shelters;
- is abandoned in a hospital;
- is awaiting foster care;
- has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- is living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or
- is a migratory child as defined by the McKinney-Vento Act and Federal Law.

### **School Placement & Enrollment**

In determining where a homeless child or youth attends school, the School shall place the child according to the child’s best interest. The determination shall be based on the following:

- when a child becomes homeless during the school year or in between school years, the School shall continue the child’s education in the school of origin for the duration of homelessness;
- if the child becomes permanently housed during an academic year, the School shall continue the child’s education in the school of origin for the remainder of the academic year;
- enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend; and
- factors a school may consider include: the child’s age, the distance of a commute, personal safety issues, the student’s need for special instruction, length of anticipated in a temporary shelter, time remaining in the school year.

The School shall keep a homeless child or youth in the “school of origin” unless the “school of origin” is contrary to the wishes of the child or youth’s parent guardian. The school of origin is the school the student attended when permanently housed or last enrolled. If the School wishes to send a homeless child to a school other than the school of origin or the school requested, the School must provide a written notice containing an explanation and a statement regarding the right to

appeal the decision. The written notice explanation must be provided to the parent or guardian. The process for resolving disputes is discussed below.

Homeless students should be enrolled immediately. Enrollment shall occur even if the student does not have the enrollment records required by the School. The School shall contact the school last attended by the student to obtain health records and shall immediately refer the homeless child's parent or guardian to the School's homeless liaison so additional documents may be obtained. The School must obtain all records in a timely fashion.

Enrolled homeless students shall be provided services comparable to services offered to other students in the school. Services include, but are not limited to: transportation, programs in vocational and technical education, programs for gifted and talented students, school nutrition programs, and before/after school programs.

### Disputes Regarding Placement

Should a dispute arise, the dispute resolution process should follow these guidelines. The dispute resolution process shall be as informal and accessible as possible, allowing for impartial and complete review. Students are to be provided with all services for which they are eligible while the dispute is being resolved. Parents, guardians and unaccompanied youth should be able to initiate the resolution process directly at the school they choose, as well as at the district LEA homeless liaison's office. Parents, guardians, and unaccompanied youth should be informed that they can provide written or oral documentation to support their views. Written documentation should be complete, as brief as possible, simply stated, and be provided in a language the parent, guardian, or unaccompanied youth can understand.

Should a dispute arise over school selection or enrollment in a school the following procedure is to be followed:

- The Local Education Agency (LEA) shall provide the parent or guardian with a written explanation of the school's decision regarding school selection or enrollment.
- The LEA shall inform the parent or guardian in writing of their right to appeal the decision.
- Should the dispute continue the LEA shall refer the parent or guardian to the local LEA liaison who shall review the complaint and issue an opinion in writing to the parent or guardian.
- Should the dispute continue the LEA liaison shall assist the parties involved in presenting the situation to the Ohio Department of Education homeless education coordinator.
- The homeless education coordinator shall recommend a decision for distribution to the parent, local superintendent and local educational agency liaison.
- Should the dispute continue the final appeal is made to the State Superintendent of Public Instruction for review and disposition.

### Liaison for Homeless Children

The Head Administrator shall appoint a Liaison for Homeless Children. The Liaison will perform, coordinate, and collaborate with the State Coordinator for the Education of Homeless Children and Youth and shall work to ensure the School complies with this policy and all applicable law.

### Transportation

The School shall provide transportation, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin, if:

- The child continues to live in the area served by the LEA in which the school of origin is located, the child's transportation to and from the school of origin shall be provided or arranged by the local educational agency in which the school of origin is located.
- The homeless child's living arrangements in the area served by the LEA of origin terminate and the child or youth, though continuing his or her education in the school of origin, begins living in an area served by another LEA, the LEA of origin and the LEA in which the homeless child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the LEAs are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally.

*Federal:* 42 U.S.C. 11431, et seq.

**Identification of Homeless Children and Youth Form**

Student Name: \_\_\_\_\_ Student Social Security Number: \_\_\_\_\_

Under federal law, the School identifies all homeless children. A “homeless” child or youth is defined as an individual that lacks a fixed, regular and adequate night time residence. If your child is not homeless please sign below and do not complete the rest of the form. If you are unsure if your child may be considered homeless, please complete the rest of the form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Where is the student currently living:

(Mark an “X” next to all that apply)

	Motel, hotels, camping grounds, or shelter
	A house with another family
	A house with other family members
	Other: (Please explain)

Please identify all persons the student currently lives with and state their relationship to the Student (parent, relative, friend):

- Adults (Name/Relationship)

\_\_\_\_\_

- Siblings

\_\_\_\_\_

**INFORMATION BELOW IS TO BE COMPLETED BY THE SCHOOL**

School Liaison: \_\_\_\_\_

Enrollment Decision: \_\_\_\_\_

**INFORMATION BELOW IS TO BE COMPLETED BY THE PARENT/GUARDIAN AFTER THE SCHOOL MAKES AN ENROLLMENT DECISION**

By law, you have the right to appeal the School’s Enrollment Decision. If you do appeal, your child will still be permitted to enroll in the school of your choice until the appeal process is completed. Once the appeal is completed, the child will be enrolled in the appropriate school.

I (circle one) DO / DO NOT exercise my right to appeal the School’s Enrollment Decision.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If you decided to appeal the decision, please complete the appeal form.

**Appeal of School's Enrollment Decision**

Please state your reason for appeal:

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Please state the school that you choose your child to be enrolled until this appeal is completed:

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Is the school identified above, the school your child attended before becoming homeless or where your child was last enrolled?

Circle One:    Yes    No

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**TO BE COMPLETED BY HEAD ADMINISTRATOR**

Date Notice of Appeal was Received \_\_\_\_\_. Action must be taken within ten (10) business days after receiving notice of the appeal. Action was taken within \_\_\_\_ business days.

Explain the action taken to resolve the Dispute:

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Identify final resolution of the Dispute:

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**To the parent/guardian.** You have the right to appeal this decision to Ohio Department of Education. Appeals may be made by sending an appeal to the following address:

Ohio Department of Education  
25 S. Front Street  
Columbus, OH 43215-4183



### **Suspension & Expulsion Policy**

The Governing Authority understands the severity of excluding a student from the School. The Governing Authority, however, will not tolerate violent, dangerous, disruptive, or inappropriate behavior by students that substantially impedes the School from accomplishing its educational mission. The following policy outlines when a student may be excluded from school, the procedure to follow, and the due process rights available to students.

Students may be excluded by:

- *Suspension.* A student may be removed temporarily from the School for a maximum of ten (10) days for misconduct and violating school rules. Depending on the nature of the suspension, a hearing may or may not be required.
- *Emergency Suspension.* A student may be removed *immediately* from the School, without formal due process procedures when the Head Administrator determines, at his or her discretion, that the student's continued presence at the School poses a danger to others or to property or is an ongoing threat.
- *Expulsion.* A student may be removed entirely for a period of (1) year or eighty (80) days depending on the severity of the student's behavior. All expulsions require a hearing.
- *Emergency Expulsion.* A student may be removed *immediately* from the School, without formal due process procedures when the Head Administrator determines, at his or her discretion, that the student's continued presence at the School poses a danger to others or to property or is an ongoing threat. The School shall then proceed to have a hearing within three days.

#### **Suspension**

A student may be suspended for a maximum of ten (10) days for misconduct and violating school rules. Suspensions imposed with fewer than ten (10) days left in the school year may be extended into the following school year at the discretion of the Head Administrator or his/her designee. Instead or in addition to serving a suspension, the student may be required to perform community service.

If the student is over the age of sixteen (16) and is being suspended for an action that warrants permanent exclusion, the Head Administrator may seek permanent exclusion.

Suspensions generally entitle students to a hearing, outlined below, except in the following two situations. First, students suspended from co-curricular or extra-curricular activities will not be entitled to notice, hearing, or appeal because participating in such activities is a privilege and not a right. Second, in-school suspensions are not subject to hearing.

*Suspension Procedure.* The following procedure shall apply to out-of-school suspension.

- Before imposing the suspension, the Student is provided a “Notice of Intent Suspend from School,” Form **3810.1**. The Notice shall provide the reasons for the proposed suspension.
- The Student is provided an informal hearing to challenge or otherwise explain the incident leading to the proposed suspension. The hearing will be conducted before the Head Administrator or his/her designee and the student may not call witnesses at the hearing.
- If the suspension is issued, the Head Administrator will notify, in writing, the following parties: the Student’s parents or guardian and the Treasurer, with a “Notice of Suspension from School,” Form **3810.3**. The written notification shall explain the reasons for the suspension. The student’s parents or guardian shall also be notified, in writing of “Notice to Parents/Guardians and Student Regarding your Child’s Suspension & Your Rights,” Form **3810.4**.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the “Notice of Intent to Suspend From School.” The Student or the Student’s parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon the suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

#### Emergency Suspension

A student may be removed immediately from the School or School property—without following the suspension or expulsion procedures—if the Head Administrator or his/her designee determines the student’s presence at the School creates (1) a health risk, (2) presents a danger to other persons or property or (3) seriously disrupt the School’s function.

Additionally, a student may be immediately removed from a curricular or extracurricular activities by a teacher. The student will be sent to the Head Administrator or his/her designee. The teacher must submit in writing the reasons for removal.

*Emergency Suspension Procedure.* The following procedure shall apply to Emergency Suspensions:

- Once removed from the activity or school premises, the School shall provide the student written notice “Notice of Emergency Suspension and Intent to Suspend from School,” Form **3810.2**, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.
- The hearing shall take place within three (3) school days from the time of the initial order. The hearing shall be held in accordance with the Suspension hearing rules unless it is probable that the student may be subject to expulsion, in which case the hearing shall be held in accordance with the Expulsion rules. The individual who ordered, caused, or requested the emergency suspension shall present at the hearing.

- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.
- If the suspension is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Suspension from School," Form **3810.3**. The written notification shall explain the reasons for the suspension. The student's parents or guardian shall also be notified, in writing of "Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights," Form **3810.4**.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the "Notice of Intent to Suspend from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

### Expulsion

A student may be expelled or totally removed from the education program for more than ten (10) days. Expulsions imposed with fewer days left in the school year than the expulsion requires may be extended into the following school year at the discretion of the Head Administrator or his/her designee. Instead of or in addition to serving an expulsion, the student may be required to perform community service. However, a student may not perform community service if he or she is expelled for bringing a firearm to School or onto School property.

During the student's expulsion, the School may continue educational services in an alternative setting.

*Offenses worthy of Expulsion.* Expellable offenses may be broken into three categories

1. Students must be expelled for one year for the following offense:

- Bringing a firearm to the School, onto School property, or on any property used or leased by the School for school; extracurricular events; or school-related events. On a case by case basis, the School may reduce this disciplinary action in accordance with section 3313.661 of the Revised Code.

2. Students may be expelled for a maximum of one (1) year for the following offenses:

- Bringing a firearm to an interscholastic competition, an extracurricular event, or any other school program or activity that is not located in a school or on property that is owned or controlled by the school district. On a case by case basis, the School may reduce this disciplinary action in accordance with section 3313.661 of the Revised Code.

- Bringing a knife or possessing a knife that was brought on by another person to the School, onto School property, or to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School.
- Making a bomb threat to a school building or any premises at which a school activity is occurring at the time under the threat.
- Committing an act that is a criminal offense when committed by an adult and the offense results in serious physical harm to persons or property, *while* the student is at school, on any other property owned or controlled by the Governing Authority, at an interscholastic competition, an extracurricular event, or any other school program or activity.

3. Students may be expelled up to eighty (80) school days for the following offenses:

- Serious misconduct.
- Serious violation of the School rules.
- Other cause.

A “firearm” is defined in accordance with 20 U.S.C. 7151 and means any weapon (including a starter gun which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receive of any such weapon, any firearm or firearm silence; or any destructive device.

A “knife” is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device that is used for, or is readily capable of causing death or serious bodily injury.

On a case by case basis, the head Administrator may reduce disciplinary action for all offenses involving firearms and knives.

*Expulsion Procedure.* The following procedure shall apply to Expulsions:

- Before enforcing the expulsion, the Student *and* his/her parent or guardian is provided a “Notice of Intent Expel from School,” Form **3810.5**. The Notice shall provide the reasons for the proposed expulsion, the time and place for the hearing.
- The Student is provided a hearing not less than three or more than five days after receiving the Notice. The student may challenge or otherwise explain incident leading to the proposed expulsion. The hearing will be before the Head Administrator or his/her designee and the student may not call witnesses at the hearing.
- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student’s parents or guardian and the Treasurer with a “Notice of Expulsion from School,” Form **3810.7**. The written notification shall explain the reasons for the suspension. The Student’s parents or guardians shall also be notified, in writing with a “Notice to Parents/Guardians and Student Regarding your Child’s Expulsion & Your Rights,” Form **3810.8**. The form shall explain the right to appeal to the Governing Authority, the method of appealing to the Governing Authority, and the right to request

that the hearing be held in executive session. If the expulsion is for more than twenty school days or if the expulsion will extend into the following semester or school year shall, the School shall also provide a “Notice of Assistance Programs for Expelled Students,” Form **3810.9**. The notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, that work toward improving those aspects of the student’s attitudes and behavior that contributed to the incident that gave rise to the student’s expulsion.

- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the “Notice of Intent to Expel from School.” The Student or the Student’s parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

The Head Administrator must continue to follow through on expellable offenses, even if the expelled student withdraws from the School prior to the hearing or Head Administrator’s decision.

#### Emergency Expulsion

A student may be removed immediately from the School or School property—without following the suspension or expulsion procedures—if the Head Administrator or his/her designee determines the student’s presence at the School creates (1) a health risk, (2) presents a danger to other persons or property or (3) seriously disrupt the School’s function.

Additionally, a student may be immediately removed from a curricular or extracurricular activities by a teacher. The student will be sent to the Head Administrator or his/her designee. The teacher must submit in writing the reasons for removal.

*Emergency Expulsion Procedure.* The following procedure shall apply to Emergency Expulsion:

- Once removed from the activity or school premises, the School shall provide the student written notice “Notice of Emergency Removal and Intent to Expel from School,” Form **3810.6**, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.
- The hearing shall take place within three (3) school days from the time of the initial order. The hearing shall be held in accordance with the Expulsion hearing rules. The individual who ordered, caused, or requested the emergency expulsion shall present at the hearing.
- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.
- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student’s parents or guardian and the Treasurer with a “Notice of Expulsion from School,” Form **3810.7**. The written notification shall explain the reasons for the

suspension. The Student's parents or guardians shall also be notified, in writing with a "Notice to Parents/Guardians and Student Regarding your Child's Expulsion & Your Rights," Form **3810.8**. The form shall explain the right to appeal to the Governing Authority, the method of appealing to the Governing Authority, and the right to request that the hearing be held in executive session. If the expulsion is for more than twenty school days or if the expulsion will extend into the following semester or school year shall, the School shall also provide a "Notice of Assistance Programs for Expelled Students," Form **3810.9**. The notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion.

- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the "Notice of Intent to Expel from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

#### Sealed Records

The School shall comply with any court order regarding the sealing of a current or former student's records under R.C. 2151.357; provided, however, that the School shall retain records as permitted under R.C. 2151.357 for any student who has been permanently excluded under Sections 3301.121 and 3313.62 of the Revised Code, where those records are regarding an adjudication that the student is a delinquent child that was used as the basis for the student's permanent expulsions. Except as permitted by Sections 3301.121, 3313.662, or 2151.358 of the Revised Code, no officer or employee of the School shall release, disseminate, or otherwise make available records of a student which have been sealed pursuant to R.C. 2151.357 for any purpose involving employment, bonding, licensing, or education to any person or to any department, agency, or other instrumentality of the state or of any of its political subdivisions any information or other data concerning any arrest, taking into custody, complaint, indictment, information, trial, hearing, adjudication, or correctional supervision.

#### General Policies regarding Exclusion

While a student is excluded, whether suspended, removed, or expelled, the Governing Authority prohibits the Student from attending or participating in all School functions or entering the School. The Head Administrator may permit the student to do otherwise.

This policy will be posted in a central location. Additionally, this policy will be made available to students.

*Ohio:* R.C. 2151.357, 3301.121, 3313.66, R.C. 3313.661, R.C. 3313.662, R.C. 3313.664; R.C. 3321.13.

*Cross Reference:* Policy 4510, Tiered Student Discipline Program; Policy 4520, Transportation Discipline; Policy 4540, Disciplining a 504 Student; Policy 4550, Suspension & Expulsion Policy for Students with Disabilities.



### **Communicating the School's Suspension & Expulsion Policy**

Suspensions and Expulsions are to be carried out as stated in Policy **4530**, Suspension and Expulsion Policy. As part of the Suspension and Expulsion Policy, the Student and the Student's parents/guardians are required to receive certain notices. This policy indicates which forms are to be used with each action.

#### **Suspension**

- Form **3810.1**, Notice of Intent to Suspend from School
- Form **3810.3**, Notice of Suspension from School
- Form **3810.4**, Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights

#### **Emergency Suspension**

- Form **3810.2**, Notice of Emergency Suspension and Intent to Suspend from School
- Form **3810.3** Notice of Suspension from School
- Form **3810.4** Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights

#### **Expulsion**

- Form **3810.5**, Notice of Intent to Expel from School
- Form **3810.7**, Notice of Expulsion from School
- Form **3810.8**, Notice to Parents/Guardians and Student Regarding Your Child's Expulsion & your Rights
- Form **3810.9**, Notice of Assistance Programs for Expelled Students
  - *To be included for expulsions lasting more than 20 days*

#### **Emergency Expulsion**

- Form **3810.6** Notice of Emergency Removal and Intent to Expel from School
- Form **3810.7**, Notice of Expulsion from School
- Form **3810.8**, Notice to Parents/Guardians and Student Regarding Your Child's Expulsion & your Rights
- Form **3810.9**, Notice of Assistance Programs for Expelled Students
  - *To be included for expulsions lasting more than 20 days*

**Notice of Intent to Suspend from School**

Date:\_\_\_\_\_

\_\_\_\_\_, this notice serves to inform you that you may be suspended under the School’s policies and/or O.R.C 3313.66(A).

You may be suspended because *(please include policy violated)*

- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Should you be suspended, you may not attend or participate in School functions or enter the School during the period of suspension.

Before you will be suspended, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing. At the hearing you may challenge why you may be suspended, or otherwise explain your actions. Should a suspension be issued, you will be given a written notification.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

I have received a copy of this Notice of Intent to Suspend.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

**Notice of Emergency Suspension and Intent to Suspend From School**

Date: \_\_\_\_\_

\_\_\_\_\_, your presence posed (1) a continuing danger to persons or property and/or (2) an ongoing threat of disrupting the academic process. This was determined because you: \_\_\_\_\_

Effective immediately, you have been removed from all curricular and extra-curricular activities.

Additionally, the School will begin the procedure to suspend you based on the School's Disciplinary Code and O.R.C 3313.66(A).

You may be suspended because *(please include violated policy's name and number)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Should you be suspended, you may not attend or participate in School functions or enter the School during the period of suspension.

Before you will be suspended, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing. At the hearing you may challenge why you may be suspended, or otherwise explain your actions. Should a suspension be issued, you will be given a written notification.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

I have received a copy of this Notice of Emergency Suspension and Intent to Suspend.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

**Notice of Suspension from School**

Date:\_\_\_\_\_

\_\_\_\_\_, after reviewing your case, I have concluded you will be suspended from the School. Your suspension will

- begin on \_\_\_\_\_
- and last until\_\_\_\_\_.

This determination was made after conducting an informal hearing regarding your incident and reviewing your case. You will be suspended because (*please include violated policy's name and number*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

I have received a copy of this Notice of Suspension.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

**Notice to Parents/Guardians and Student**

**Regarding Your Child's Suspension & Your Rights**

PLEASE DISTRIBUTE COPIES TO: STUDENT, PARENTS/GUARDIAN, SCHOOL TREASURER

Date: \_\_\_\_\_

To Whom It May Concern:

This is to inform you that \_\_\_\_\_ has been suspended from the School. The suspension will:

- begin on \_\_\_\_\_
- and last until \_\_\_\_\_.

This decision was made in accordance with School policy. After this process, it was determined that will be suspended because *(please include violated policy's name and number)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At this stage, you have a right to appeal your suspension to the School's Governing Authority. The appeal request must be in writing and filed within 14 calendar days of receiving the "Notice of Intent to Suspend" form. Your appeal may be held in executive session. You have a right to be represented in the appeal hearing.

Please be advised of the following:

- If the suspended student is 16 years old or older and is convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude your child. RC 3313.662(A)
- If criminal proceedings are instituted, the suspension may be continued. RC 3313.66(F)

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

**Notice of Intent to Expel from School**

Date:\_\_\_\_\_

\_\_\_\_\_, this note serves to inform you that you may be expelled under the School’s policies and/or O.R.C 3313.66(A).

You may be expelled because *(please include policy violated)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Should you be expelled, you may not attend or participate in School functions or enter the School during the period of suspension.

Before you will be expelled, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing.

The hearing will occur in \_\_\_\_\_ on  
\_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_:\_\_\_\_.

At the hearing you may challenge why you may be expelled, or otherwise explain your actions. Should an expulsion be issued, you will be given a written notification.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

I have received a copy of this Notice of Intent to Expel.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

**Notice of Emergency Removal and Intent to Expel From School**

Date:\_\_\_\_\_

\_\_\_\_\_, your presence posed (1) a continuing danger to persons or property and/or (2) an ongoing threat of disrupting the academic process. This was determined because you: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Effective immediately, you have been removed from all curricular and extra-curricular activities. Additionally, the School will begin the procedure to expel you based on the School’s Disciplinary Code and O.R.C 3313.66(B).

You may be expelled because *(please include violated policy’s name and number)*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Before you will be expelled, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing. At the hearing you may challenge why you may be expelled, or otherwise explain your actions. Should an expulsion be issued, you will be given a written notification.

The hearing will occur in \_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_:\_\_\_\_.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

_____	_____
Head Administrator or Designee	Date
I have received a copy of this Notice of Emergency Removal and Intent to Expel.	

_____	_____
Signature of Student	Date



**Notice of Expulsion from School**

Date:\_\_\_\_\_

\_\_\_\_\_, after reviewing your case, I have concluded you will be expelled from the School. Your expulsion will:

- begin on\_\_\_\_\_
- and last until\_\_\_\_\_.

This determination was made after conducting hearing regarding your incident and reviewing your case. You will be expelled because *(please include violated policy's name and number)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

I have received a copy of this Notice of Expulsion.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

**Notice to Parents/Guardians and Student**

**Regarding Your Child's Expulsion & Your Rights**

PLEASE DISTRIBUTE COPIES TO: STUDENT(S), PARENTS/GUARDIAN, SCHOOL TREASURER

Date: \_\_\_\_\_

To Whom It May Concern:

This is to inform you that \_\_\_\_\_ has been expelled from the School. The expulsion will:

- Begin on \_\_\_\_\_
- And last until \_\_\_\_\_

This decision was made after a hearing and review of your case. After this process, it was determined that will be expelled because (*please include violated policy's name and number*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At this stage, you have a right to appeal your expulsion to the School's Governing Authority. The appeal request must be in writing and filed within 14 calendar days of receiving the "Notice of Intent to Expel" form. Your appeal may be held in executive session. You have a right to be represented in the appeal hearing.

Please be advised of the following:

- If the suspended student is 16 years old or older and is convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude your child. RC 3313.662(A)
- If criminal proceedings are instituted, the suspension may be continued. RC 3313.66(F)

\_\_\_\_\_  
Head Administrator or Designee

\_\_\_\_\_  
Date

*For expulsions lasting more than 20 days, include:*  
"Notice of Assistance Programs" (Form No. 3810.9)

**Notice of Assistance Programs for Expelled Students**

PLEASE DISTRIBUTE COPIES TO: STUDENTS, PARENTS/GUARDIAN, SCHOOL TREASURER

When a student has been expelled for more than 20 days, Ohio law requires the School to provide this notice. This notice lists public and private agencies that provide services designed to help the student's attitudes and behaviors that gave led to the student's expulsion.

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

# Attachment 11

FY2022 - October 2021 Submission

IRN No.: 000311

Type of School: Brick &amp; Mortar

Contract Term: 06/30/2022

County: Seneca

**Bridges Academy**

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				
	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	1,181,994	1,168,767	522,545	729,582	932,243	1,134,905	1,337,566	1,418,631
Charges for Services (1500)	1,390	4,192	5,355					
1) Per pupil state basic aid funding for FY2022 is assumed to be \$6,020 w	-	-	-					
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)				3,867	3,867	3,867	3,867	3,867
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	-	-	-	1,103,541	1,353,945	1,580,109	1,537,985	1,624,250
<b>Total Operating Receipts</b>	1,221,064	1,213,666	527,900	733,449	936,110	1,138,772	1,341,433	1,422,498
<b>Operating Disbursements</b>								
100 Salaries and Wages	737,235	803,167	474,995	380,343	493,154	550,539	599,113	662,107
200 Employee Retirement and Insurance Benefits	-	-	-	127,224	164,960	184,153	200,020	221,080
YE Audit Accounts	-	-	-	-	-	-	-	-
200 Employee Retirement and Insurance Benefits	323,944	290,398	182,454	127,224	164,960	184,153	200,020	221,080
400 Purchased Services	319,101	416,502	175,420	472,427	543,810	594,624	544,541	565,997
500 Supplies and Materials	72,918	88,256	73,177	70,300	74,737	81,216	89,737	91,303
600 Capital Outlay -New	12,017	499	-					
700 Capital Outlay - Replacement	-	-	-					
800 Other	-	34,905	-	7,255	7,473	7,697	7,928	8,166
800 Other	-	-	-	8,491	8,746	9,008	9,278	9,557
819 Other Debt	16,712	-	-					
<b>Total Operating Disbursements</b>	1,481,927	1,633,728	906,047	1,057,549	1,284,133	1,418,228	1,441,340	1,548,653
Excess of Operating Receipts Over (Under)								
Operating Disbursements	(260,863)	(420,062)	(378,146)	(324,101)	(348,023)	(279,456)	(99,907)	(126,155)
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except fund 532)	171,896	186,598	214,248	370,092	417,835	441,337	196,552	201,752
State Grants (3200, except 3211)	-	-	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	2,500	30,492	41,909					
Donations (1820)	-	25	-					
Debt Proceeds (1900)	-	-	-	20,000	-	-	-	-
Debt Principal Retirement	-	-	-	(50,000)	(70,000)	-	-	-
Interest and Fiscal Charges	-	-	(1,200)	(1,236)	(1,273)	(1,311)	(1,351)	(1,391)
Interest and Fiscal Charges	-	-	-	1,236	1,273	1,311	1,351	1,391
Transfers - In								
Transfers - Out								
<b>Total Nonoperating Revenues/(Expenses)</b>	174,396	217,116	254,956	338,856	346,562	440,026	195,202	200,361
Excess of Operating and Nonoperating Receipts								
Over/(Under) Operating and Nonoperating Disbursements	(86,467)	(202,946)	(123,190)	14,755	(1,461)	160,570	95,295	74,206
<b>Fund Cash Balance Beginning of Fiscal Year</b>	-	353,764	150,818	27,628	42,383	40,922	201,492	296,787
<b>Fund Cash Balance End of Fiscal Year</b>	353,764	150,818	27,628	42,383	40,922	201,492	296,787	370,994

FY2022 - October 2021 Submission

IRN No.: 000311

Type of School: Brick &amp; Mortar

Contract Term: 06/30/2022

County: Seneca

**Bridges Academy**

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				
	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
<b>Staffing/Enrollment</b>								
Total Student FTE	155	130	65	88	113	137	162	172
Instructional Staff	15	17	10	7	9	10	11	12
Administrative Staff	2	1	1	2	2	2	2	2
Other Staff	2	2	2	2	2	2	2	2
<b>Purchased Services</b>								
Rent	50,535	50,608	40,602	54,136	61,636	61,636	61,636	61,636
Utilities	30,000	23,749	-	-	-	-	-	-
Other Facility Costs	163,493	233,645	27,118	27,932	28,769	29,632	27,118	27,932
Insurance	11,000	11,726	9,103	12,336	12,706	13,087	13,480	13,884
Management Fee	-	-	-	95,348	121,694	148,040	174,386	184,925
Sponsor Fee	-	-	-	21,887	27,967	34,047	40,127	42,559
Audit Fees	8,417	8,384	28,092	27,000	27,810	28,644	29,504	30,389
Legal	10,000	18,268	18,684	20,000	20,600	21,218	21,855	22,510
Marketing	-	-	883	30,000	30,900	31,827	32,782	33,765
Consulting	-	-	4,614	130,866	147,852	151,649	57,830	57,877
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	4	13,191	13,747	15,122	15,576	16,043	16,524	17,020
Food Services	43,000	41,267	16,550	37,800	48,300	58,800	69,300	73,500
Other	2,652	15,664	16,027	-	-	-	-	-
<b>Total</b>	<b>319,101</b>	<b>416,502</b>	<b>175,420</b>	<b>472,427</b>	<b>543,810</b>	<b>594,624</b>	<b>544,541</b>	<b>565,997</b>
<b>Financial Metrics</b>								
Debt Service Payments	-	-	-	(48,764)	(68,727)	1,311	1,351	1,391
Debt Service Coverage	-	-	-	(0.94)	(1.02)	123.45	71.56	54.34
Growth in Enrollment	0.0%	83.7%	50.1%	0.0%	127.8%	121.7%	117.9%	106.1%
Growth in New Capital Outlay	0.0%	4.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Growth in Operating Receipts	231.3%	99.4%	43.5%	138.9%	127.6%	121.6%	117.8%	106.0%
Growth in Non-Operating Receipts/Expenses	51.3%	124.5%	117.4%	99.7%	102.3%	127.0%	44.4%	102.6%
Days of Cash	0.00	79.04	60.84	10.01	12.74	10.53	51.03	69.95
<b>Total Expenditures / FTE</b>	<b>\$9,561</b>	<b>\$12,598</b>	<b>\$13,958</b>	<b>\$12,004</b>	<b>\$11,406</b>	<b>\$10,346</b>	<b>\$8,922</b>	<b>\$9,038</b>

IRN: 000311

Community School Budget

County: Seneca

Bridges Academy  
Budget for Fiscal Year 2022

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object											
Salaries 100	\$ 269,343	\$ -	\$ 111,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 380,343
Retirement Fringe Benefits 200	\$ 90,094	\$ -	\$ 37,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,224
Purchased Services 400	\$ 110,142	\$ 15,122	\$ 187,972	\$ 27,000	\$ 82,067	\$ -	\$ 50,125	\$ -	\$ -	\$ -	\$ 472,427
Supplies 500	\$ 48,100	\$ -	\$ 22,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,300
Capital Outlay 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other 800	\$ -	\$ -	\$ 7,255	\$ 1,236	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,491
Total	\$ 517,679	\$ 15,122	\$ 365,556	\$ 28,236	\$ 82,067	\$ -	\$ 50,125	\$ -	\$ -	\$ -	\$ 1,058,785

Budget Per Pupil

Estimated Student Enrollment	88	\$ 5,869	\$ 171	\$ 4,145	\$ 320	\$ 930	\$ -	\$ 568	\$ -	\$ -	\$ -	\$ 12,004
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# Attachment 12



## **FISCAL OFFICER AGREEMENT**

This Fiscal Officer Agreement (the “Agreement”) is entered into, by and between **Bridges Preparatory Academy** (“School”) an Ohio not for Profit Corporation and **Massa Financial Solutions, LLC** (“Massa” or “Contractor”), an Ohio limited liability company whose principal office address is **219 E. Maple St., Suite 202, North Canton, Ohio 44720**.

### **RECITALS**

WHEREAS, the School is in need of Fiscal Officer to manage and oversee the financial operations of the School. The appointment of a Fiscal Officer is required by Section 3314.011 of the Ohio Revised Code.

WHEREAS, Contractor is engaged in the practice of financial and related services for charter (“community”) schools in the State of Ohio; and

WHEREAS, the School desires to hire Contractor to supervise, consult, and otherwise perform all the responsibilities inherent to the role of Fiscal Officer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **TERMS & CONDITIONS**

#### **Contracting Period and Transition Period**

This agreement shall be for a period of 2 years, commencing August 1, 2021 through June 30, 2023. Upon the expiration of the term, this agreement shall be renewed automatically for renewal terms in the duration of one (1) year unless terminated by either party providing ninety (90) days written notice of intention not to renew. Upon termination of this agreement, Contractor agrees to provide reasonable services to the School throughout the transition period, however, such transitions period shall not exceed 60 days. Contractor shall be compensated by the School at the rate set forth in the List of Services for services rendered during this transition period.

## **Contracting Services and Relationship**

### ***Services***

During the Contracting Period, Contractor shall provide to the School the services set forth in the List of Services attached, as well any related responsibilities and duties as may be assigned by the School and agreed to by Contractor (collectively, the "Services"). It is expected that Contractor shall be available to provide the Services to the School at such times as may be reasonably requested by the School and mutually agreed to by Contractor. Contractor shall use his best efforts to perform faithfully and efficiently the Services assigned under this Agreement. At all times under the terms of this agreement, the School shall provide Contractor with access to all data determined by the Contractor to be required to render the Services. Such access shall be provided by the School to the Contractor in a timely manner, not unreasonably withheld, and at no charge to the Contractor.

### ***Relationship***

Contractor shall be an independent contractor, and not an employee of the School, within the meaning of all federal, state and local laws and regulations governing employment insurance, workers' compensation, industrial accident, labor and taxes. The School shall not be liable for employment or withholding taxes respecting Contractor. Contractor shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plan operated by the School for the benefit of their employees, including, without limitation, (i) any pension or profit-sharing plans or (ii) any plans, coverages or benefits providing worker's compensation, medical, dental, disability or life insurance protection. Contractor agrees and acknowledges that Contractor is not authorized to enter into any contract or assume any obligation on behalf of the School without the prior written consent of the School. All of the acknowledgements and restrictions set forth in this Section 2(b) shall equally apply to anyone Contractor has engaged to perform any portion of the Services.

### **Bonding**

Contractor shall execute a Public Official Bond in the name of the School payable to the State of Ohio in the amount of \$25,000, or higher if required by the Governing Authority. Bond shall meet all requirements set forth in Ohio Administrative Code Section 117-6-07 and any other requirements that may be set forth by Statute or the Auditor of State. Placement of bond shall be at the expense of the School.

### **Compensation**

In consideration for Contractor's full and timely performance of the Services set forth in the List of Services throughout the Contracting Period, the School shall pay Contractor the sum of **\$23,000** annually or **\$1,916.67** per month. Installments shall be due on the

1<sup>st</sup> of each month in advance of Services to be rendered. All payments shall be mailed to the Contractor's address as reflected in the signature block of this agreement. Such amounts shall be payable monthly and paid on the 1<sup>st</sup> of each month in advance of Services to be rendered. Contractor agrees to complete and return to the School a W-9 as a condition of receiving timely payment. In addition to the foregoing, reasonable expenses incurred by the Contractor within the scope of performing services are included within the scope of this agreement (e.g. mileage) However, if any extraordinary costs are required to be incurred by the Contractor as part of delivering reasonable services to the School, the School shall also reimburse Contractor for such costs provided these costs were pre-approved in writing.

### **Events of Termination**

#### ***Cessation/Death/Incapacity***

This Agreement shall terminate automatically upon the cessation of business of Contractor or upon the death or incapacity of Contractor.

#### ***Breach***

This Agreement may be terminated by the non-breaching party upon a breach of a material term or condition of this Agreement by the other party, which breach is not subsequently cured within five (5) days from written notice from the non-breaching party.

### **Obligations upon Termination**

Upon termination of this Agreement pursuant to Section 4: (i) neither Contractor nor the School shall have any further obligations under this Agreement, except for the obligation to pay Contractor for any unpaid Services rendered and any approved and unpaid expenses incurred prior to the termination, as well as any obligations under Sections 5 through 10 of this Agreement; (ii) Contractor shall return all the School equipment, Work Product and Confidential Information within five (5) days at the School's expense; (iii) Contractor shall have no obligation to perform any of the normal services described in the List of Services during the transition period other than those needed to achieve an orderly transition.

### **Ownership** ,

"Work Product" shall mean all deliverables and all intermediate and partial versions thereof, and all documentation, analysis, flowcharts, notes, outlines, formulas, processes, ideas, inventions, know-how or techniques, and any other information, or materials generated by Contractor in the performance of the Services. Contractor acknowledges that all Work Product is work made for hire and is the property of the School, including any copyrights, trademarks, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for

hire, Contractor hereby assigns to the School all of Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product.

### **Confidential Information**

Contractor agrees to keep secret and to not disclose any of the terms of this Agreement to any third parties, with the limited exception of disclosures to Contractor's accountant or legal counsel. Additionally, it is mutually recognized that the business of the School and the nature of the Contractor will perform will permit Contractor access to certain "confidential information" of the School and persons and entities with whom the School conducts business or from whom the School obtains information. As used in this Agreement, "information" shall mean any information or knowledge, including matters of a technical nature such as studies, research projects, development plans and matter of a business nature, such as lists, customer requirements and other data not available to the public. During and after the Contracting Period, Contractor shall not disclose or appropriate any information for Contractor's own use or for the use of any third parties.

### **Successors**

This Agreement is personal to Contractor and shall not be assignable by Contractor without the prior written consent of the School which consent may be withheld in The School's sole discretion.

This Agreement may be transferred or assigned by the School, to a parent, subsidiary, successor, or affiliate entity without Contractor's consent.

This Agreement shall inure to the benefit of the School and its successors or assigns.

### **Miscellaneous**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to principles of conflict of laws. Any litigation under this Agreement shall be filed and pursued in the Stark County Court of Common Pleas, Stark County, Ohio. Both parties expressly consent to the jurisdiction of such courts.

(b) This Agreement and any List of Services attached hereto may not be amended or modified otherwise than by a written agreement executed by the parties hereto.

(c) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed and sent to the party's address as set forth in the first paragraph of this Agreement or to such other address as either party shall have furnished to the other in accordance herewith. Notices and communications shall be effective when actually received by the addressee.

(d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement.

(e) The failure of the School or Contractor at any time to enforce performance by School or Contractor of any provisions of this Agreement shall in no way affect the School's or Contractor's rights thereafter to enforce same, nor shall the waiver by the School or Contractor of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.

(f) Contractor shall indemnify, defend and hold harmless the School and its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Contractor's performance of his obligations hereunder or that results from the negligent or willful acts of Contractor, including, but not limited to acts of omissions of Contractor or anyone Contractor has engaged to perform any portion of the Services, or any claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance of Services hereunder.

(g) The School shall indemnify, defend and hold harmless Contractor and his heirs and successors from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) that might arise or be imposed due to the School's breach of its obligations under this Agreement or that is a result of the School's negligent or willful conduct.

(h) The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. The parties acknowledge and agree that this Agreement has been negotiated by the parties, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against either party.

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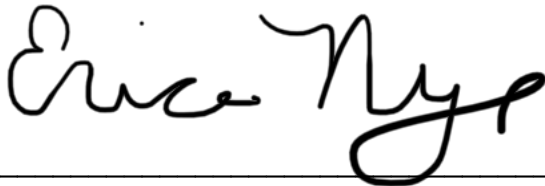
***IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Fiscal Officer Agreement as of the date set forth in the first paragraph above.***

**MASSA FINANCIAL SOLUTIONS, LLC**



---

**C. David Massa, Owner  
219 E. Maple Street  
Suite 202  
North Canton, Ohio 44720  
Tel: (330) 515-0572  
E-mail: [dave@massasolutionsllc.com](mailto:dave@massasolutionsllc.com)**



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**Board President  
Bridges Preparatory Academy**





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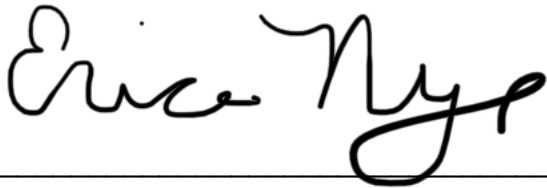
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**MASSA FINANCIAL SOLUTIONS, LLC**



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**C. David Massa, Owner  
219 E. Maple Street  
Suite 202  
North Canton, Ohio 44720  
Tel: (330) 515-0572  
E-mail: [dave@massasolutionsllc.com](mailto:dave@massasolutionsllc.com)**



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**Board President  
Bridges Preparatory Academy**

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

**DAVID MASSA**

THIS LICENSE AWARDED TO

**OH3014246**

EDUCATOR STATE ID

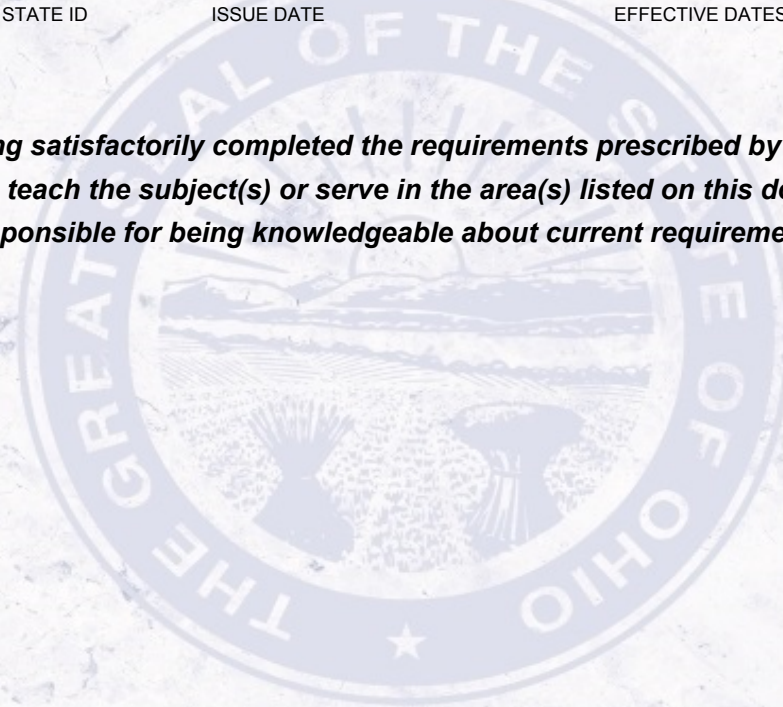
**04/02/2021**

ISSUE DATE

**07/01/2021 to 06/30/2026**

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.*



*Paolo DeMaria*

Superintendent of Public Instruction

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 # 21965653**

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



# Attachment 13

The image is a full-page graphic with a diagonal split. The left half is a dark blue background filled with various white medical and health-related icons, including a heart, stethoscope, pill, ambulance, microscope, and others. The right half is a white background. At the top right, the word 'HEALTHY' is partially visible. Below it, the word 'LEARNING' is partially visible. In the center right, there is a logo for 'PANS LEARN' featuring a stylized globe icon and the text 'PANS LEARN'. Below that, there is a logo for 'ACCEL SCHOOLS' featuring the word 'ACCEL' in a large, bold, sans-serif font and 'SCHOOLS' in a smaller font below it, with a small blue square icon to the left of 'SCHOOLS'.

The image is a full-page graphic with a diagonal split. The left half is a dark blue field filled with various white medical and health-related icons, including a heart, stethoscope, pill, ambulance, microscope, and others. The right half is white and contains the text 'HEALTHY LEARNING' in a large, blue, sans-serif font. Below this text are two logos: 'PANS LEARN' with a green and blue globe icon, and 'ACCEL SCHOOLS' with a blue and green stylized 'A' icon. The overall design is clean and professional, emphasizing health and education.



The image is a full-page graphic with a diagonal split. The left half is a dark blue field filled with various white medical and health-related icons, including a heart, stethoscope, pill, ambulance, microscope, and others. The right half is white and contains the text 'HEALTHY LEARNING' in a large, blue, sans-serif font. Below this text are two logos: 'PANS LEARN' with a green and blue globe icon, and 'ACCEL SCHOOLS' with a blue and green stylized 'A' icon. The overall design is clean and professional, emphasizing health and education.

The image is a vertical graphic with a diagonal split. The left half is a dark blue background filled with various white medical and health-related icons, including a heart, stethoscope, pill, ambulance, microscope, and others. The right half is a white background. At the top right, the word 'HEALTHY' is partially visible. Below it, the text 'PANS LEARN' is displayed, with 'PANS' in blue and 'LEARN' in grey. At the bottom right, the text 'ACCEL' is in blue, and 'SCHOOLS' is in grey below it, separated by a small blue horizontal line.

The image is a vertical graphic with a diagonal split. The left half is a dark blue background filled with various white medical and health-related icons, including a heart, stethoscope, pill, ambulance, microscope, and others. The right half is a white background. At the top right, the word 'HEALTHY' is partially visible. Below it, the text 'PANS LEARN' is displayed, with 'PANS' in blue and 'LEARN' in grey. At the bottom right, the text 'ACCEL' is in blue, and 'SCHOOLS' is in grey below it, separated by a small blue horizontal line.

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## MEDICARE PART D

### PRESCRIPTION DRUG INFORMATION

**If you are enrolled in or will be eligible for Medicare in the next 12 months, Federal law gives you more choices for prescription drug coverage. See pages 30-31 for more information.**

# Welcome

You are an important member of a committed team and contribute to our ongoing mission. One of the most important and valuable resources we offer to you is your health and welfare benefits program. Pansophic Learning and ACCEL Schools take pride in offering a benefits program which provides flexibility for the diverse and changing needs of our employees. This booklet provides a general summary of these benefit options as a convenient reference. Please refer to the summary plan description, carrier policies, and/or Certificates of Coverage for detailed descriptions of all available employee benefit programs and stipulations therein.

## The following plan options are effective:



## Plan Year Highlights



### Medical Insurance

Anthem BCBS will be our medical insurance provider and offers the following plan:

- Anthem BCBS PPO \$750
- Anthem BCBS PPO \$1500
- Anthem BCBS PPO \$3000
- Anthem BCBS PPO \$3500 HDHP



### Online Visits

LiveHealth online will be our online provider



### Dental

Anthem BCBS will be our dental insurance provider



### Vision

NVA will be our vision provider



### Basic Term Life/AD&D and Voluntary Life/AD&D

UNUM will be our provider



### Short-Term Disability/Long-Term Disability

UNUM will be our provider



### Flexible Spending Account

iSolved Benefit Services will be our FSA administrator



### Employee Assistance Program (EAP)

UNUM Life Balance will be our provider



### Whole Life with LTC rider, Accident with hospital sickness rider option, Hospital Indemnity, Critical Illness with cancer rider option

UNUM will be our provider

# Eligibility

## Employee Eligibility

Employees who work at least 30 hours per week are eligible for all benefits under the plan. If you are a newly hired eligible employee, your benefits will be effective on your date of hire.

## New Hire Coverage

You will have 30 days from your eligibility date to make your benefit selections. If you do not enroll within the first 30 days of your eligibility date, you will not be eligible for coverage until the next open enrollment period or if you have a qualifying change in status.

## Dependent Eligibility

Your spouse and/or your children are eligible for the following benefits under the plan:

- » Medical and prescription drug
- » Dental
- » Vision
- » Optional life insurance

## Spouse Requirements

You may enroll your legal spouse in benefits under the plan. The plan does not cover common law spouses or domestic partners.

## Child Requirements

The term child includes any of the following:

- » Your natural child or stepchild;
- » An adopted child or a child placed with you for adoption
- » A child for whom you are the legal guardian
- » A child for whom you are ordered to provide benefits for pursuant to a qualified medical child support order.

For medical, dental, and vision benefits, you may cover your child(ren) up to the end of the month they turn age 26 regardless of marital, student or financial status.

You may also be able to enroll your disabled child who is age 26 or older in medical benefits if they became totally disabled before the age of 19. You will be required to provide initial and periodic verification that your child's disability meets the plan's requirements for coverage.

## Employment Termination

If your employment with the company terminates, your medical, dental and vision benefits will end on the last day of the month in which you were employed. Your basic life and FSA benefits will end on the date of your termination of employment. COBRA continuation coverage may be available for your medical, dental, vision and FSA benefits.



# Change in Status Events

## IRS CODE SECTION 125

Premiums for medical, dental and vision insurance, deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code (IRC) and are deducted on a pre-tax basis to the extent permitted. Under tax code Section 125, changes to your pre-tax benefits can be made **ONLY** during the Open Enrollment period unless you or your qualified dependents experience a qualifying event (marriage, death, birth, adoption, or loss of coverage). The request to make a change must be made within 30 days of the qualifying event. If the qualifying event is a divorce or the dependent ages out of eligibility, you are allowed 30 days to notify Human Resources. If an event affects your own, your spouse's, or your dependent's coverage eligibility, you may be able to make certain changes to your coverage. An "eligible" qualifying event is determined by the Internal Revenue Service (IRS) Code Section 125.

### Change in Status

Your benefit elections remain in effect for the Plan Year. In general, you cannot make changes to your elections until the next open enrollment period. However, you can make changes during the Plan Year if you experience a change in status event and you notify Human Resources within 30 days of the change in status event. Any changes you make must be consistent with the change in status event. If you do not notify Human Resources within 30 days of the change in status event, you will not be allowed to make changes to your benefit elections until the next open enrollment period.

Some examples of change in status events are:

- » Changes in your marital status
- » Changes in your number of dependents
- » The issuance of a Qualified Medical Child Support Order
- » Dependent satisfies or ceases to satisfy eligibility requirements
- » Change in employment status of employee affecting eligibility
- » Gain or loss in spousal or dependent benefit coverage

Please contact Human Resources for a full list of change in status events.

### Special Enrollment Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption or placement for adoption.

Special enrollment rights are also available if you or your dependent becomes eligible for assistance under either a Medicaid plan or a state children's health insurance program. In that instance, you have 60 days to request coverage under the plan after such eligibility is determined.





# Health Care Terms

**Benefit Year:** The coverage period which is used for administration of a health plan.

**Brand-Name Drug:** A drug manufactured by a pharmaceutical company which has chosen to patent the drug's formulary and register its brand name.

**Coinsurance:** Your share of the costs for health care services, calculated as a percentage of the allowed amount. You pay coinsurance after your deductible has been met. You pay that percentage for each charge until you meet your coinsurance maximum.

**Copayment/Copay:** Fixed dollar amounts you pay for a covered health care service, usually at the time of service. The amount can vary by type of service. You pay the copay before, during, and after the deductible is met.

**Covered Services or Expenses:** Services or expenses that your plan covers.

**Deductible:** The total dollar amount you are required to pay for health care services at 100% before your health insurance plan begins to pay.

**Embedded Deductible:** Under family coverage, the deductible is the individual deductible for each covered person.

**Exclusions:** Services or expenses that your plan does not cover.

**Formulary:** A list of preferred drugs. Medications on the formulary list have been shown to be safe, effective and affordable. Formulary includes brand-name drugs and generic drugs that have been approved by the Food and Drug Administration.

**Generic Drug:** A prescription drug that has the same active-ingredient formula as a brand-name drug. The generic drug is known only by its formulary name and its formulary is available to any pharmaceutical company. Generic drugs are rated by the Food and Drug Administration to be as safe and as effective as brand-name drugs and typically cost less.

**High Deductible High Plan (HDHP):** can be combined with a health savings account (HAS), allowing you to pay for certain medical expenses with money free from federal taxes.

**Network:** A group of providers (doctors, hospitals, labs and others) who are contracted with Anthem to provide health care services at discounted rates. By using network providers, you will save money and receive a higher level of benefit coverage under the plan. Under some circumstances, receiving care from out-of-network providers can severely limit, or eliminate, plan benefits.

**Non-Formulary [Non-Preferred]:** A drug which is not on an approved list for use and/or coverage by the plan.

**Out-of-Pocket Maximum:** The most you should have to pay for health care benefits during a plan year. Once met, you should not have to pay cost shares until the plan year renews. While this maximum does include your deductible, copays, and coinsurance, it never includes your premium, balance-billed charges, or services your plan does not cover.

**Premiums/Contributions:** The amount you pay to receive coverage.

**Preferred Provider Organization [PPO]:** A PPO plan gives you flexibility. You do not need a primary care physician. You can go to any health care professional you want without a referral, inside or outside your network.

**Preventive Care:** All medical plans cover routine preventive care at 100%. Preventive visits to your doctor can help catch health risks early, potentially saving money, time, and even your livelihood. Take advantage of this care, including well-child visits, annual physicals, immunizations, and more!

**Prior Authorization:** A process that requires a physician to obtain approval from the insurance company before select medical services and prescription drugs will be covered.



# How To Enroll

Enroll through the online benefits platform, BenXpress: [www.benxpress.com/education](http://www.benxpress.com/education)

**User ID:** Your User ID will be the first initial of your first name and full last name.

**Password:** first time users and password resets:

Your password will be your first name (legal name and all lowercase) and full birth year. (For example, Jane Doe with a DOB 01/01/1980 would have a password jane1980)

## Step-by-Step Enrollment Instructions

1. Log into your account at [www.benxpress.com/education](http://www.benxpress.com/education)
2. Select My Benefits - 2021/2022 Open Enrollment
3. Choose your 2021/2022 benefit options
  - Enroll in Medical, Dental and Vision
  - Add or update covered dependents' names, dates of birth and social security numbers
  - Add or update beneficiary elections for life insurance
4. Review and finalize your elections

## Items to Have Available During Enrollment

To help make the online enrollment process fast and easy we suggest you have the following information available:

- Dependents' Legal Name
- Date's of Birth
- Social Security Numbers

*The benefit elections you make will remain in effect until July 31, 2022 unless you have a change in status.*

## What Happens If I Do Not Enroll?

If you do not enroll within the required time period, you will not be eligible to receive voluntary or contributory coverage until the next annual open enrollment period, or qualifying event. You may be subject to waiting periods or reduced benefits if you decide to enroll at a later date.



# Benefit Advocate Center

## Ask Your Advocate Team

Gallagher is ready to help you get the most from your benefit program by providing support from an advocate at no cost to you. From finding an in-network provider, to teaching you the difference between a FSA and HSA or providing assistance with a claim, every advocate is supported by a team of medical, employee assistance, and benefit experts. Any conversations with an advocate will be conducted in a confidential manner, fully protecting your privacy.

### Contact an advocate at:

Bac.pansophiclearning@ajg.com  
833-775-2143

## Benefit Questions

- Do you need help understanding how certain services are covered?

## Claim issues

- Is it unclear to you what insurance covered on a particular service and what is your responsibility?

## ID card

- Do you need assistance getting an ID card?

## Prescription issues

- Is the pharmacy telling you that your medication is not covered or charging you full price? Do you need help getting an authorization on a medication?

## Locating a doctor

- Do you need assistance locating an in-network provider or specialist?

## Enrollment Support

- Do you need assistance understanding the different plan options, who is eligible and how to enroll?



# Medical Insurance

Nothing is more important than the health of you and your family. That is why our medical plan choice is through Anthem BCBS are designed to help you get the care you need at a price you can afford. The options available to you are four health plans that give you the flexibility to choose an in-network or out-of-network provider each time you need care. One option is a High Deductible Health Plan (HDHP) compatible with a Health Savings Account (HSA) and the other three are standard Preferred Provider Organization (PPO) Plans. Under all of these medical options, you will always save money when you visit in-network providers.

## FINDING A DOCTOR

**Want to check to see if your providers are in the network?** Use Anthem's online Find a Doctor tool to look for doctors, hospitals, labs and other health care providers.

Go to [anthem.com/find-doctor/](https://www.anthem.com/find-doctor/) and follow the steps below:

- You can search for a doctor by using either:
  - Search as a member: use your member ID card number or log in as a member
  - Search as a Guest: Select a plan or network, or search by all plans and networks
    - Scroll down to "Search" as a Guest" and click on continue
    - Under the "How do you get insurance?" drop down **Enter Through my employer**
    - Under the "What state do you want to search in?" drop down **Enter where you are seeking care**
    - Under the "What type of care are you searching for?" drop down **Enter Medical**
    - Under the "plan/network" drop down **Enter National PPO (BlueCard PPO) and hit continue**
    - Enter the specific information and click search
- Next, select a type of doctor and location. You can also search for a doctor within a certain distance of your location. It's optional to provide a doctor's name. Hit search.

### Going Mobile

Use your mobile device to search for doctors, hospital and more with Anthem's free app from the App Store or Google Play. Just search for the Sydney Health app today.



# Medical Insurance Overview: \$750 PPO Plan

Anthem \$750 PPO Plan		IN-NETWORK	OUT-OF-NETWORK
Preventive Services		Covered 100%	60% coinsurance after deductible
Deductible			
Individual		\$750	\$4,000
Family		\$1,500	\$8,000
Deductibles Reset		1/1	1/1
Coinsurance			
Member Responsibility		20%	40%
Annual Out-of-Pocket Maximum			
Individual		\$5,500	\$11,000
Family		\$11,000	\$22,000
Provider Copays			
Office Visit		\$35	60% coinsurance after deductible
Specialist		\$65	60% coinsurance after deductible
Surgery and related expenses, Lab/ Xray, Major Diagnostic		80% coinsurance after deductible	60% coinsurance after deductible
Urgent Care Facility		\$65	60% coinsurance after deductible
Emergency Room		\$250 copay	\$250 copay
Copay waived if admitted			
High-Tech Imaging		\$100 copay	60% coinsurance after deductible
Chiropractic		\$65 copay; limits apply	60% coinsurance after deductible
Therapy/Rehab		\$65 copay; limits apply	60% coinsurance after deductible
Prescription Drugs [Rx]			
Tier I [Generic Drugs]		\$15	60% coinsurance after deductible
Tier II [Preferred Drugs]		\$35	60% coinsurance after deductible
Tier III [Non-Preferred Drugs]		\$85	60% coinsurance after deductible
Tier IV [Specialty Drugs]		20% to a max of \$250 copay	60% coinsurance after deductible

Mail order available up to 90 day supply at 2x copay

## RATES

COVERAGE TIER	BI-WEEKLY RATE
EMPLOYEE ONLY	\$66.18
EMPLOYEE + SPOUSE	\$287.93
EMPLOYEE + CHILD(REN)	\$233.60
FAMILY	\$487.54

*This is intended as a high level summary. Please refer to the plan documents for full plan details.*



# Medical Insurance Overview: \$1500 PPO Plan

Anthem \$1500 PPO Plan	IN-NETWORK	OUT-OF-NETWORK
Preventive Services	Covered 100%	60% coinsurance after deductible
<b>Deductible</b>		
Individual	\$1,500	\$4,500
Family	\$3,000	\$9,000
Deductibles Reset	1/1	1/1
<b>Coinsurance</b>		
Member Responsibility	20%	40%
<b>Annual Out-of-Pocket Maximum</b>		
Individual	\$6,850	\$13,700
Family	\$13,700	\$27,400
<b>Provider Copays</b>		
Office Visit	\$35	60% coinsurance after deductible
Specialist	\$65	60% coinsurance after deductible
Surgery and related expenses, Lab/Xray, Major Diagnostic	80% coinsurance after deductible	60% coinsurance after deductible
Urgent Care Facility	\$65	60% coinsurance after deductible
Emergency Room	\$250 copay	\$250 copay
Copay waived if admitted		
High-Tech Imaging	\$100 copay	60% coinsurance after deductible
Chiropractic	\$65 copay; limits apply	60% coinsurance after deductible
Therapy/Rehab	\$65 copay; limits apply	60% coinsurance after deductible
<b>Prescription Drugs [Rx]</b>		
Tier I [Generic Drugs]	\$15	60% coinsurance after deductible
Tier II [Preferred Drugs]	\$35	60% coinsurance after deductible
Tier III [Non-Preferred Drugs]	\$85	60% coinsurance after deductible
Tier IV [Specialty Drugs]	20% to a max of \$250 copay	60% coinsurance after deductible

Mail order available up to 90 day supply at 2x copay

## RATES

COVERAGE TIER	BI-WEEKLY RATE
EMPLOYEE ONLY	\$32.70
EMPLOYEE + SPOUSE	\$245.58
EMPLOYEE + CHILD(REN)	\$194.35
FAMILY	\$440.02

*This is intended as a high level summary. Please refer to the plan documents for full plan details.*

# Medical Insurance Overview: \$3000 PPO Plan

Anthem \$3000 PPO Plan	IN-NETWORK	OUT-OF-NETWORK
Preventive Services	Covered 100%	50% coinsurance after deductible
<b>Deductible</b>		
Individual	\$3,000	\$9,000
Family	\$6,000	\$18,000
Deductibles Reset	1/1	1/1
<b>Coinsurance</b>		
Member Responsibility	30%	50%
<b>Annual Out-of-Pocket Maximum</b>		
Individual	\$8,150	\$16,300
Family	\$16,300	\$32,600
<b>Provider Copays</b>		
Office Visit	\$40	50% coinsurance after deductible
Specialist	\$75	50% coinsurance after deductible
Surgery and related expenses, Lab/ Xray, Major Diagnostic	70% coinsurance after deductible	50% coinsurance after deductible
Urgent Care Facility	\$75	50% coinsurance after deductible
Emergency Room		
Copay waived if admitted	\$300 copay	\$300 copay
High-Tech Imaging	\$100 copay	50% coinsurance after deductible
Chiropractic	\$75 copay; limits apply	50% coinsurance after deductible
Therapy/Rehab	\$75 copay; limits apply	50% coinsurance after deductible
<b>Prescription Drugs [Rx]</b>		
Tier I [Generic Drugs]	\$15	50% coinsurance after deductible
Tier II [Preferred Drugs]	\$40	50% coinsurance after deductible
Tier III [Non-Preferred Drugs]	\$100	50% coinsurance after deductible
Tier IV [Specialty Drugs]	20% to a max of \$300 copay	50% coinsurance after deductible

Mail order available up to 90 day supply at 2x copay

## RATES

COVERAGE TIER	BI-WEEKLY RATE
EMPLOYEE ONLY	\$8.06
EMPLOYEE + SPOUSE	\$167.05
EMPLOYEE + CHILD(REN)	\$124.35
FAMILY	\$309.13

*This is intended as a high level summary. Please refer to the plan documents for full plan details.*

# Medical Insurance Overview: \$3500 HDHP Plan

Anthem \$3500 HDHP Plan	IN-NETWORK	OUT-OF-NETWORK
Preventive Services	Covered 100%	60% coinsurance after deductible
<b>Deductible</b>		
Individual	\$3,500	\$7,000
Family	\$7,000	\$14,000
Deductibles Reset	1/1	1/1
<b>Coinsurance</b>		
Member Responsibility	20%	60%
<b>Annual Out-of-Pocket Maximum</b>		
Individual	\$6,000	\$12,000
Family	\$12,000	\$24,000
<b>Provider Copays</b>		
Office Visit	80% coinsurance after deductible	60% coinsurance after deductible
Specialist	80% coinsurance after deductible	60% coinsurance after deductible
Surgery and related expenses, Lab/Xray, Major Diagnostic	80% coinsurance after deductible	60% coinsurance after deductible
Urgent Care Facility	80% coinsurance after deductible	60% coinsurance after deductible
Emergency Room	80% coinsurance after deductible	60% coinsurance after deductible
Copay waived if admitted	80% coinsurance after deductible	60% coinsurance after deductible
High-Tech Imaging	80% coinsurance after deductible	60% coinsurance after deductible
Chiropractic	80% coinsurance after deductible	60% coinsurance after deductible
Therapy/Rehab	80% coinsurance after deductible	60% coinsurance after deductible
<b>Prescription Drugs [Rx]</b>		
Tier I [Generic Drugs]	\$15 copay after deductible	60% coinsurance after deductible
Tier II [Preferred Drugs]	\$40 after deductible	60% coinsurance after deductible
Tier III [Non-Preferred Drugs]	\$100 after deductible	60% coinsurance after deductible
Tier IV [Specialty Drugs]	20% to a max of \$300 copay after deductible	60% coinsurance after deductible

Mail order available up to 90 day supply at 2x copay

## RATES

COVERAGE TIER	BI-WEEKLY RATE
EMPLOYEE ONLY	\$4.62
EMPLOYEE + SPOUSE	\$130.92
EMPLOYEE + CHILD(REN)	\$93.55
FAMILY	\$246.66

*This is intended as a high level summary. Please refer to the plan documents for full plan details.*



# Health Savings Account

Health Savings Account (HSA) is a bank account that HDHP members can use to pay out-of-pocket health care expenses with pre-tax dollars. As long as you use the funds to pay for qualified medical expenses, the money is spent tax free. Money that you deposit into your HSA is yours to keep regardless of whether you change jobs or health plans. You own your account and there are no “use it or lose it” restrictions. Funds roll over from one year to the next. Your funds are not forfeited.

HDHP-HSA PLAN COVERAGE TIER	CALENDAR YEAR	MAXIMUM CONTRIBUTION
EMPLOYEE ONLY	2020	\$3,550
FAMILY	2020	\$7,100
EMPLOYEE ONLY	2021	\$3,600
FAMILY	2021	\$7,200

Contributions to your HSA can be invested, potentially growing tax-deferred funds. If you are age 55 or older, an additional \$1,000 catch-up contribution can be made each year. Tax penalties are enforced if used for non-qualified medical expenses.

## Our HSA can help you manage your health care costs

Our HSA can help you manage your health care costs Your health plan with an HSA gives you access to a large network of doctors and hospitals, and helps pay for your costs when you need care. It’s designed to give you health care options and help you stretch your hard-earned dollars. Here’s how:

- With an HSA, you can set aside pretax dollars to pay for qualified medical expenses.
- Because the funds you put into your HSA and use to pay for qualified expenses are tax free, you save money.
- You and/or your employer can contribute to your HSA.
- You can add funds to your HSA at any time or through automatic deductions each paycheck.
- The money in the HSA is yours, and any funds left over at the end of the year can be rolled over to the next plan year.
  - You’ll get an HSA debit card you can use to pay for qualified medical expenses like:
    - Costs that count toward your deductible
    - Coinsurance
    - Copays
    - Emergency room or urgent care visits
    - Hospital stays
    - Prescription drugs

## HSA Plan Administrator-Anthem

Following open enrollment, you will receive information from Anthem in order to register for your account. You will have the ability to transfer funds to your new account You can access your account online at [www.anthem.com](http://www.anthem.com)

## It’s Easy to Use

You can access money in your account with an HSA debit card.



# LiveHealth Online

If you are enrolled in a medical plan, this benefit is automatically available to you. This service gives you 24/7 access to U.S. board-certified doctors & pediatricians via phone and video consultations. LiveHealth Online gives you the ability to avoid having to go in for an office visit in the event you need to see a physician for certain routine conditions and/or needs. Sign up at [livehealthonline.com](https://livehealthonline.com) or use the app, and see a board-certified doctor in a few minutes.

Below are some common reasons you might use LiveHealth services:

Cold & Flu	Medication Refills	Allergies
Sinus Problems	Skin infection and rash	Upper Respiratory Infection
Ear Infection	Bronchitis	Urinary Tract Infection
Nasal Congestion	Pink Eye	Sprains and strains

## Consultations

Each consultation is billed through your medical plan. Deductible and coinsurance or office visit copays will apply.

### What is the value of this service to you and your family?

**Convenience** - Doctors are available by phone 24 hours a day, seven days a week.

**No appointments or referrals necessary** - Doctors are available to members wherever they are and at any time of day.

**Unlimited consultation time** - Patients can speak to the doctor as long as they like. Doctor visits in the office only average three to five minutes.

### Sign up for LiveHealth Online today-it's quick and easy

Go to [livehealthonline.com](https://livehealthonline.com) or download the app and register on your phone or tablet.



# Rx Home Delivery Opt Out



**Looking for easy?**  
Try our home delivery pharmacy.



If one less thing to do in your day sounds good, you can get your prescription medicines delivered to your home instead of picking them up at the pharmacy. It's easy to set up home delivery for the prescriptions you take long-term for conditions like diabetes or asthma. You'll get a 90-day supply with free standard shipping. And it may save you money.

Your health plan is all about giving you choices. So when you need a prescription medicine, you can choose home delivery, you can keep getting your prescriptions at your local pharmacy, or you can get 90-day supplies from a CVS pharmacy. When you choose CVS, you can get many maintenance and non-maintenance drugs on your drug list at the same home delivery copay. It's up to you. You just need to let us know what you want to do. You'll be able to get your prescriptions filled at your local pharmacy two times — the first fill plus one refill — before you let us know your choice. After that, you'll have to pay the full cost for your medicines until you contact us.

When you get your medicines at your local pharmacy, we'll send you a letter to let you know you need to contact us with your choice and tell you about home delivery, how it works and cost savings you may see.

## With home delivery, you get:



### Savings

Many medicines cost less when you get a 90-day supply instead of three 30-day supplies.



### Convenience

You can skip the trip to the pharmacy. First-time home delivery orders take about two weeks, and refills take 3 to 5 days. You can set up automatic refills, too.



### Peace of mind

You'll be less likely to miss a dose and more likely to stay on track with the treatment your doctor prescribed.\*

## Two easy ways to switch:

1. You can let us know your choice after your final courtesy fill at the pharmacy online at **anthem.com** or through the Sydney app. Just visit the pharmacy page after you log in. You can also refill your prescriptions, find a pharmacy, see what's covered and even price drugs before you get them.
2. Or you can call us at the Pharmacy Member Services number on your health plan ID card.



## Still have questions?

Call us at the Pharmacy Member Services number on your health plan ID card.



# Dental Insurance

The Company provides you with the option to enroll in a Preferred Provider Organization (PPO) dental plan through Anthem BCBS dental. Anthem BCBS dental plan is designed to help you maintain a healthy smile through regular preventive dental care and to fix any problems as soon as they occur. You may utilize dentists who belong to the PPO network, as well as dentists who are not part of the PPO network. However, you save money when you visit in-network dentists. When visiting an out-of-network provider, you may be responsible for additional out-of-pocket costs. Out-of-network reimbursement is paid at the 90th percentile of FAIR Health.

Locate a Dental Provider at [www.anthem.com](http://www.anthem.com)

Anthem BCBS		PPO Plan	
Deductible		In-Network	Out-of-Network
Individual			\$50
Family			\$150
Waived For Class I Services?			Yes
Deductibles Reset			1/1
Annual Maximum Benefit		In-Network	Out-of-Network
Per Member			\$1,500
Class I Services: Diagnostic & Preventive		In-Network	Out-of-Network
Routine Oral Exam/Routine Cleanings			100%
X-Rays—(See Frequency Schedule)			100%
Class II Services: Basic Restorative		In-Network	Out-of-Network
Fillings			80%
Simple Extractions/Oral Surgery			80%
Class III Services: Major Restorative		In-Network	Out-of-Network
Crowns, Bridges, Dentures			50%
Endodontics/Periodontics, Inlays & Onlays			50%
Orthodontia		In-Network	Out-of-Network
Age Limit 18: Child orthodontic runs through 18. This means the child must have been banded prior to their 19th birthday in order to receive coverage.			50%
Orthodontia Lifetime Maximum			\$1,500

## RATES

COVERAGE TIER	BI-WEEKLY RATE
EMPLOYEE ONLY	\$4.12
EMPLOYEE + SPOUSE	\$15.24
EMPLOYEE + CHILD(REN)	\$16.06
FAMILY	\$31.30

*This is intended as a high level summary. Please refer to the plan documents for full plan details.*

# Vision Insurance

The vision benefits are administered by NVA. You may choose to visit a provider within the NVA network and take advantage of higher benefits coverage, or visit an out-of-network provider of your choice for a reduced benefit if desired. Keep in mind, when you stay within the network, you will pay less.

Find a Vision Provider.... [www.e-nva.com](http://www.e-nva.com)

NVA		
Frequency	In-Network	Out-of-Network
Exam	Once every 12 months	Once every 12 months
Lenses	Once every 12 months	Once every 12 months
Frames	Once every 24 months	Once every 24 months
Contact Lenses	Once every 12 months	Once every 12 months
Services	In-Network	Out-of-Network
Eye Exam	\$15 copay	Reimbursed up to \$45
Lenses	In-Network	Out-of-Network
		Reimbursement amounts
		Up to: Single \$30
	\$25 Copay	Up to: Bifocal \$50
		Up to: Trifocal \$65
		Up to: Lenticular \$100
Frame	In-Network	Out-of-Network
	Covered up to \$130, 20% off any remaining balance	Reimbursed up to \$70
Contact Lenses	In-Network	Out-of-Network
In Lieu of Lenses/Frames	Covered up to \$125	Reimbursed up to \$125
Medically Necessary	Covered 100%	Reimbursed up to \$210

*This is intended as a high level summary. Please refer to the plan documents for full plan details.*

## RATES

COVERAGE TIER	BI-WEEKLY RATE
EMPLOYEE ONLY	\$0.50
EMPLOYEE + SPOUSE	\$1.84
EMPLOYEE + CHILD(REN)	\$1.94
FAMILY	\$3.78



# Flexible Spending

Flexible Spending Accounts (FSAs) are a pre-tax way to pay for health care and dependent care expenses incurred throughout the year. ISolved is the plan administrator for the FSA plan. To enroll, you must elect the amount you want to contribute on an annual basis. Your contributions will be deducted from your paychecks in equal installments throughout the year that will automatically deposit into your health care or dependent care FSA account. Pansophic offers three FSA plan options. The health care and dependent care accounts exist independently – you don't have to elect both types to enroll in the FSA.

## Health Care FSA

Allows you to pay for medical, dental, vision and other health care expenses that are not covered under any other plan with pre-tax dollars. The maximum amount you may contribute to your health care FSA is \$2,750. Funds are available on first day of plan year. Plan carefully—Claims must be incurred in the plan year in order to be eligible for reimbursement.

## Limited Purpose

FSA Same rules as the Health Care FSA but if you are enrolled in the HDHP, you are eligible for a limited-purpose FSA which allows you to pay for dental and vision expenses.

## Dependent Care FSA

Utilize pre-tax dollars to cover the cost of day care expenses incurred so that both parents can work. The maximum amount you may contribute to your dependent care FSA is \$5,000 per household. Funds are available as deposited.

## FSA Debit Card

When you enroll in the health care FSA, ISolved sends you a debit card. The FSA debit card is accepted at medical offices and qualified merchants (e.g. pharmacies, drug stores) to pay directly for health care expenses. When you use your FSA debit card to pay, funds are instantly deducted from your FSA account. You can obtain additional cards for your spouse or dependents.

## Carryover Maximum Limits:

The maximum carry forward limit is temporarily removed, which allows you to carry forward any unused funds from your Health/Limited Purpose and Dependent Care FSA balances. This applies to the plan year ending in 2020 and 2021.

## A Few Things to Consider....

FSAs offer a pre-tax opportunity. As such, they are also subject to strict IRS rules, including the following:

- Once you enroll in the FSA, you cannot change your contribution amount during the year unless you experience a change in status (see section "Making Changes During the Year").
- If you are enrolled in the 2021 HDHP HSA with Pansophic (or any other HDHP HSA plan), you are not eligible to participate in the health care FSA. However, you are able to participate in the Limited Purpose FSA.
- If during open enrollment, you transfer from the HDHP (with HSA) to the PPO, you are now eligible to enroll in the FSA and use your FSA for medical, dental and vision expenses. If you have money left in your HSA (from prior contributions), you are also eligible to utilize the HSA money towards your new health care expenses (or you can save the HSA money for retirement).
- For a detailed list of eligible expenses, visit [www.irs.gov/publications](https://www.irs.gov/publications) and search for Publications 502 (Medical and Dental Expenses) and 503 (Child and Dependent Care Expenses).

# Flexible Spending

## CREATE AN ACCOUNT ON-LINE

The online portal enables you to:

- File a claim
- Upload receipts
- View account balances, account activity, claim history and payment

## SUBMIT YOUR DOCUMENTATION

You may choose how to submit your documentation to iSolved Benefit Services



- Online:
  - Log onto your account at [www.iSolved Benefit Services.com](http://www.iSolved Benefit Services.com)
  - Enter your claim information
  - Upload your receipt



- Fax:
  - Download and print the reimbursement request form at [www.iSolved Benefit Services.com](http://www.iSolved Benefit Services.com)
  - Complete and fax the form along with your receipt to 800-379-5670



- Mail:
  - mail the complete reimbursement form and mail it along with your receipt to:  
iSolved Benefit Services  
PO Box 488  
Coldwater, MI 49036

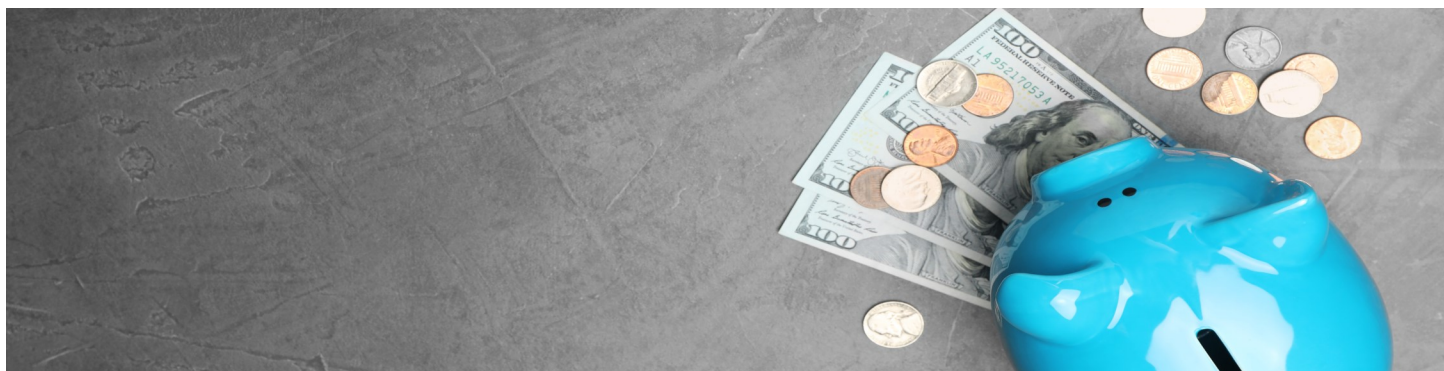
## DOWNLOAD THE IFLEX APP

Access your benefits anytime, anywhere by downloading the iFlex mobile app. You will be able to:

- View statements and notifications, check balances and see account activity 24/7
- Submit claims
- Report a card as lost or stolen

### Remember to keep your receipts!

Your debit card may be suspended for failure to provide receipts upon request from iSolved Benefit Services.





# Life and AD&D Insurance

## Life and AD&D Insurance

Providing economic security for your family is a major consideration in personal financial planning. Your benefits package includes Basic Life Insurance / Accidental Death & Dismemberment (AD&D) at no cost to you. The plan administrator is UNUM.

The basic life benefit is payable to your designated beneficiary in the event of your death. The amount of coverage is **1x salary to a maximum of \$50,000**.

### Life Benefit Age Reductions:

- ✓ 65% at age 65 and
- ✓ 50% at age 70

## Voluntary Life and AD&D Insurance

You may purchase additional Life/AD&D insurance for yourself, your spouse and your child(ren) through UNUM.

Evidence of insurability (EOI) is required for all late entrants and increased coverage amounts above \$10,000 for employees, over \$5,000 for a spouse and over the Guarantee Issue amount. It is important to note that coverage will not become effective until approved by UNUM.

### What is my cost for this coverage?

Employee premiums for this benefit will be available when you enroll in your benefits through BenXpress.

### Life Benefit Age Reductions:

- ✓ 65% at age 65 and
- ✓ 50% at age 70

### Beneficiary designation reminder

Please update/confirm your beneficiary elections! If you intend to name a minor as beneficiary, carriers recommend that you establish a trust.

Life AD&D Insurance		Evidence of Insurability Required If:
<b>Voluntary Employee Life &amp; AD&amp;D</b>	\$10,000 increments up to a max of 5x earnings or \$500,000, whichever is less.	<ul style="list-style-type: none"> <li>You elect after your initial eligibility period</li> <li>If you are electing coverage greater than \$200,000</li> </ul>
	Guarantee Issue: \$200,000	<ul style="list-style-type: none"> <li>If you increase coverage amounts above \$10,000</li> </ul>
<b>Voluntary Dependent Life</b>	<b>Spouse:</b> \$5,000 increments up to \$250,000 not to exceed 100% of employee coverage amount.	<ul style="list-style-type: none"> <li>You elect over \$25,000</li> <li>You elect after your initial eligibility period</li> </ul>
	Guarantee Issue: \$50,000	<ul style="list-style-type: none"> <li>If you increase coverage over \$5,000</li> </ul>
	<b>Child:</b> 0-14 days: \$1,000; 14 days-26 years \$2,000 increments to \$10,000.	<ul style="list-style-type: none"> <li>You elect after your initial eligibility period and/or of \$5,000</li> </ul>
	Guarantee Issue: \$10,000	

# Disability Insurance

## SHORT TERM DISABILITY (STD)

### UNUM

We recognize the importance of your financial well-being, particularly in the event of a disability. A short term illness or injury, although not necessarily serious, can still prevent you from working for a period of time. Should this happen, the short term disability plan (STD) will replace a portion of your lost income. The company provides the STD plan at no cost to you.

**Weekly Benefit:** 60% of basic weekly earnings to a maximum of \$2,308

**Disability Elimination Period:** 7 Days

**Injury Elimination Period:** 7 Days

**Benefit Duration:** Payable for up to 25 Weeks

## LONG TERM DISABILITY (LTD)

### UNUM

The long term disability plan protects you in the event of a disability over 90 days for a low monthly cost. The company provides the LTD plan at no cost to you.

**Monthly Benefit:** 60% of monthly earnings to a maximum of \$10,000

**Elimination Period:** 180 Days

**Benefit Duration:** Benefits are payable up to normal Social Security age.



# Employee Assistance Program (EAP)

The EAP is designed to help you lead a happier and more productive life at home and at work. Resource Advisor is a member assistance program that's provides resources and services to support you and your household family members when you need it.

You and your family members are eligible for up to three free counselor visits, at no cost to you. Counselors can help with :

Stress, Anxiety and depression	Relationship issues, divorce	Identity theft
Legal questions	Anger, grief and loss	Child/elder care

## Work/Life Balance

You can also reach out to a specialist for help with balancing work and life issues. Just call and one of our Work/ Life Specialists can answer your questions and help you find resources in your community.

### Ask Our Work/Life Specialist about:

- Child care
- Elder care
- Legal questions
- Identity theft
- Financial services, debt management, credit report issues
- Even reducing your medical/dental bills! • And more

### Help is easy to access:

- Online/phone support: Unlimited, confidential and 24/7.
- In-person: You can get up to 3 visits available at no additional cost to you with a Licensed Professional Counselor. Your counselor may refer you to resources in your community for ongoing support.

### Always by your side:

- Expert support 24/7
- Convenient website
- Short-term help
- Referrals for additional care
- Monthly webinars
- Medical Bill Saver™ — helps you save on medical bills

### Who is covered?

Unum's EAP services are available to all eligible employees, their spouses or domestic partners, dependent children, parents and parents-in-law.

### Contact:

Toll-free 24/7 access:

- 1-800-854-1446 (multi-lingual)
- [www.unum.com/lifebalance](http://www.unum.com/lifebalance)

\* The counselors must abide by federal regulations regarding duty to warn of harm to self or others. In these instances, the consultant may be mandated to report a situation to the appropriate authority.

# Travel Assistance

## **If you experienced a medical emergency while traveling, would you know who to call?**

Whenever you travel 100 miles or more from home — to another country or just another city — be sure to pack your worldwide emergency travel assistance phone number! Travel assistance speaks your language, helping you locate hospitals, embassies and other “unexpected” travel destinations. Add the number to your cell phone contacts, so it’s always close at hand! Just one phone call connects you and your family to medical and other important services 24 hours a day.

## **Use your travel assistance phone number to access:**

- Hospital admission assistance\*
- Emergency medical evacuation
- Prescription replacement assistance
- Transportation for a friend or family member to join a hospitalized patient
- Care and transport of unattended minor children
- Assistance with the return of a vehicle
- Emergency message services
- Critical care monitoring
- Emergency trauma counseling
- Referrals to Western-trained, English-speaking medical providers
- Legal and interpreter referrals
- Passport replacement assistance

## **24/7 services anywhere in the world:**

Unum’s travel assistance services are provided by Assist America, Inc., a leading provider of global emergency assistance services through employee benefit plans. Assist America’s medically certified personnel are ready to help 24 hours a day, 365 days a year, and can connect you with pre-qualified, English-speaking and Western-trained medical providers anywhere in the world.

## **Whether traveling for business or pleasure, one phone call connects you to:**

- Multi-lingual, medically certified crisis management professionals
- A state-of-the-art global response operations center
- Qualified medical providers around the world

## **With the Assist America Mobile App, you can:**

- Call Assist America’s Operation Center from any where in the world with the touch of a button
- Access pre-trip information and country guides
- Search for local pharmacies (U.S. only)
- Download a membership card
- View a list of services
- Search for the nearest U.S. embassy
- Read Assist Alerts

**Download and activate the app today from the AppleApp Store or Google Play.**

# Accident Insurance

## How does it work?

Accident Insurance can pay a set benefit amount based on the type of injury you have and the type of treatment you need. It covers accidents that occur off the job. And it includes a range of incidents, from common injuries to more serious events.

## Wellness Benefit

Every year, each family member who has Accident coverage can also receive \$50 for getting a health screening test, such as:

- Blood tests
- Chest X-rays
- Stress tests
- Colonoscopies
- Mammograms

## Sickness Hospital Confinement Benefit

This optional benefit pays a daily amount if you're in the hospital for a covered illness. It's available to each family member who has Accident coverage. You can receive \$100 per day. Coverage for children is 75% of that amount.

– The benefit has a 12-month pre-existing condition limitation.

## Why is this coverage so valuable?

- It can help you with out-of-pocket costs that your medical plan doesn't cover, like co-pays and deductibles.
- You're guaranteed base coverage, without answering health questions.
- The cost is conveniently deducted from your paycheck.
- You can keep your coverage if you change jobs or retire. You'll be billed directly.

## Who can get coverage?

<b>You</b>	If you're actively at work*
<b>Your spouse</b>	Ages 17 and up
<b>Your children</b>	Dependent children from birth until their 26th birthday, regardless of marital or student status.





# Critical Illness Insurance

## How does it work?

If you're diagnosed with an illness that is covered by this insurance, you can receive a benefit payment in one lump sum. You can use the money however you want.

## Why is this coverage so valuable?

- The money can help you pay out-of-pocket medical expenses, like co-pays and deductibles.
- You can use this coverage more than once. Even after you receive a payout for one illness, you're still covered for the remaining conditions. If you have a different condition later, you can receive another benefit.
- This insurance pays you once for each eligible illness. However, the diagnoses must be at least 90 days apart, and the conditions can't be related to each other.

## What's covered?

- Heart attack
- Blindness
- Major organ failure
- End-stage kidney failure
- Benign brain tumor
- Coronary artery bypass surgery (pays at 25% of lump sum benefit)
- Coma that lasts at least 14 consecutive days
- Stroke whose effects are confirmed at least 30 days after the event
- Occupational HIV
- Permanent paralysis of at least two limbs due to a covered accident

## Coverage is also included for:

- Cancer
- Carcinoma in situ — pays 25% of your coverage amount. (Carcinoma in situ is defined as cancer that involves only cells in the tissue in which it began and that has not spread to nearby tissues.)

## Why should I buy coverage now?

- It's more affordable when you buy it through your employer.
- The cost is conveniently deducted from your paycheck.
- You can keep coverage if you leave the company or retire. You'll be billed at home.

## What else is included?

### A Wellness Benefit

Every year, each family member who has Critical Illness coverage can also receive \$50 for getting a health screening test, such as:

- Blood tests
- Chest X-rays
- Stress tests
- Colonoscopies
- Mammograms
- And other tests listed in your policy

# Hospital Insurance

## How does it work?

Hospital Insurance helps covered employees and their families cope with the financial impacts of a hospitalization. You can receive benefits when you're admitted to the hospital for a covered accident, illness, or childbirth. The money is paid directly to you – not to a hospital or care provider. The money can also help you pay the out-of-pocket expenses your medical plan may not cover, such as co-insurance, co-pays and deductibles.

## What's included?

- \$1,500 for each covered hospital admission - once per year
- \$100 for each day of your covered hospital stay, up to 60 days - once per year
- \$200 for each day you spend in intensive care, up to 15 days - once per year

## Who can get coverage?

You:	If you're actively at work
Your spouse:	ages 17 and up
Your children:	Dependent children until their 26th birthday, regardless of marital or student status.

Employee must purchase coverage for themselves in order to purchase spouse or child coverage. Employees must be legally authorized to work in the United States and actively working at a U.S. location to receive coverage. Spouses and dependent children must reside in the United States to receive coverage.

## Why is this coverage so valuable?

- The benefits in this plan are compatible with a Health Savings Account (HSA).
- You may take the coverage with you if you leave the company or retire, without having to answer new health questions. You'll be billed directly.
- Wellness Benefit: Based on your plan, this benefit can pay \$50 per calendar year per insured individual if a covered health screening test is performed, including: blood tests, chest X-rays, stress tests, mammograms, and colonoscopies
- A full list of covered tests will be provided in your certificate.





# Whole Life Insurance

## How does it work?

You can keep Whole Life Insurance as long as you want. Once you've bought coverage, your cost won't increase as you age. The benefit amount stays the same, too — it doesn't decrease as you get older. That means you get protection during your working years and into retirement. Whole Life Insurance also earns interest, or "cash value," at a guaranteed rate of 4.5%.\* You can borrow from that cash value, or you can buy a smaller, paid-up policy — with no more premiums due.

## What's included?

### A "Living" Benefit

You can request an early payout of your policy's death benefit (up to \$150,000 maximum) if you're expected to live 24 months. It would reduce the benefit that's paid when you die.

### Long Term Care Rider

You may be able to use your death benefit to pay for long term care. Subject to rider conditions. See your plan administrator for more information.

## Who can get coverage?

You	You can purchase coverage for as little as \$3 weekly, as long as the minimum benefit is at least \$2,000. The benefit amount is based on the premium amount you select, your age when coverage begins, and whether you use tobacco.
Your spouse: Individual coverage	Available for your spouse, ages 15-80, even if you don't purchase coverage for yourself. If you leave your employer, you can keep this coverage and be billed at home. You can purchase coverage for as little as \$3 weekly, as long as the minimum benefit is at least \$2,000. The benefit amount is based on the premium amount you choose, your spouse's age when coverage begins, and whether they use tobacco.
Your children: Individual coverage	Your children can have individual coverage, even if you don't get coverage for yourself. If you leave your employer, your children can keep their coverage. You can purchase coverage for each child for as little as \$1 a week.

## Why should I buy coverage now?

- It's more affordable when you're younger. Once you've bought coverage, your cost stays the same as long as you keep it.
- The cost is conveniently deducted from your paycheck.
- Whole life gives you valuable protection in addition to any term life insurance you might have.



# Your Rights

## **Newborns' and Mothers' Health Protection Act Notice**

The Newborns' and Mothers' Health Protection Act (Newborns' Act) includes important protections for mothers and their newborn children with regard to the length of the hospital stay following childbirth. The Newborns' Act requires that group health plans that offer maternity coverage pay for at least a 48-hour hospital stay following childbirth (96-hour stay in the case of cesarean section).

## **Women's Health and Cancer Rights Act Notice**

The Women's Health and Cancer Rights Act of 1998 is a federal law that provides protection to patients who choose to have breast reconstruction in connection with a mastectomy. This required coverage includes all stages of reconstruction of the breast on which the mastectomy was performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, prostheses and treatment of physical complications of the mastectomy, including lymphedema.

## **ACA Nondiscrimination**

This group health plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex.



# Medicare Part D Notice

## **IMPORTANT DISCLOSURES FOR THE PANSOPHIC LEARNING AND ACCEL SCHOOLS WELFARE BENEFIT PLAN**

Following are important disclosures related to the Pansophic Learning and ACCEL Schools Welfare Benefit Plan. If you have any questions regarding any of these disclosures, please contact Rachelle Kucharski at 216-583-5230.

### **Important Notice from Pansophic Learning and ACCEL Schools About Your Prescription Drug Coverage and Medicare**

Please read this Notice carefully and keep it where you can find it. This Notice has information about your current prescription drug coverage with Pansophic Learning and ACCEL Schools (the “Plan”) and about your options under Medicare’s prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare’s prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. Pansophic Learning and ACCEL Schools has determined that the prescription drug coverage offered by the Plan is, on average for all Plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

### **When Can You Join A Medicare Drug Plan?**

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15<sup>th</sup> to December 7<sup>th</sup>. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

### **What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?**

If you decide to join a Medicare drug plan, your current Plan coverage may be affected. Contact your plan administrator for more information.

If you do decide to join a Medicare drug plan and drop your current Plan coverage, be aware that you and your dependents may or may not be able to get this coverage back.

# Medicare Part D Notice

## **When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?**

You should also know that if you drop or lose your current Plan coverage and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

## **For More Information About This Notice Or Your Current Prescription Drug Coverage...**

Contact the person listed below for further information.

**NOTE:** You'll get this Notice each year. You will also get it before the next period you can join a Medicare drug plan, and if the Plan coverage changes. You also may request a copy of this Notice at any time.

## **For More Information About Your Options Under Medicare Prescription Drug Coverage...**

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

Visit [www.medicare.gov](http://www.medicare.gov)

Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help

Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at [www.socialsecurity.gov](http://www.socialsecurity.gov), or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

**Date:** June 7, 2021

**Name of Entity/Sender:** PANSOPHIC LEARNING US LLC

**Contact:** Emily Schmidt

**Address:** 1650 Tysons Boulevard, Suite 600, McLean, VA 22102

**Phone Number:** 703.206.6225



# Medicaid & Chip Program

## Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit [www.healthcare.gov](http://www.healthcare.gov).

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877- KIDS NOW** or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call **1-866-444-EBSA (3272)**.

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of January 31, 2021. Contact your State for more information on eligibility –

ALABAMA-Medicaid	CALIFORNIA-Medicaid
Website: <a href="http://myalhcpp.com/">http://myalhcpp.com/</a> Phone: 1-855-692-5447	Website: Health Insurance Premium Payment (HIPP) Program <a href="http://dhcs.ca.gov/hipp">http://dhcs.ca.gov/hipp</a> Phone: 916-445-8322 Email: <a href="mailto:hipp@dhcs.ca.gov">hipp@dhcs.ca.gov</a>
ALASKA-Medicaid	COLORADO-Health First Colorado (Colorado's Medicaid Program) & Child Health Plan Plus (CHP+)
The AK Health Insurance Premium Payment Program Website: <a href="http://myakhipp.com/">http://myakhipp.com/</a> Phone: 1-866-251-4861 Email: <a href="mailto:CustomerService@MyAKHIPP.com">CustomerService@MyAKHIPP.com</a> Medicaid Eligibility: <a href="http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx">http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx</a>	Health First Colorado Website: <a href="https://www.healthfirstcolorado.com/">https://www.healthfirstcolorado.com/</a> Health First Colorado Member Contact Center: 1-800-221-3943/ State Relay 711 CHP+: <a href="https://www.colorado.gov/pacific/hcpf/child-health-plan-plus">https://www.colorado.gov/pacific/hcpf/child-health-plan-plus</a> CHP+ Customer Service: 1-800-359-1991/ State Relay 711 Health Insurance Buy-In Program (HIBI): <a href="https://www.colorado.gov/pacific/hcpf/health-insurance-buy-program">https://www.colorado.gov/pacific/hcpf/health-insurance-buy-program</a> HIBI Customer Service: 1-855-692-6442
ARKANSAS-Medicaid	FLORIDA-Medicaid
Website: <a href="http://myarhipp.com/">http://myarhipp.com/</a> Phone: 1-855-MyARHIPP (855-692-7447)	Website: <a href="https://www.flmedicaidprecovery.com/flmedicaidprecovery.com/hipp/index.html">https://www.flmedicaidprecovery.com/flmedicaidprecovery.com/hipp/index.html</a> Phone: 1-877-357-3268
GEORGIA-Medicaid	MASSACHUSETTS - Medicaid and CHIP
Website: <a href="https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp">https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp</a> Phone: 678-564-1162 ext 2131	Website: <a href="https://www.mass.gov/info-details/masshealth-premium-assistance-pa">https://www.mass.gov/info-details/masshealth-premium-assistance-pa</a> Phone: 1-800-862-4840

# Medicaid & Chip Program

INDIANA-Medicaid	MINNESOTA-Medicaid
Healthy Indiana Plan for low-income adults 19-64 Website: <a href="http://www.in.gov/fssa/hip/">http://www.in.gov/fssa/hip/</a> Phone: 1-877-438-4479 All other Medicaid Website: <a href="https://www.in.gov/medicaid/">https://www.in.gov/medicaid/</a> Phone 1-800-457-4584	Website: <a href="https://mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/programs-and-services/other-">https://mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/programs-and-services/other-</a>
IOWA-Medicaid and CHIP (Hawki)	MISSOURI-Medicaid
Medicaid Website: <a href="https://dhs.iowa.gov/ime/members">https://dhs.iowa.gov/ime/members</a> Medicaid Phone: 1-800-338-8366 Hawki Website: <a href="http://dhs.iowa.gov/Hawki">http://dhs.iowa.gov/Hawki</a> Hawki Phone: 1-800-257-8563 HIPP Website: <a href="https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp">https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp</a> HIPP Phone: 1-888-346-9562	Website: <a href="http://www.dss.mo.gov/mhd/participants/pages/hipp.htm">http://www.dss.mo.gov/mhd/participants/pages/hipp.htm</a> Phone: 573-751-2005
KANSAS-Medicaid	MONTANA-Medicaid
Website: <a href="https://www.kancare.ks.gov/">https://www.kancare.ks.gov/</a> Phone: 1-800-792-4884	Website: <a href="http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP">http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP</a> Phone: 1-800-694-3084
KENTUCKY-Medicaid	NEBRASKA-Medicaid
Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website: <a href="https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx">https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx</a> Phone: 1-855-459-6328 Email: <a href="mailto:KIHIPPPROGRAM@ky.gov">KIHIPPPROGRAM@ky.gov</a> KCHIP Website: <a href="https://kidshealth.ky.gov/Pages/index.aspx">https://kidshealth.ky.gov/Pages/index.aspx</a> Phone: 1-877-524-4718 Kentucky Medicaid Website: <a href="https://chfs.ky.gov">https://chfs.ky.gov</a>	Website: <a href="http://www.ACCESSNebraska.ne.gov">http://www.ACCESSNebraska.ne.gov</a> Phone: 1-855-632-7633 Lincoln: 402-473-7000 Omaha: 402-595-1178
LOUISIANA-Medicaid	NEVADA-Medicaid
Website: <a href="http://www.medicaid.la.gov">www.medicaid.la.gov</a> or <a href="http://www.ldh.la.gov/la hipp">www.ldh.la.gov/la hipp</a> Phone: 1-888-342-6207 (Medicaid hotline) or 1-855-618-5488 (LaHIPP)	Medicaid Website: <a href="http://dhcfp.nv.gov">http://dhcfp.nv.gov</a> Medicaid Phone: 1-800-992-0900
MAINE-Medicaid	NEW HAMPSHIRE-Medicaid
Enrollment Website: <a href="https://www.maine.gov/dhhs/ofi/applications-forms">https://www.maine.gov/dhhs/ofi/applications-forms</a> Phone: 1-800-442-6003 TTY: Maine relay 711	Website: <a href="https://www.dhhs.nh.gov/oi/hipp.htm">https://www.dhhs.nh.gov/oi/hipp.htm</a> Phone: 603-271-5218 Toll free number for the HIPP program: 1-800-852-3345, ext 5218
Private Health Insurance Premium Webpage: <a href="https://www.maine.gov/dhhs/ofi/applications-forms">https://www.maine.gov/dhhs/ofi/applications-forms</a> Phone: 1-800-977-6740 TTY: Maine relay 711	
NEW JERSEY-Medicaid and CHIP	SOUTH DAKOTA-Medicaid
Medicaid Website: <a href="http://www.state.nj.us/humanservices/dmahs/clients/medicaid/">http://www.state.nj.us/humanservices/dmahs/clients/medicaid/</a> Medicaid Phone: 609-631-2392 CHIP Website: <a href="http://www.njfamilycare.org/index.html">http://www.njfamilycare.org/index.html</a> CHIP Phone: 1-800-701-0710	Website: <a href="http://dss.sd.gov">http://dss.sd.gov</a> Phone: 1-888-828-0059
NEW YORK-Medicaid	TEXAS-Medicaid
Website: <a href="https://www.health.ny.gov/health_care/medicaid/">https://www.health.ny.gov/health_care/medicaid/</a> Phone: 1-800-541-2831	Website: <a href="http://gethipptexas.com/">http://gethipptexas.com/</a> Phone: 1-800-440-0493

# Medicaid & Chip Program

NORTH CAROLINA-Medicaid	UTAH-Medicaid and CHIP
Website: <a href="https://medicaid.ncdhhs.gov/">https://medicaid.ncdhhs.gov/</a> Phone: 919-855-4100	Medicaid Website: <a href="https://medicaid.utah.gov/">https://medicaid.utah.gov/</a> CHIP Website: <a href="http://health.utah.gov/chip">http://health.utah.gov/chip</a> Phone: 1-877-543-7669
NORTH DAKOTA-Medicaid	VERMONT-Medicaid
Website: <a href="http://www.nd.gov/dhs/services/medicalserv/medicaid/">http://www.nd.gov/dhs/services/medicalserv/medicaid/</a> Phone: 1-844-854-4825	Website: <a href="http://www.greenmountaincare.org/">http://www.greenmountaincare.org/</a> Phone: 1-800-250-8427
OKLAHOMA-Medicaid and CHIP	VIRGINIA-Medicaid and CHIP
Website: <a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a> Phone: 1-888-365-3742	Website: <a href="https://www.coverva.org/hipp/">https://www.coverva.org/hipp/</a> Medicaid Phone: 1-800-432-5924 CHIP Phone: 1-855-242-8282
OREGON-Medicaid	WASHINGTON-Medicaid
Website: <a href="http://healthcare.oregon.gov/Pages/index.aspx">http://healthcare.oregon.gov/Pages/index.aspx</a> <a href="http://www.oregonhealthcare.gov/index-es.html">http://www.oregonhealthcare.gov/index-es.html</a> Phone: 1-800-699	Website: <a href="https://www.hca.wa.gov/">https://www.hca.wa.gov/</a> Phone: 1-800-562-3022
PENNSYLVANIA-Medicaid	WEST VIRGINIA-Medicaid
Website: <a href="https://www.dhs.pa.gov/providers/Providers/Pages/Medicaid/HIPP-Program.aspx">https://www.dhs.pa.gov/providers/Providers/Pages/Medicaid/HIPP-Program.aspx</a> Phone: 1-800-692-7462	Website: <a href="http://mywvhipp.com/">http://mywvhipp.com/</a> Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)
RHODE ISLAND-Medicaid and CHIP	WISCONSIN-Medicaid and CHIP
Website: <a href="http://www.eohhs.ri.gov/">http://www.eohhs.ri.gov/</a> Phone: 1-855-697-4347, or 401-462-0311 (Direct Rite Share Line)	Website: <a href="https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm">https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm</a> Phone: 1-800-362-3002
SOUTH CAROLINA-Medicaid	WYOMING-Medicaid
Website: <a href="https://www.scdhhs.gov">https://www.scdhhs.gov</a> Phone: 1-888-549-0820	Website: <a href="https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/">https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/</a> Phone: 1-800-251-1269

To see if any other states have added a premium assistance program since January 31, 2021, or for more information on special enrollment rights, contact either:

U.S. Department of Labor  
Employee Benefits Security Administration  
[www.dol.gov/agencies/ebsa](http://www.dol.gov/agencies/ebsa)  
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services  
Centers for Medicare & Medicaid Services  
[www.cms.hhs.gov](http://www.cms.hhs.gov)  
1-877-267-2323, Menu Option 4, Ext. 61565

## Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email [ebsa.opr@dol.gov](mailto:ebsa.opr@dol.gov) and reference the OMB Control Number 1210-0137.

OMB Control Number 1210-0137 (expires 1/31/2023)



# Helpful Contacts

BENEFIT	PROVIDER	CONTACT INFORMATION
<b>Medical</b>	Anthem BCBS	www.anthem.com 833-592-9956
<b>Dental</b>	Anthem BCBS	www.anthem.com 833-592-9956
<b>Vision</b>	NVA	www.e-nva.com 800-672-7723
<b>Basic Life and AD&amp;D</b>	UNUM	www.unum.com
<b>Voluntary Life and AD&amp;D</b>		800-421-0344
<b>Short-Term Disability</b>	UNUM	www.unum.com
<b>Long-Term Disability</b>		800-421-0344
<b>Health Savings Accounts (HSA)</b>	Anthem	www.anthem.com 833-592-9956
<b>Flexible Spending Account (FSA)</b>	iSolved Benefit Services	www.isolvedbenefitservices.com 800-300-3838
<b>Employee Assistance Program (EAP)</b>	UNUM	www.unum.com/lifebalance 800-854-1446
<b>Travel Assistance Program</b>	UNUM	www.unum.com 800-872-1414
<b>Accident Insurance</b>	UNUM	www.unum.com
<b>Critical Illness Insurance</b>		800-421-0344
<b>Hospital Indemnity Insurance</b>		
<b>Whole Life Insurance</b>		
<b>Benefit Advocate Center</b>	Gallagher	bac.pansophiclearning@ajg.com 833-775-2143



This document is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies themselves must be read for those details. The intent of this document is to provide you with general information about your employee benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. Questions regarding specific issues should be directed to your Human Resources/Benefits Department.

# Attachment 14

## **BRIDGES PREPARATORY ACADEMY**

### **ATTACHMENT 8**

#### **DESCRIPTION OF FACILITIES**

The School facility has 8 classrooms, 3 staff offices including the main office, a gymnasium, cafeteria and a playground outside for the students. In the last year every classroom and hallway has been painted. Carpet was removed from the offices and sick room and new floor tile was installed. Within the last few years new heating/cooling wall units were placed in the classrooms. A new window air conditioner was donated by Philip's Electric for the cafeteria last summer. New wiring was also completed in the cafeteria and new wiring for the updated lights has been started.

# LEASE

This lease made and concluded at Tiffin, Ohio, this 21 day of July 2004 by and between St. Francis Home, Inc., 182 St. Francis Avenue, Tiffin, Ohio 44883 Lessor, and Bridges Community Academy, 3100 S. St. Rt. 100, Tiffin, Ohio 44883, Lessee, **WITNESSETH:**

## ARTICLE I

That said Lessor, in consideration of the rents and covenants hereinafter contained and by said Lessee to be paid and performed, hereby leases to the said Lessee the property known and described as follows:

Rooms 36, 37, and 38 in and at Elizabeth Schaefer Apartments, 182 St. Francis Avenue, Tiffin, Ohio 44883. Lessee shall pay during said term the sum of One Thousand Six Hundred Sixty-Eight and no/100 Dollars (\$1,668.00) per month in advance on the fifteenth day of each month during said term.

It is mutually understood and agreed that the Lessee shall be permitted to the use of Room 39, 47 and 48B (room on north end of laundry room) in and at Elizabeth Schaefer Apartments, except at such times as said room is scheduled for other purposes as designated by Lessor. Lessee shall pay during said term the sum of Five Hundred Twenty-Four and no/100 Dollars (\$524.00) per month in advance on the 15<sup>th</sup> day of each month during said term.

It is mutually understood and agreed that the demised premised does not include the gym and/or stage in and at Elizabeth Schaefer Apartments. The usage of such areas shall be upon such terms and conditions as may be mutually agreed upon by and between the parties hereto. Lessee shall pay during said term the sum of One Hundred and Sixty-seven Dollars and no/100 (\$167.00) per month, in advance of the 15<sup>th</sup> day of each month during said term.

**See Exhibit A (attached)**

To have and to hold the same with the appurtenances unto the said Lessee commencing on the 15th day of July, 2004 for and during the full term of one year next ensuing, to be terminated on the 14th day of July, 2005.

Lessee shall have the right and option to renew this lease for two additional terms of one year each, the first renewal term commencing July 15, 2005, and terminating July 14, 2006 and the second renewal term commencing July 15, 2006 and terminating July 14, 2007, under and upon the same terms, covenants and provisions, provided, however, that the monthly rental shall be renegotiated between the parties. The increase in the monthly

rental shall be based on the most recently publicized Consumer Price Index-Urban (CPI-U), not to exceed three (3) percentage points, plus six (6) percentage points. Said options shall be exercised by the Lessee serving written notice thereof on the Lessor at least sixty days before the expiration of the initial term or first renewal term hereof on the Lessor personally or by mailing to it by certified mail. Said option may not be exercised in the event that default exists in the payment of rent or in any other of the terms, covenants and provisions of this lease on the part of the Lessee to be kept and performed.

The Lessee agrees to deposit with the Lessor the sum of Five Hundred and 00/100 Dollars (\$500.00), to be held by the Lessor as security for payment of rent and all other sums which may become due from Lessee hereunder and for the faithful performance and observance by the Lessee of all the covenants, agreements, obligations and conditions of this lease on the part of the Lessee to be performed and observed.

## ARTICLE II

Said Lessee covenants and agrees with said Lessor as follows:

1. To pay said rents in the manner aforesaid unless said premises are destroyed or rendered untenable or unusable by fire, windstorm or other unavoidable accidents.
2. To pay telephone, internet, and cable.
3. To use and occupy said premises as a community school only and for no other purpose without the advanced, written consent of the Lessor, which consent may not be unreasonably withheld. Lessee shall use and occupy said premises for such purpose in a careful, safe, lawful and proper manner without waste and shall be solely responsible to obtain and pay for all inspections, licenses and permits necessary for the operation of Lessee's community school.
4. To make no alterations in or to said premises or change the same or any part thereof without the advanced, written consent of the Lessor, which consent may be withheld for any reason.
5. To permit Lessor or Lessor's agents to enter upon said premises at all reasonable times to examine the premises or exhibit the same.
6. To keep said premises in as good order, condition and repair as the same now is and will so deliver up the same at the termination of this lease, reasonable use and ordinary wear and tear and damage by fire and other unavoidable casualty excepted. Lessee shall be responsible for all housekeeping/janitorial supplies and services. Lessee shall not be required to make any structural or exterior repairs.

7. To not assign this lease or sublet the same or any part thereof without the written consent of the Lessor.

8. To maintain public liability insurance protection against personal injury, death or property damage arising out of the use or occupancy of the premises by the Lessee of not less than \$1 million/\$2 million for personal injuries or death and \$ 1 million/\$2 million for property damage. Lessor shall be named in said policy as an insured and Lessee shall furnish Lessor with a certificate of such insurance.

9. To not permit smoking in Elizabeth Schaefer Apartments, except in designated areas, and to observe the St. Francis Senior Ministries Weapon-Free Policy, a copy of which is attached. (See Exhibit B)

### ARTICLE III

Said Lessor covenants and agrees with said Lessee as follows:

1. To pay trash removal and all water, gas, electric, and any other utility services charged against said premises or the occupants thereof during said term, except for telephone, internet, and cable, which shall be the responsibility of the Lessee.

2. To make all structural and exterior repairs in or about said premises.

3. To maintain the grounds ancillary to the demised premises, including snow removal.

4. To pay all real estate taxes and assessments, if any.

5. To pay all fire, windstorm and extended insurance coverage premiums for said premises, except on contents.

6. To provide ingress and egress as hereinafter provided.

7. To provide Lessee, upon payment of all the rent and upon performance of all the covenants of this lease on the Lessee's part to be performed, peaceable and quiet enjoyment of said premises for said term without disturbance by the Lessor or by any other person lawfully claiming the same.

### ARTICLE IV

It is mutually understood and agreed that no term or provision of the within lease shall be construed as creating between the parties hereto a joint venture, partnership,



agent/principal relationship, contractor/independent contractor, manager, employer/employee, or any other relationship except Lessor and Lessee. Each party shall be responsible for its own employees, services, supervision, supplies, consumables, equipment, policies, procedures, charges, hours of business, and all other aspects of its own operations.

It is mutually understood and agreed, that if any part of the rent is unpaid when due (and without demand therefore) or if said Lessee fails to keep and perform any of the covenants of this lease, it shall be lawful for said Lessor to re-enter said premises and take possession whereupon the obligations of the Lessor under this lease shall terminate without prejudice, however, to the right of said Lessor to recover from Lessee all damages occasioned by the default of said Lessee. It is mutually acknowledged by and between the parties hereto that as of the date of the within lease, the Ohio Department of Education has not released per pupil education funding to Lessee. Accordingly, it is mutually understood and agreed that notwithstanding any term or provision herein contained to the contrary, the monthly installments of rent due July 15, 2004, August 15, 2004, and September 15, 2004 and deposit shall be paid upon such release, but in no event later than September 30, 2004.

It is mutually understood and agreed that the Lessee shall be permitted to use the parking lot to the west of Elizabeth Schaefer Apartments, except that Lessee shall not use any of the parking spaces along the north side of Elizabeth Schaefer Apartments.. This right shall be nonexclusive to Lessee. Lessor shall also furnish to Lessee a bus entrance, drop-off, pick-up and exit, and a school director parking space, all to be designated by Lessor.

It is mutually understood and agreed that the Lessee shall be permitted the nonexclusive use of the elevator in and at Elizabeth Schaefer Apartments. It is mutually understood and agreed that the Lessee shall be permitted the non-exclusive use of the handicap accessible restroom on the first floor of Elizabeth Schaefer Apartments.

It is mutually understood and agreed that ingress and egress shall be to and from the stairway located through hallway 29 and lavatory 30. Such ingress and egress shall be nonexclusive.

It is mutually understood and agreed that the Lessee shall have the use of the lawn area west of Elizabeth Schaefer Apartments for its students. Lessee shall supervise its students and restrict the same to such area and Lessee shall be fully responsible therefor.

It is mutually understood and agreed that the Lessee shall be permitted to the first right of refusal on Elizabeth Schaefer Apartments basement space that St. Francis Home, Inc. is willing to offer for lease.

## ARTICLE V

Notwithstanding any term or provision of the within lease to the contrary, either party may, with cause, terminate this lease by delivering or causing to be delivered to the other party a ninety day written notice of such termination.

Lessee shall not record this lease. However, if Lessee deems it necessary and appropriate to cause a memorandum of this lease to be executed and recorded in accordance with applicable law referring to the initial one year term and the two successive one year options to renew, Lessor shall execute such memorandum of lease upon Lessee's request. Lessee shall bear the entire cost of preparing and recording said memorandum.

Any alteration, addition, or improvement to the premises shall become and remain the property of the Lessor and Lessee shall not be permitted to remove the same upon the termination of this lease or any extension thereof.

This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing signed by the parties.

The terms and provisions of this lease shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

Executed this 21 day of July, 2004.

St. Francis Home, Inc.

By: Robert L. Hauzie  
Its: President / CEO  
LEANNE K. SMITH

STATE OF OHIO )  
                          ) SS:  
SENECA COUNTY )

Notary Public, State of Ohio  
My Commission Expires 09-18-06

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of JULY, 2004 by St. Francis Home, Inc. by ROBERT HAUZIE, its PRESIDENT / CEO.

Leanne K. Smith  
Notary Public

Bridges Community Academy

By: Donna Marie Kaufman  
Its: Director

STATE OF OHIO )  
 ) SS:  
SENECA COUNTY )

LEANNE K. SMITH  
Notary Public, State of Ohio  
My Commission Expires 09-18-06

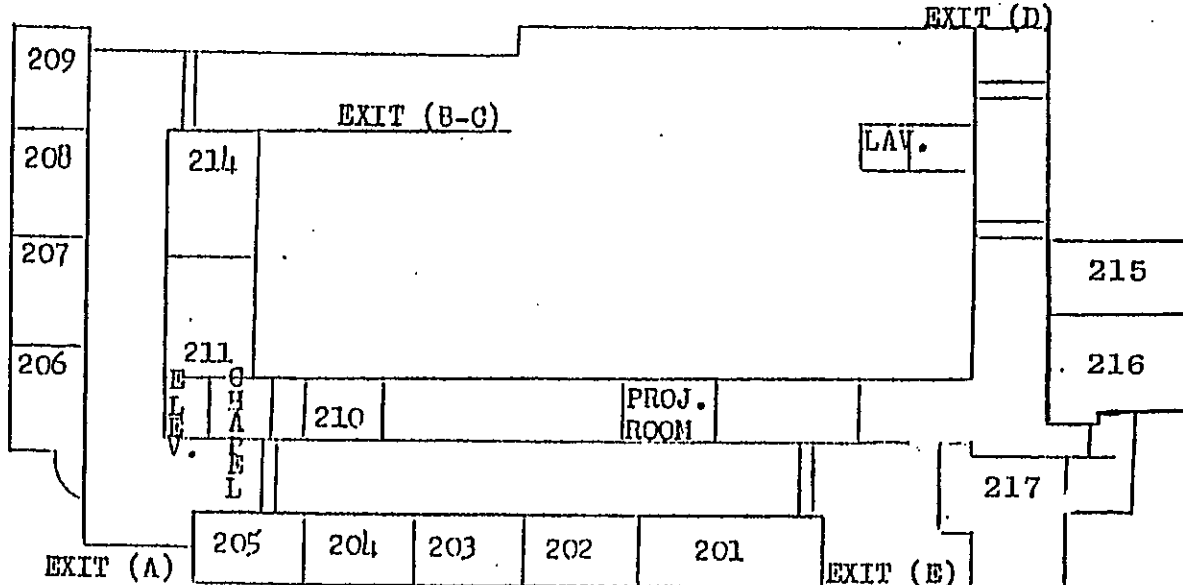
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of JULY,  
2004 by Bridges Community Academy by DONNA M. KAUFMAN, its DIRECTOR.

Leanne K. Smith

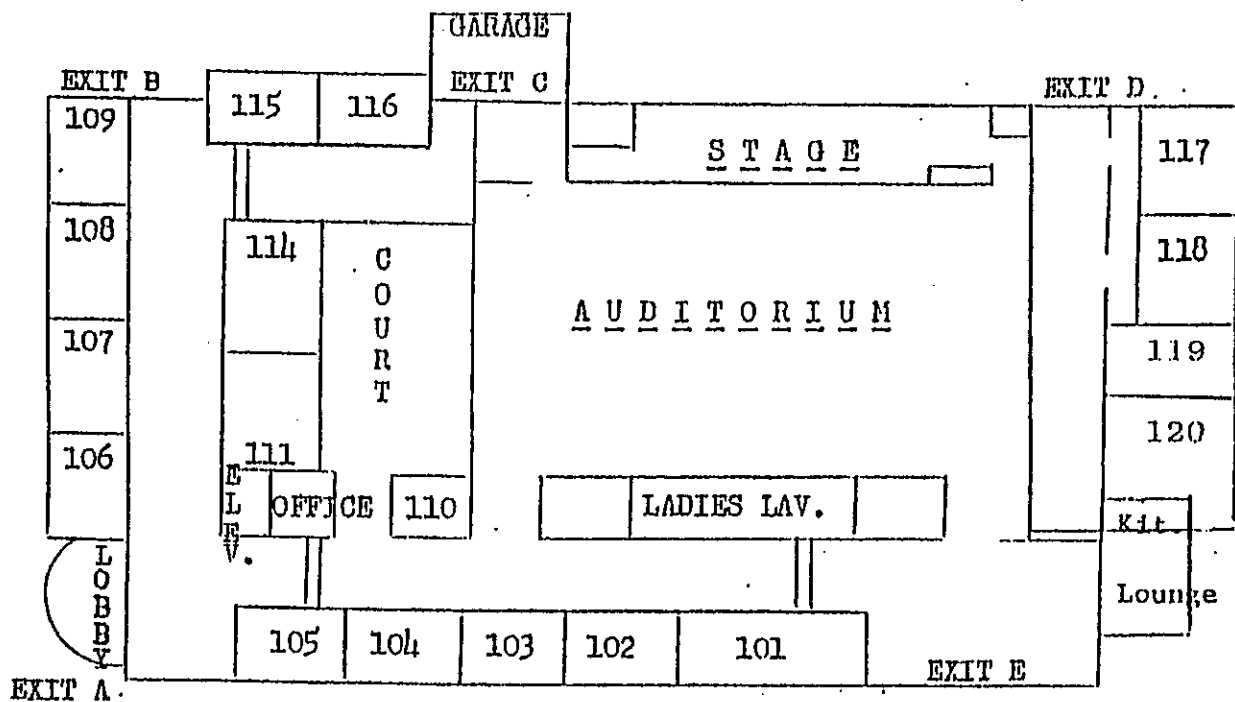
Notary Public

This instrument prepared by Dennis J. Eberly of the law firm of Eberly & Eberly, Tiffin,  
Ohio.

SECOND FLOOR



FIRST FLOOR



BASEMENT

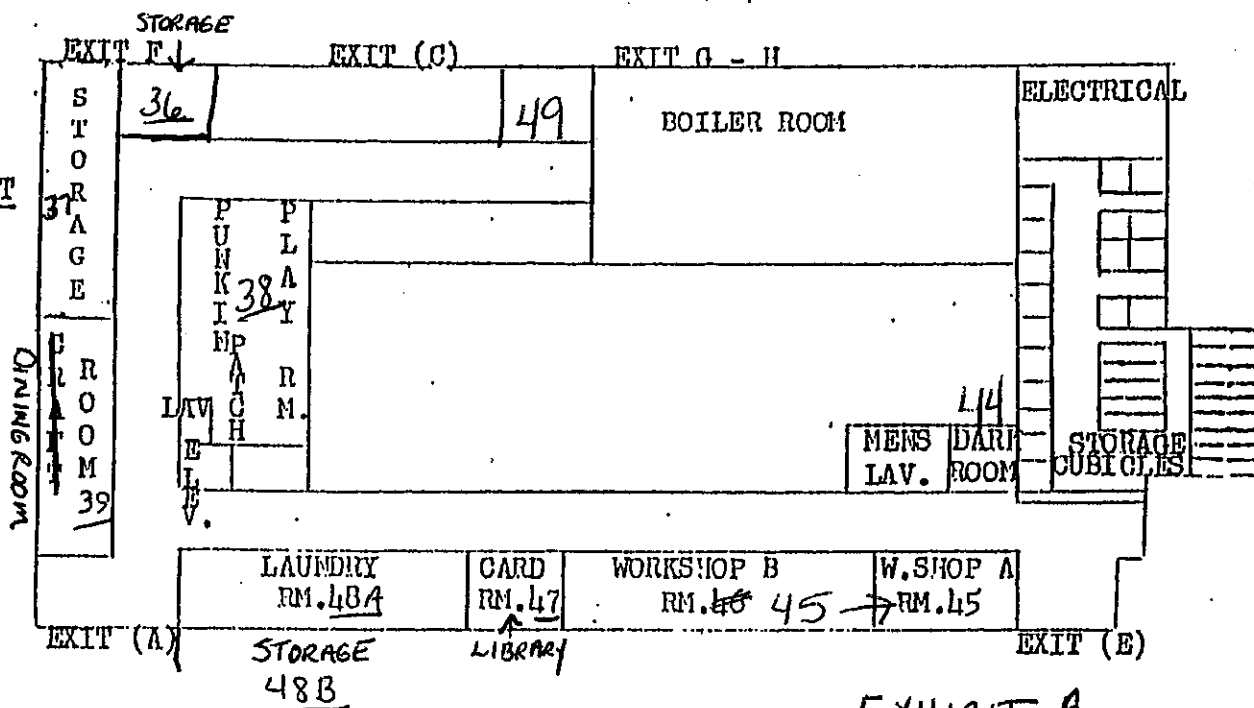


EXHIBIT A

**St. Francis Home, Inc.**

182 St. Francis Ave.

Tiffin, OH 44883

**SUBJECT: WEAPON-FREE POLICY**

<u>Department</u>	<u>Date Issued</u>	<u>Date Revised</u>	<u>Revision No.</u>	<u>Approval (Name/Title)</u>
Administration	Apr. 2004			Robert D. Hanzie, President/CEO

**POLICY:** St. Francis Home, Inc. prohibits the possession, concealment, transport and storage of all Weapons, whether licensed or not, on St. Francis Home Property.

**PURPOSE:** To maintain a safe living and work environment for all residents, staff, and visitors.

**PROCEDURE:**

- "Weapons" includes, but are not limited to, handguns, firearms, explosives, knives and other items that may be defined as weapons under state, federal, or local laws or ordinances.
- "St. Francis Home Property" includes all St. Francis-owned or leased buildings at the St. Francis Home, the Elizabeth Schaefer Apartments and the St. Francis Villas, and surrounding areas, such as lawns, sidewalks, walkways, parking lots and driveways, and all vehicles.
- This policy does not apply to any law enforcement personnel or security personnel engaging in official duties, or those residents in independent living who have received a written exception to this policy executed by the CEO or President.
- If employees or visitors have questions regarding whether items are prohibited by this policy, they should contact the Human Resources Department before bringing the items onto St. Francis Property.
- For purposes of monitoring compliance with this policy, St. Francis reserves the right to search all vehicles, packages, containers, briefcases, purses, lockers and desks maintained or brought onto St. Francis Property.
- Any staff member failing or refusing to comply with any aspect of this policy will be subject to discipline, up to and including immediate termination.
- Any visitor or guest bringing a weapon onto St. Francis property is in violation of this policy, forfeits any express or implied permission to enter or remain on the property, and is subject to immediate removal, without reimbursement for any fees paid for rent, programs or events. Any organization or individual using St. Francis property is responsible for communicating this policy to members and guests, and shall be responsible for enforcing it during the period of use.

## **Exception to Weapon-Free Policy**

St. Francis Senior Ministries, Inc.

The purpose of the Weapon-Free Policy is "to maintain a safe living and work environment for all residents, staff, and visitors". The possession and storage of a Weapon is only permitted by residents in independent living who have received a written exception to this policy. Accordingly, the possession and storage of any weapon on St. Francis Property must be secured such that no injury or harm can come to any resident, staff, or visitor.

The weapon(s) for which this exception is granted are described as follows:

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While on St. Francis Property the weapon(s) must be safely stored and locked as follows:

- Any rifle or handgun must be unloaded.
- Ammunition must be locked up in a safe or lockbox and the key or combination kept apart from the safe or lockbox.
- The weapon(s) must be locked up separately from the ammunition.
- It is recommended that any rifle or handgun must also have a gunlock (either a trigger lock or barrel lock).

Resident agrees to secure the weapon(s) identified above according to these terms. Resident also agrees to inform the CEO / President of St. Francis Home, Inc. when the weapon(s) are no longer kept on St. Francis Property.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
CEO / President  
St. Francis Home, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Addendum to Lease**  
**Between Lessor - St. Francis Home, Inc.**  
**And**  
**Lessee - Bridges Community Academy**

July 11, 2005

**Subject: Lease dated July 21, 2004 between St. Francis Home, Inc. and Bridges Community Academy**

The Subject Lease is hereby renewed commencing July 15, 2005 and terminating July 14, 2006, as per Article I of Subject Lease.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- The following represents the space leased or shared by Bridges Community Academy effective July 15, 2005.

**Leased:**

Room 36	Storage Room	205.4 sq. ft. @\$7.00	\$ 1,437.80
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.00	8,131.20
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.00	10,443.16
Room 39	Dining Area	1151 sq. ft. @ \$7.00	8,057.00
Room 47	Library	374.4 sq. ft. @ \$7.00	2,621.00
Left Side	Stage	234 sq. ft. @ \$7.00	1,638.00
Right Side	Stage (Music)	255 sq. ft. @ \$7.00	1,785.00
Room 28	Storage under stage	290 sq. ft. @ \$7.00	2,030.00
Room 31	Workshop	575 sq. ft. @ \$7.00	4,025.00
<b>Total:</b>		<b>5,738.28 sq. ft.</b>	<b>\$40,167.96</b>

**Shared Space:**

Room 48B	North Laundry	273 sq. ft. @ \$3.50	\$ 955.00
	Gym/Stage Area	Flat annual rate	2,004.00
<b>Total:</b>		<b>273 sq. ft. plus gym/stage</b>	<b>\$2,959.00</b>

**Total Annual Cost of Space Use: \$43,126.96**


**Total Monthly Cost: \$ 3,593.91**



Executed this 12 day of July, 2005.

By: Robert D. Hanzie  
Its: President / CEO


The foregoing instrument was acknowledged before me this 12 day of July, 2004 by St. Francis Home, Inc. by ROBERT HAUZIE, its PRESIDENT / CEO.

  
Notary Public

By: Dora Marie Kaufman  
Its: Director

The foregoing instrument was acknowledged before me this 12 day of JULY, 2004 by Bridges Community Academy by DONA KAUFMAN, its DIRECTOR.

LEANNE K. SMITH  
Notary Public, State of Ohio  
My Commission Expires 09-18-06

  
Notary Public

**Addendum  
to Lease dated July 21, 2004 ("Lease")  
by and between  
St. Francis Home, Inc. ("Lessor")  
and  
Bridges Community Academy ("Lessee")**

July 25, 2006

The Lease is hereby renewed commencing July 15, 2006 and terminating July 14, 2007, as per Article I of the Lease.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- ◆ The following represents the space leased or shared by Lessee effective July 15, 2006 and the costs associated with such space:

Room 36	Storage Room	205.4 sq. ft. @\$7.00	\$ 1,437.80
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.00	8,131.20
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.00	10,443.16
Room 39	Dining Area	1151 sq. ft. @ \$7.00	8,057.00
Room 47	Library	374.4 sq. ft. @ \$7.00	2,621.00
Left Side	Stage	234 sq. ft. @ \$7.00	1,638.00
Right Side	Stage (Music)	255 sq. ft. @ \$7.00	1,785.00
Room 28	Storage under stage	290 sq. ft. @ \$7.00	2,030.00
Room 31	Workshop	575 sq. ft. @ \$7.00	4,025.00
Room 48	Laundry	514 sq. ft. @ \$7.00	3,598.00
Room 48B	North Laundry	273 sq. ft. @ \$7.00	1,911.00
Room 46	Chapel	1162 sq. ft. @ \$7.00	8,134.00
Room 44	Photography Room	101 sq. ft. @ \$7.00	707.00
<b>Total:</b>		<b>7,788.28 sq. ft.</b>	<b>\$54,518.16</b>

**Shared Space:**

Gym/Stage Area	Flat annual rate	+ <u>2,004.00</u>
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**Total Annual Cost of Space Use: \$56,522.16**

**Total Monthly Cost: \$4,710.18**

- ◆ In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$7.00/sq. ft. for the 2006/2007 school year, Lessee agrees to amend the sixth paragraph of Article I of the Lease to read:

Lessee shall renew this lease for five (5) additional terms of one year each,  
the 1<sup>st</sup> renewal term commencing July 15, 2007 and terminating July 14, 2008,  
the 2<sup>nd</sup> renewal term commencing July 15, 2008 and terminating July 14, 2009,  
the 3<sup>rd</sup> renewal term commencing July 15, 2009 and terminating July 14, 2010,  
the 4<sup>th</sup> renewal term commencing July 15, 2010 and terminating July 14, 2011, and  
the 5<sup>th</sup> renewal term commencing July 15, 2011 and terminating July 14, 2012,  
under and upon the same terms, covenants and provisions, provided, however, that the monthly rental shall be renegotiated between the parties. Any increase in the monthly rental shall be based on the most recently publicized Consumer Price Index – Urban (CPI-U) plus no more than six (6) percentage points. The portion of any increase in the monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by serving written notice thereof on the Lessor at least sixty (60) days before the expiration of the initial term or subsequent renewal term hereof on the Lessor personally or by mailing to it by certified mail. Said renewals may not be exercised in the event that default exists in the payment of rent or in any other of the terms, covenants and provisions of this lease on the part of the Lessee to be kept and performed.

The terms and conditions of the original Lease dated July 21, 2004, as amended by this Addendum, shall remain and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

Agreed to and executed this 31<sup>st</sup> day of July, 2006.

LESSOR  
St. Francis Home, Inc.

By: Robert H. Hanzis  
Its: President / CEO

STATE OF OHIO     )  
                              ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of JULY 2006  
2006, by St. Francis Home, Inc. by Leanne K. Smith its NOTARY.

LEANNE K. SMITH  
Notary Public, State of Ohio  
My Commission Expires 09-18-06

Notary Public Leanne K. Smith

**LESSEE**  
**Bridges Community Academy**

By: Dona Maria Kaufman

Its: Director

STATE OF OHIO     )  
                              ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of JULY,  
2006, by Bridges Community Academy. by Leanne K. Smith its NOTARY.

**LEANNE K. SMITH**  
Notary Public, State of Ohio  
Commission Expires 09-18-08

Notary Public: Leanne K. Smith

- ◆ In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$7.00/sq. ft. for the 2007/2008 school year, Lessee agrees to amend the sixth paragraph of Article I of the Lease to read:

Lessee shall renew this lease for five (5) additional terms of one year each,  
the 1<sup>st</sup> renewal term commencing July 15, 2007 and terminating July 14, 2008,  
the 2<sup>nd</sup> renewal term commencing July 15, 2008 and terminating July 14, 2009,  
the 3<sup>rd</sup> renewal term commencing July 15, 2009 and terminating July 14, 2010,  
the 4<sup>th</sup> renewal term commencing July 15, 2010 and terminating July 14, 2011, and  
the 5<sup>th</sup> renewal term commencing July 15, 2011 and terminating July 14, 2012,  
under and upon the same terms, covenants and provisions, provided, however, that the monthly rental shall be renegotiated between the parties. Any increase in the monthly rental shall be based on the most recently publicized Consumer Price Index – Urban (CPI-U) plus no more than six (6) percentage points. The portion of any increase in the monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by serving written notice thereof on the Lessor at least sixty (60) days before the expiration of the initial term or subsequent renewal term hereof on the Lessor personally or by mailing to it by certified mail. Said renewals may not be exercised in the event that default exists in the payment of rent or in any other of the terms, covenants and provisions of this lease on the part of the Lessee to be kept and performed.

The terms and conditions of the original Lease dated July 21, 2004, as amended by this Addendum, shall remain and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

Agreed to and executed this 16 day of July, 2007.

**LESSOR**

**St. Francis Home, Inc.**

By: Robert G. Hauze  
Its: President/CEO

STATE OF OHIO     )  
                                  ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 16 day of JULY, 2007, by St. Francis Home, Inc. by ROBERT G. HAUZE, its PRESIDENT/CEO.

Notary Public: Leanne K. Smith

**LEANNE K. SMITH**  
Notary Public, State of Ohio  
My Commission Expires 09-27-2011

**LESSEE**

**Bridges Community Academy**

By: Dona Kaufman

Its: Director

STATE OF OHIO     )  
                              ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 16 day of JULY, 2007, by Bridges Community Academy, by DONA KAUFMAN, its DIRECTOR.

Notary Public: Leanne K. Smith

**LEANNE K. SMITH**

Notary Public, State of Ohio

My Commission Expires 09-27-2011

**Addendum  
to Lease dated July 21, 2004 ("Lease")  
by and between  
St. Francis Home, Inc. ("Lessor")  
and  
Bridges Community Academy ("Lessee")**

July 11, 2007

The Lease is hereby renewed commencing **July 15, 2007** and terminating **July 14, 2008**, as per Article I of the Lease.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- ◆ The following represents the space leased or shared by Lessee effective July 15, 2007 and the costs associated with such space:

Room 36	Storage Room	205.4 sq. ft. @\$7.00	\$ 1,437.80
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.00	8,131.20
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.00	10,443.16
Room 39	Dining Area	1151 sq. ft. @ \$7.00	8,057.00
Room 47	Library	374.4 sq. ft. @ \$7.00	2,621.00
Left Side	Stage	234 sq. ft. @ \$7.00	1,638.00
Right Side	Stage (Music)	255 sq. ft. @ \$7.00	1,785.00
Room 28	Storage under stage	290 sq. ft. @ \$7.00	2,030.00
Room 31	Workshop	575 sq. ft. @ \$7.00	4,025.00
Room 48	Laundry	514 sq. ft. @ \$7.00	3,598.00
Room 48B	North Laundry	273 sq. ft. @ \$7.00	1,911.00
Room 46	Chapel	1162 sq. ft. @ \$7.00	8,134.00
Room 44	Photography Room	101 sq. ft. @ \$7.00	707.00
Room 45	Dining Room	746 sq. ft. @ \$7.00	
<b>Total:</b>		<b>7,788.28 sq. ft.</b>	<b>\$54,518.16</b>

**Shared Space:**

Gym/Stage Area                      Flat annual rate                      + 2,004.00

**Total Annual Cost of Space Use:**                      **\$56,522.16**

**Total Monthly Cost:**                      **\$4,710.18**

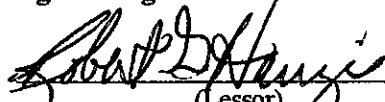
**Temporary Revision**


**No charge for July & August for Room 45**

**Half charge for Room 45 beginning in September, until room is used full time = \$217.58 mo.**  
(Dining Room: 746 sq. ft. @ \$3.50 = \$2611.00 yr.)

**When begin using full time: (Dining Room: 746 sq. ft. @ \$7.00 = \$5,222.00 yr. or \$435.17 per mo.)**

**Began using Room 45 full time** Feb 1, 2009  
(date)

  
(Lessor)

  
(Lessee)



**Addendum  
to Lease dated July 21, 2004 ("Lease")  
by and between  
St. Francis Home, Inc. ("Lessor")  
and  
Bridges Community Academy ("Lessee")**

July 15, 2008

The Lease is hereby renewed commencing **July 15, 2008 and terminating July 14, 2009**, as per Article I of the Lease, as amended July 15, 2006.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- ◆ The following represents the space leased or shared by Lessee effective July 15, 2008 and the costs associated with such space:

Room 36	Storage Room	205.4 sq. ft. @\$7.00	\$ 1,437.80
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.00	8,131.20
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.00	10,443.16
Room 39	Dining Area	1151 sq. ft. @ \$7.00	8,057.00
Room 47	Library	374.4 sq. ft. @ \$7.00	2,621.00
Left Side	Stage	234 sq. ft. @ \$7.00	1,638.00
Right Side	Stage (Music)	255 sq. ft. @ \$7.00	1,785.00
Room 28	Storage under stage	290 sq. ft. @ \$7.00	2,030.00
Room 31	Workshop	575 sq. ft. @ \$7.00	4,025.00
Room 48	Laundry	514 sq. ft. @ \$7.00	3,598.00
Room 48B	North Laundry	273 sq. ft. @ \$7.00	1,911.00
Room 46	Chapel	1162 sq. ft. @ \$7.00	8,134.00
Room 44	Photography Room	101 sq. ft. @ \$7.00	707.00
Room 45	Dining Room	746 sq. ft. @ \$7.00	<u>5,222.00</u>
	<b>Total:</b>	<b>8,534.28 sq. ft.</b>	<b>\$59,740.16</b>

**Shared Space:**

Gym/Stage Area	Flat annual rate	+ <u>2,004.00</u>
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**Total Annual Cost of Space Use: \$61,744.16**

**Total Monthly Cost: \$5,145.34**

- ◆ In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$7.00/sq. ft. for the 2008/2009 school year, Lessee agrees to amend the sixth paragraph of Article I of the Lease to read:

Lessee shall renew this lease for five (5) additional terms of one year each, the 1<sup>st</sup> renewal term commencing July 15, 2007 and terminating July 14, 2008, the 2<sup>nd</sup> renewal term commencing July 15, 2008 and terminating July 14, 2009, the 3<sup>rd</sup> renewal term commencing July 15, 2009 and terminating July 14, 2010, the 4<sup>th</sup> renewal term commencing July 15, 2010 and terminating July 14, 2011, and the 5<sup>th</sup> renewal term commencing July 15, 2011 and terminating July 14, 2012, under and upon the same terms, covenants and provisions, provided, however, that the monthly rental shall be renegotiated between the parties. Any increase in the monthly rental shall be based on the most recently publicized Consumer Price Index – Urban (CPI-U) plus no more than six (6) percentage points. The portion of any increase in the monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by serving written notice thereof on the Lessor at least sixty (60) days before the expiration of the initial term or subsequent renewal term hereof on the Lessor personally or by mailing to it by certified mail. Said renewals may not be exercised in the event that default exists in the payment of rent or in any other of the terms, covenants and provisions of this lease on the part of the Lessee to be kept and performed.

The terms and conditions of the original Lease dated July 21, 2004, as amended by this Addendum, shall remain and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

Agreed to and executed this 29 day of July, 2008.

LESSOR  
St. Francis Home, Inc.

By: Robert D. Hanzie

Its: President/CEO

LEANNE K. SMITH

STATE OF OHIO     )  
                              ) SS: Notary Public, State of Ohio  
SENECA COUNTY    ) My Commission Expires 09-27-2011

The foregoing instrument was acknowledged before me this 29 day of JULY 2008, 2008, by St. Francis Home, Inc. by ROBERT HAUZIE, its PRESIDENT/CEO.

Leanne K. Smith

Notary Public:

**LESSEE**

**Bridges Community Academy**

By: Dona Kaufman

Its: Director BCA

**LEANNE K. SMITH**

STATE OF OHIO    )  
                          ) SS:  
SENECA COUNTY    )

Notary Public, State of Ohio  
My Commission Expires 09-27-2011

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of JULY, 2008,  
2008, by Bridges Community Academy, by DONA KAUFMAN, its DIRECTOR.

Notary Public. Leanne K. Smith

August 12, 2008

**Addendum**

to Lease dated July 21, 2004 ("Lease")

by and between

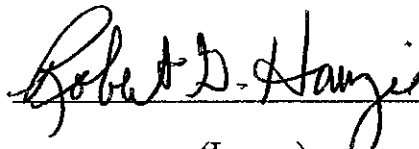
St. Francis Home, Inc. ("Lessor") and

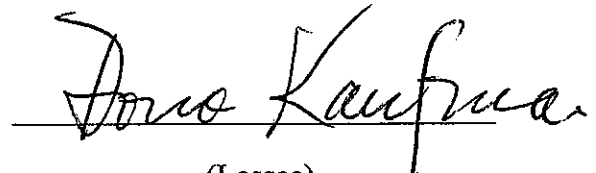
Bridges Community Academy ("Lessee")

The following Temporary Revision will remain in effect for the 2008/2009 school year, commencing on August 1<sup>st</sup> 2008 and ending on June 30<sup>th</sup> 2009.

Bridges Community Academy (Lessee) will be paying \$3.50/sq. ft. for room #45 (Dining Room) for the entire school year. The Lessee agrees to pay the remainder of the rent for room #45 in the amount of \$2611.00 on July 1<sup>st</sup> 2009. For the school year beginning August 1<sup>st</sup> 2009, the Lessee agrees to pay the full price of \$7.00/sq. ft. for room #45 (Dining Room) which will be \$5222.00 for the 2009/2010 school year and thereafter under the original terms of this contract.

Therefore, the **monthly** amount payable to St. Francis Senior Ministries for the 2008/2009 school year will be \$4927.76.

  
\_\_\_\_\_  
(Lessor)

  
\_\_\_\_\_  
(Lessee)

**ASSIGNMENT OF LEASE**  
**AND SUBLEASE OF PREMISES**

THIS ASSIGNMENT OF LEASE AND SUBLEASE OF PREMISES made as of June 25, 2009, by and among ST. FRANCIS SENIOR MINISTRIES, INC. ("Senior"), BRIDGES COMMUNITY ACADEMY ("Bridges"), and BOARD OF EDUCATION OF THE SENECA EAST LOCAL SCHOOL DISTRICT ("Seneca East").

**WITNESSETH:**

**WHEREAS**, Senior, as Lessor, and Bridges, as Lessee, entered into a lease dated as of July 21, 2004 (the "Lease"), whereby Senior leased to Bridges certain rooms in and at Elizabeth Schaefer Apartments, 190 St. Francis Avenue, Tiffin, Ohio, the ("Premises");

**WHEREAS**, the Lease was amended by instruments dated July 15, 2006 and July 15, 2008 (the Lease as so amended being hereinafter referred to as the "Lease Agreement"), extending the term of the Lease to June 30, 2012, and adding additional rooms to the Premises;

**WHEREAS**, Bridges desires to temporarily assign its right, title and interest as Lessee under the Lease Agreement to Seneca East and to temporarily sublease the Premises from Seneca East;

**WHEREAS**, as an accommodation to Senior and Bridges, Seneca East is willing to accept such assignment and to sublease the Premises to Bridges, subject to the terms and conditions hereinafter set forth; and

**WHEREAS**, Senior is willing to consent to such assignment and sublease and agrees to the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the above premises and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Assignment.** Bridges hereby assigns its right, title and interest as Lessee pursuant to the Lease Agreement to Seneca East for the period beginning July 1, 2009 and ending June 30, 2010 (the "Assignment Term").

2. **Acceptance.** Seneca East accepts the foregoing assignment for the purpose of using the Premises as a public school, but does not assume any of the obligations of Bridges under the Lease Agreement.

3. **Accommodation.** Seneca East accepts the foregoing assignment solely as an accommodation to Senior and Bridges.

4. **Sublease and Occupancy.** Seneca East hereby subleases the Premises to Bridges, and Bridges subleases the Premises from Seneca East for the Assignment Term, upon the same rent, terms and conditions of the Lease Agreement, except as to the term. In consideration of such sublease, Bridges agrees to pay, perform, satisfy and observe all of the obligations of the Lessee under the Lease Agreement. Unless Seneca East otherwise directs, all rent and other payments required to be made by the Lessee to the Lessor pursuant to the Lease Agreement shall be paid directly by Bridges to Senior. Bridges shall continue to occupy the Premises during the term of the sublease.

5. **Consent.** Senior hereby consents to the within assignment and sublease and agrees that Seneca East shall not be liable for any of the obligations of the Lessee under the Lease Agreement, Senior agreeing to look solely to Bridges for the payment, performance, satisfaction and observance of all obligations of the Lessee pursuant to the Lease Agreement.

6. **Continuing Effect.** The foregoing assignment and sublease shall cease and terminate as of the end of the Assignment Term, after which the Lease Agreement shall continue in full force and effect between Senior, as Lessor, and Bridges, as Lessee, for the balance of the term specified in the Lease Agreement (i.e., ending June 30, 2012).

**EXECUTED** by the parties hereto as of the date first set forth above.

**SENIOR:**

**ST. FRANCIS SENIOR MINISTRIES, INC.**

By:

Robert D. Hauzle

Title:

President / CEO

**BRIDGES:**

**BRIDGES COMMUNITY ACADEMY**

By:

Dorrie Kaufman


Title:

Director

STATE OF OHIO )  
 )  
COUNTY OF SENECA ) SS: ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named St. Francis Senior Ministries, Inc. by ROBERT G. HAUZIE, its PRESIDENT/CEO, and by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that ROBERT did sign the foregoing instrument on behalf of said ST. FRANCIS SENIOR MINISTRIES duly authorized, and that the same is HIS free act and deed as PRESIDENT/CEO, and personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at TIFFIN, Ohio, this 25<sup>th</sup> day of JUNE, 2009.

  
Notary Public

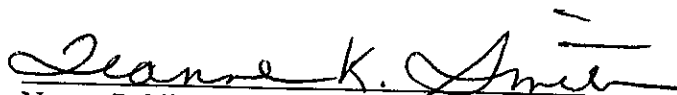
LEANNE K. SMITH

Notary Public, State of Ohio

STATE OF OHIO )  
 )  
COUNTY OF SENECA ) SS: ACKNOWLEDGMENT My Commission Expires 09-27-2011

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Bridges Community Academy by DONA KAUFMAN, its DIRECTOR and by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that \_\_\_\_\_ did sign the foregoing instrument on behalf of said GOVERNING AUTHORITY, duly authorized, and that the same is HER free act and deed as DIRECTOR, and personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at TIFFIN, Ohio, this 25<sup>th</sup> day of JUNE, 2009.

  
Notary Public

LEANNE K. SMITH

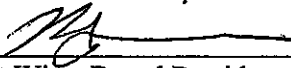
Notary Public, State of Ohio

My Commission Expires 09-27-2011




**SENECA EAST:**

**BOARD OF EDUCATION OF THE SENECA  
EAST LOCAL SCHOOL DISTRICT**

By:   
Herbert Wise, Board President

By:   
Michael Wank, Superintendent

By:   
Laura Brickner, Treasurer

STATE OF OHIO                    )  
                                      )  
COUNTY OF SENECA            )       SS:   ACKNOWLEDGMENT

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared the above named Board of Education of the Seneca East Local School District, an Ohio political subdivision, by Herbert Wise, Michael Wank and Laura Brickner, its Board President, Superintendent and Treasurer, respectively, who acknowledged that they did sign the foregoing instrument on behalf of said Board of Education, duly authorized, and that the same is their free act and deed as such officials, and the free act and deed of said Board of Education.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at Attica, Ohio, this 23<sup>rd</sup> day of June, 2009.

Karen Zelter  
Notary Public

Karen Zelter  
Notary Public, State of Ohio  
My Commission Expires September 8, 2009

This instrument prepared by:

Abraham Lieberman, Esq.  
Stumphauzer, O'Toole, McLaughlin,  
McGlamery & Loughman Co., LPA  
5455 Detroit Road  
Sheffield Village, Ohio 44054  
Phone: (440) 930-4001

**Addendum  
to Lease dated July 21, 2004 ("Lease")  
by and between  
St. Francis Home, Inc. ("Lessor")  
and  
Bridges Community Academy ("Lessee")**

July 15, 2009

The Lease is hereby renewed commencing **July 15, 2009** and terminating **July 14, 2010**, as per Article I of the Lease, as amended July 15, 2006.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- ◆ The following represents the space leased or shared by Lessee effective July 15, 2009 and the costs associated with such space:

Room 36	Storage Room	205.4 sq. ft. @\$7.00	\$ 1,437.80
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.00	8,131.20
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.00	10,443.16
Room 39	Dining Area	1151 sq. ft. @ \$7.00	8,057.00
Room 47	Library	374.4 sq. ft. @ \$7.00	2,621.00
Left Side	Stage	234 sq. ft. @ \$7.00	1,638.00
Right Side	Stage (Music)	255 sq. ft. @ \$7.00	1,785.00
Room 28	Storage under stage	290 sq. ft. @ \$7.00	2,030.00
Room 31	Workshop	575 sq. ft. @ \$7.00	4,025.00
Room 48	Laundry	514 sq. ft. @ \$7.00	3,598.00
Room 48B	North Laundry	273 sq. ft. @ \$7.00	1,911.00
Room 46	Chapel	1162 sq. ft. @ \$7.00	8,134.00
Room 44	Photography Room	101 sq. ft. @ \$7.00	707.00
Room 45	Dining Room	746 sq. ft. @ \$7.00	5,222.00
Room 49	Woodworking Room	<u>278 sq. ft. @ \$7.00</u>	<u>1,890.00</u>
<b>Total:</b>		<b>8,812.28 sq. ft.</b>	<b>\$ 61,630.16</b>

**Shared Space:**

Gym/Stage Area	Flat annual rate	+ <u>2,004.00</u>
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**Total Annual Cost of Space Use: \$63,634.16**

**Total Monthly Cost: \$5,302.85**



**LESSEE**

**Bridges Community Academy**

By: Dona Kaufman

Its: Director, BCA

STATE OF OHIO     )  
                              ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July,  
2009, by Bridges Community Academy. by Dona Kaufman, its Director.

Notary Public: Leanne K. Smith

**LEANNE K. SMITH**  
Notary Public, State of Ohio  
My Commission Expires 09-27-2011

**Addendum to Lease  
Between Lessor - St. Francis Home, Inc.  
And  
Lessee - Bridges Community Academy**

July 11, 2005

**Subject: Lease dated July 21, 2004 between St. Francis Home, Inc. and Bridges Community Academy**

The Subject Lease is hereby renewed commencing July 15, 2005 and terminating July 14, 2006, as per Article I of Subject Lease.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- The following represents the space leased or shared by Bridges Community Academy effective July 15, 2005.

**Leased:**

Room 36	Storage Room	205.4 sq. ft. @\$7.00	\$ 1,437.80
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.00	8,131.20
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.00	10,443.16
Room 39	Dining Area	1151 sq. ft. @ \$7.00	8,057.00
Room 47	Library	374.4 sq. ft. @ \$7.00	2,621.00
Left Side	Stage	234 sq. ft. @ \$7.00	1,638.00
Right Side	Stage (Music)	255 sq. ft. @ \$7.00	1,785.00
Room 28	Storage under stage	290 sq. ft. @ \$7.00	2,030.00
Room 31	Workshop	575 sq. ft. @ \$7.00	4,025.00
<b>Total:</b>		<b>5,738.28 sq. ft.</b>	<b>\$40,167.96</b>

**Shared Space:**

Room 48B	North Laundry	273 sq. ft. @ \$3.50	\$ 955.00
Gym/Stage Area		Flat annual rate	2,004.00
<b>Total:</b>		<b>273 sq. ft. plus gym/stage</b>	<b>\$2,959.00</b>

**Total Annual Cost of Space Use: \$43,126.96**

**Total Monthly Cost: \$ 3,593.91**

The terms and conditions of this Addendum and the original Lease dated July 21, 2004 shall remain and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

Executed this 12 day of July, 2005.

St. Francis Home, Inc.

By: Robert D. Hanzie  
Its: President / CEO

STATE OF OHIO )  
 ) SS:  
SENECA COUNTY )

The foregoing instrument was acknowledged before me this 12 day of July, 2004 by St. Francis Home, Inc. by ROBERT HAUZIE, its PRESIDENT / CEO.

LEANNE K. SMITH  
Notary Public, State of Ohio  
My Commission Expires 09-18-06

Leanne K. Smith  
Notary Public

Bridges Community Academy

By: Dona Marie Kaufman  
Its: Director

STATE OF OHIO )  
 ) SS:  
SENECA COUNTY )

The foregoing instrument was acknowledged before me this 12 day of JULY, 2004 by Bridges Community Academy by DONA KAUFMAN, its DIRECTOR.

LEANNE K. SMITH  
Notary Public, State of Ohio  
My Commission Expires 09-18-06

Leanne K. Smith  
Notary Public



**Addendum  
to Lease dated July 21, 2004 ("Lease")  
by and between  
St. Francis Home, Inc. ("Lessor")  
and  
Bridges Community Academy ("Lessee")**

July 25, 2006

The Lease is hereby renewed commencing July 15, 2006 and terminating July 14, 2007, as per Article I of the Lease.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- ◆ The following represents the space leased or shared by Lessee effective July 15, 2006 and the costs associated with such space:

Room 36	Storage Room	205.4 sq. ft. @\$7.00	\$ 1,437.80
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.00	8,131.20
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.00	10,443.16
Room 39	Dining Area	1151 sq. ft. @ \$7.00	8,057.00
Room 47	Library	374.4 sq. ft. @ \$7.00	2,621.00
Left Side	Stage	234 sq. ft. @ \$7.00	1,638.00
Right Side	Stage (Music)	255 sq. ft. @ \$7.00	1,785.00
Room 28	Storage under stage	290 sq. ft. @ \$7.00	2,030.00
Room 31	Workshop	575 sq. ft. @ \$7.00	4,025.00
Room 48	Laundry	514 sq. ft. @ \$7.00	3,598.00
Room 48B	North Laundry	273 sq. ft. @ \$7.00	1,911.00
Room 46	Chapel	1162 sq. ft. @ \$7.00	8,134.00
Room 44	Photography Room	101 sq. ft. @ \$7.00	707.00
	<b>Total:</b>	<b>7,788.28 sq. ft.</b>	<b>\$54,518.16</b>

**Shared Space:**

Gym/Stage Area	Flat annual rate	+ <u>2,004.00</u>
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**Total Annual Cost of Space Use: \$56,522.16**

**Total Monthly Cost: \$4,710.18**

**LESSEE**

**Bridges Community Academy**

By: Dona Marie Kaufman

Its: Director

STATE OF OHIO     )  
                                  ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of JULY,  
2006, by Bridges Community Academy. by Leanne K. Smith its NOTARY.

**LEANNE K. SMITH**  
Notary Public, State of Ohio  
Commission Expires 09-18-08

Notary Public: Leanne K. Smith

**Addendum  
to Lease dated July 21, 2004 ("Lease")  
by and between  
St. Francis Home, Inc. ("Lessor")  
and  
Bridges Community Academy ("Lessee")**

July 11, 2007

The Lease is hereby renewed commencing **July 15, 2007** and terminating **July 14, 2008**, as per Article I of the Lease.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- ◆ The following represents the space leased or shared by Lessee effective July 15, 2007 and the costs associated with such space:

Room 36	Storage Room	205.4 sq. ft. @\$7.00	\$ 1,437.80
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.00	8,131.20
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.00	10,443.16
Room 39	Dining Area	1151 sq. ft. @ \$7.00	8,057.00
Room 47	Library	374.4 sq. ft. @ \$7.00	2,621.00
Left Side	Stage	234 sq. ft. @ \$7.00	1,638.00
Right Side	Stage (Music)	255 sq. ft. @ \$7.00	1,785.00
Room 28	Storage under stage	290 sq. ft. @ \$7.00	2,030.00
Room 31	Workshop	575 sq. ft. @ \$7.00	4,025.00
Room 48	Laundry	514 sq. ft. @ \$7.00	3,598.00
Room 48B	North Laundry	273 sq. ft. @ \$7.00	1,911.00
Room 46	Chapel	1162 sq. ft. @ \$7.00	8,134.00
Room 44	Photography Room	101 sq. ft. @ \$7.00	707.00
Room 45	Dining Room	746 sq. ft. @ \$7.00	
<b>Total:</b>		<b>7,788.28 sq. ft.</b>	<b>\$54,518.16</b>

**Shared Space:**

Gym/Stage Area                      Flat annual rate                      + 2,004.00

**Total Annual Cost of Space Use:**                      **\$56,522.16**

**Total Monthly Cost:**                      **\$4,710.18**

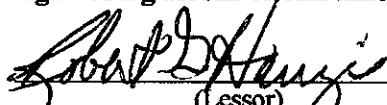
**Temporary Revision**

**No charge for July & August for Room 45**

**Half charge for Room 45 beginning in September, until room is used full time = \$217.58 mo.**  
(Dining Room: 746 sq. ft. @ \$3.50 = \$2611.00 yr.)

**When begin using full time: (Dining Room: 746 sq. ft. @ \$7.00 = \$5,222.00 yr. or \$435.17 per mo.)**

**Began using Room 45 full time** Feb 1, 2009  
(date)

  
(Lessor)

  
(Lessee)

- ◆ In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$7.00/sq. ft. for the 2007/2008 school year, Lessee agrees to amend the sixth paragraph of Article I of the Lease to read:

Lessee shall renew this lease for five (5) additional terms of one year each,  
the 1<sup>st</sup> renewal term commencing July 15, 2007 and terminating July 14, 2008,  
the 2<sup>nd</sup> renewal term commencing July 15, 2008 and terminating July 14, 2009,  
the 3<sup>rd</sup> renewal term commencing July 15, 2009 and terminating July 14, 2010,  
the 4<sup>th</sup> renewal term commencing July 15, 2010 and terminating July 14, 2011, and  
the 5<sup>th</sup> renewal term commencing July 15, 2011 and terminating July 14, 2012,  
under and upon the same terms, covenants and provisions, provided, however, that the  
monthly rental shall be renegotiated between the parties. Any increase in the monthly  
rental shall be based on the most recently publicized Consumer Price Index – Urban  
(CPI-U) plus no more than six (6) percentage points. The portion of any increase in the  
monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not  
exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by  
serving written notice thereof on the Lessor at least sixty (60) days before the expiration  
of the initial term or subsequent renewal term hereof on the Lessor personally or by  
mailing to it by certified mail. Said renewals may not be exercised in the event that  
default exists in the payment of rent or in any other of the terms, covenants and  
provisions of this lease on the part of the Lessee to be kept and performed.

The terms and conditions of the original Lease dated July 21, 2004, as amended by this  
Addendum, shall remain and be binding upon the parties hereto, their heirs, executors,  
administrators, successors and assigns.

Agreed to and executed this 16 day of July, 2007.

**LESSOR**

**St. Francis Home, Inc.**

By: Robert G. Hauze

Its: President/CEO

STATE OF OHIO     )  
                                  ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 16 day of JULY  
2007, by St. Francis Home, Inc. by ROBERT G. HAUZE, its PRESIDENT/CEO.

Notary Public: Leanne K. Smith

**LEANNE K. SMITH**  
Notary Public, State of Ohio  
My Commission Expires 09-27-2011

**LESSEE**

**Bridges Community Academy**

By: Dona Kaufman

Its: Director

STATE OF OHIO     )  
                              ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 16 day of JULY,  
2007, by Bridges Community Academy. by DONA KAUFMAN, its DIRECTOR.

Notary Public: Leanne K. Smith

**LEANNE K. SMITH**  
Notary Public, State of Ohio  
My Commission Expires 09-27-2011

**Addendum  
to Lease dated July 21, 2004 ("Lease")  
by and between  
St. Francis Home, Inc. ("Lessor")  
and  
Bridges Community Academy ("Lessee")**

July 15, 2008

The Lease is hereby renewed commencing **July 15, 2008** and terminating **July 14, 2009**, as per Article I of the Lease, as amended July 15, 2006.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- ◆ The following represents the space leased or shared by Lessee effective July 15, 2008 and the costs associated with such space:

Room 36	Storage Room	205.4 sq. ft. @\$7.00	\$ 1,437.80
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.00	8,131.20
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.00	10,443.16
Room 39	Dining Area	1151 sq. ft. @ \$7.00	8,057.00
Room 47	Library	374.4 sq. ft. @ \$7.00	2,621.00
Left Side	Stage	234 sq. ft. @ \$7.00	1,638.00
Right Side	Stage (Music)	255 sq. ft. @ \$7.00	1,785.00
Room 28	Storage under stage	290 sq. ft. @ \$7.00	2,030.00
Room 31	Workshop	575 sq. ft. @ \$7.00	4,025.00
Room 48	Laundry	514 sq. ft. @ \$7.00	3,598.00
Room 48B	North Laundry	273 sq. ft. @ \$7.00	1,911.00
Room 46	Chapel	1162 sq. ft. @ \$7.00	8,134.00
Room 44	Photography Room	101 sq. ft. @ \$7.00	707.00
Room 45	Dining Room	746 sq. ft. @ \$7.00	<u>5,222.00</u>
	<b>Total:</b>	<b>8,534.28 sq. ft.</b>	<b>\$59,740.16</b>

**Shared Space:**

Gym/Stage Area	Flat annual rate	+ <u>2,004.00</u>
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**Total Annual Cost of Space Use: \$61,744.16**

**Total Monthly Cost: \$5,145.34**

Page 2 of 3  
Addendum to BCA Lease  
July 2008

Notary Public:

**LESSEE**

**Bridges Community Academy**

By: Dona Kaufman

Its: Director BCA

**LEANNE K. SMITH**

STATE OF OHIO )

Notary Public, State of Ohio

SS: )

My Commission Expires 09-27-2011

SENECA COUNTY )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of JULY, 2008, 2008, by Bridges Community Academy. by DONA KAUFMAN, its DIRECTOR.

Notary Public: Leanne K. Smith



August 12, 2008

**Addendum**

to Lease dated July 21, 2004 ("Lease")

by and between

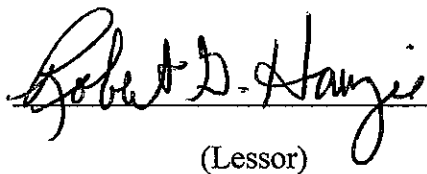
St. Francis Home, Inc. ("Lessor") and

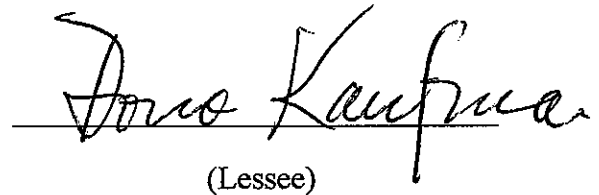
Bridges Community Academy ("Lessee")

The following Temporary Revision will remain in effect for the 2008/2009 school year, commencing on August 1<sup>st</sup> 2008 and ending on June 30<sup>th</sup> 2009.

Bridges Community Academy (Lessee) will be paying \$3.50/sq. ft. for room #45 (Dining Room) for the entire school year. The Lessee agrees to pay the remainder of the rent for room #45 in the amount of \$2611.00 on July 1<sup>st</sup> 2009. For the school year beginning August 1<sup>st</sup> 2009, the Lessee agrees to pay the full price of \$7.00/sq. ft. for room #45 (Dining Room) which will be \$5222.00 for the 2009/2010 school year and thereafter under the original terms of this contract.

Therefore, the **monthly** amount payable to St. Francis Senior Ministries for the 2008/2009 school year will be \$4927.76.

  
(Lessor)

  
(Lessee)

**Addendum  
to Lease dated July 21, 2004 ("Lease")  
by and between  
St. Francis Home, Inc. ("Lessor")  
and  
Bridges Community Academy ("Lessee")**

July 15, 2009

The Lease is hereby renewed commencing **July 15, 2009 and terminating July 14, 2010**, as per Article I of the Lease, as amended July 15, 2006.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- ◆ The following represents the space leased or shared by Lessee effective July 15, 2009 and the costs associated with such space:

Room 36	Storage Room	205.4 sq. ft. @\$7.00	\$ 1,437.80
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.00	8,131.20
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.00	10,443.16
Room 39	Dining Area	1151 sq. ft. @ \$7.00	8,057.00
Room 47	Library	374.4 sq. ft. @ \$7.00	2,621.00
Left Side	Stage	234 sq. ft. @ \$7.00	1,638.00
Right Side	Stage (Music)	255 sq. ft. @ \$7.00	1,785.00
Room 28	Storage under stage	290 sq. ft. @ \$7.00	2,030.00
Room 31	Workshop	575 sq. ft. @ \$7.00	4,025.00
Room 48	Laundry	514 sq. ft. @ \$7.00	3,598.00
Room 48B	North Laundry	273 sq. ft. @ \$7.00	1,911.00
Room 46	Chapel	1162 sq. ft. @ \$7.00	8,134.00
Room 44	Photography Room	101 sq. ft. @ \$7.00	707.00
Room 45	Dining Room	746 sq. ft. @ \$7.00	5,222.00
Room 49	Woodworking Room	<u>278 sq. ft. @ \$7.00</u>	<u>1,890.00</u>
<b>Total:</b>		<b>8,812.28 sq. ft.</b>	<b>\$ 61,630.16</b>

**Shared Space:**

Gym/Stage Area	Flat annual rate	+ <u>2,004.00</u>
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**Total Annual Cost of Space Use: \$63,634.16**

**Total Monthly Cost: \$5,302.85**

**LESSEE**

**Bridges Community Academy**

By: Dona Kaufman

Its: Director, BCA

STATE OF OHIO     )  
                                  ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of July,  
2009, by Bridges Community Academy. by Dona Kaufman, its Director.

Notary Public: Leanne K. Smith

**LEANNE K. SMITH**

**Notary Public, State of Ohio**

**Mv Commission Expires 09-27-2011**

**Addendum  
to Lease dated July 21, 2004 ("Lease")  
by and between  
St. Francis Home, Inc. ("Lessor")  
and  
Bridges Community Academy ("Lessee")**

July 15, 2010

The Lease is hereby renewed commencing **July 15, 2010 and terminating July 14, 2011**, as per Article I of the Lease, as amended July 15, 2006.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- ◆ The following represents the space leased or shared by Lessee effective July 15, 2010 and the costs associated with such space:

Room 36	Storage Room	205.4 sq. ft. @\$7.00	\$ 1,437.80
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.00	8,131.20
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.00	10,443.16
Room 39	Dining Area	1151 sq. ft. @ \$7.00	8,057.00
Room 47	Library	374.4 sq. ft. @ \$7.00	2,621.00
Left Side	Stage	234 sq. ft. @ \$7.00	1,638.00
Right Side	Stage (Music)	255 sq. ft. @ \$7.00	1,785.00
Room 28	Storage under stage	290 sq. ft. @ \$7.00	2,030.00
Room 31	Workshop	575 sq. ft. @ \$7.00	4,025.00
Room 48	Laundry	514 sq. ft. @ \$7.00	3,598.00
Room 48B	North Laundry	273 sq. ft. @ \$7.00	1,911.00
Room 46	Chapel	1162 sq. ft. @ \$7.00	8,134.00
Room 44	Photography Room	101 sq. ft. @ \$7.00	707.00
Room 45	Dining Room	746 sq. ft. @ \$7.00	5,222.00
Room 49	Woodworking Room	278 sq. ft. @ \$7.00	1,890.00
Room 50	Private Admin Office	144 sq. ft. @ \$7.00	1,008.00
<b>Total:</b>		<b>8,956.28 sq. ft.</b>	<b>\$ 62,638.16</b>

**Shared Space:**

Gym/Stage Area	Flat annual rate	+ <u>2,004.00</u>
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**Total Annual Cost of Space Use: \$64,642.16**

**Total Monthly Cost: \$5,386.85**

**LESSEE**

**Bridges Community Academy**

By: Dona Kaufman

Its: Director

STATE OF OHIO     )  
                              ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of JULY,  
2010, by Bridges Community Academy. by DONA KAUFMAN, its DIRECTOR.

Notary Public: Leanne K. Smith

LEANNE K. SMITH  
Notary Public, State of Ohio  
My Commission Expires 09-27-2011

**Addendum  
to Lease dated July 21, 2004 ("Lease")  
by and between  
St. Francis Home, Inc. ("Lessor")  
and  
Bridges Community Academy ("Lessee")**

July 15, 2011

The Lease is hereby renewed commencing **July 15, 2011 and terminating July 14, 2012**, as per Article I of the Lease, as amended July 15, 2006.

In addition to the Lease renewal, the following amendments are hereby incorporated:

- ◆ The following represents the space leased or shared by Lessee effective July 15, 2011 and the costs associated with such space:

Room 36	Storage Room	205.4 sq. ft. @\$7.15	\$ 1,468.61
Room 37	Gingerbread Room	1161.6 sq. ft. @\$7.15	8,305.44
Room 38	Punkin Room	1491.88 sq. ft. @ \$7.15	10,666.94
Room 39	Dining Area	1151 sq. ft. @ \$7.15	8,229.65
Room 47	Library	374.4 sq. ft. @ \$7.15	2,676.96
Left Side	Stage	234 sq. ft. @ \$7.15	1,673.10
Right Side	Stage (Music)	255 sq. ft. @ \$7.15	1,823.25
Room 28	Storage under stage	290 sq. ft. @ \$7.15	2,073.50
Room 31	Workshop	575 sq. ft. @ \$7.15	4,111.25
Room 48	Laundry	514 sq. ft. @ \$7.15	3,675.10
Room 48B	North Laundry	273 sq. ft. @ \$7.15	1,951.95
Room 46	Chapel	1162 sq. ft. @ \$7.15	8,308.30
Room 44	Photography Room	101 sq. ft. @ \$7.15	722.15
Room 45	Dining Room	746 sq. ft. @ \$7.15	5,333.90
Room 49	Woodworking Room	278 sq. ft. @ \$7.15	1,987.70
Room 50	Private Admin Office	144 sq. ft. @ \$7.15	1,029.60
<b>Total:</b>		<b>8,956.28 sq. ft.</b>	<b>\$ 64,037.40</b>

**Shared Space:**

Gym/Stage Area	Flat annual rate	+ <u>2,004.00</u>
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**Total Annual Cost of Space Use: \$66,041.40**

**Total Monthly Cost: \$5,503.45**

- ◆ In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$7.15 /sq. ft. for the 2011/2012 school year, Lessee agrees to amend the sixth paragraph of Article I of the Lease to read:

Lessee shall renew this lease for five (5) additional terms of one year each,  
the 1<sup>st</sup> renewal term commencing July 15, 2007 and terminating July 14, 2008,  
the 2<sup>nd</sup> renewal term commencing July 15, 2008 and terminating July 14, 2009,  
the 3<sup>rd</sup> renewal term commencing July 15, 2009 and terminating July 14, 2010,  
the 4<sup>th</sup> renewal term commencing July 15, 2010 and terminating July 14, 2011, and  
the 5<sup>th</sup> renewal term commencing July 15, 2011 and terminating July 14, 2012,  
under and upon the same terms, covenants and provisions, provided, however, that the  
monthly rental shall be renegotiated between the parties. Any increase in the monthly  
rental shall be based on the most recently publicized Consumer Price Index – Urban  
(CPI-U) plus no more than six (6) percentage points. The portion of any increase in the  
monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not  
exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by  
serving written notice thereof on the Lessor at least sixty (60) days before the expiration  
of the initial term or subsequent renewal term hereof on the Lessor personally or by  
mailing to it by certified mail. Said renewals may not be exercised in the event that  
default exists in the payment of rent or in any other of the terms, covenants and  
provisions of this lease on the part of the Lessee to be kept and performed.

The terms and conditions of the original Lease dated July 21, 2004, as amended by this  
Addendum, shall remain and be binding upon the parties hereto, their heirs, executors,  
administrators, successors and assigns.

Agreed to and executed this 15<sup>th</sup> day of July, 2011.

LESSOR  
St. Francis Home, Inc.

By: Robert G. Hauzie  
Its: PRESIDENT/CEO

STATE OF OHIO     )  
                                  ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of JUNE,  
2011, by St. Francis Home, Inc. by Robert G. Hauzie, its President/CEO/Administrator

Notary Public:

Dow L. Campbell  
DOW L. CAMPBELL

**LESSEE**  
**Bridges Community Academy**

By: Dona Kaufman

Its: Director

STATE OF OHIO     )  
                              ) SS:  
SENECA COUNTY    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June,  
2011, by Bridges Community Academy. by Dona Kaufman, its Director.

Notary Public: Leanne K. Smith

**LEANNE K. SMITH**  
Notary Public, State of Ohio  
My Commission Expires 09-27-11



**ADDENDUM**  
**To Lease dated July 21, 2004 ("Lease")**  
**by and between**  
**St. Francis Home, Inc., ("Lessor")**  
**and**  
**Bridges Community Academy ("Lessee")**

July 9, 2014

The Lease is hereby renewed commencing July 9, 2013 and terminating July 9, 2014, as per Article I of the Lease, as amended July 15, 2006.

In addition to the Lease renewal, the following amendments are hereby incorporated:

Room 36	Storage Room	205.4 sq. ft. @ \$5.81	\$ 1,193.37
Room 37	Gingerbread Room	1161.6 sq. ft. @ \$5.81	\$ 6,748.90
Room 38	Pumpkin Room	1491.88 sq. ft. @ \$5.81	\$ 8,667.82
Room 39	Dining Area	1151.0 sq. ft. @ \$5.81	\$ 6,687.31
Room 47	Library	374.4 sq. ft. @ \$5.81	\$ 2,175.26
Left Side Room	Stage	234.0 sq. ft. @ \$5.81	\$ 1,359.54
Right Side Room	Stage	255.0 sq. ft. @ \$5.81	\$ 1,481.55
Room 28	Storage Under Stage	290.0 sq. ft. @ \$5.81	\$ 1,684.90
Room 31	Workshop	575.0 sq. ft. @ \$5.81	\$ 3,340.75
Room 48	Laundry	514.0 sq. ft. @ \$5.81	\$ 2,986.34
Room 48 B	North Laundry	273.0 sq. ft. @ \$5.81	\$ 1,586.13
Room 46	Chapel	1162.0 sq. ft. @ \$5.81	\$ 6,751.22
Room 44	Photography Room	101.0 sq. ft. @ \$5.81	\$ 586.81
Room 45	Dining room	746.0 sq. ft. @ \$5.81	\$ 4,334.26
Room 49	Woodworking room	278.0 sq. ft. @ \$5.81	\$ 1,615.18
Room 50	Private Admin. Room	144.0 sq. ft. @ \$5.81	\$ 836.64

**SHARED SPACE**

Gym/Stage Area	Flat Annual Rate	\$ 2,100.00
<b>TOTAL ANNUAL COST OF SPACE LEASED</b>		<b>\$54,135.99</b>
<b>TOTAL MONTHLY COST</b>		<b>\$ 4,511.33</b>

Garage Area (Year 1)	72 ft. 6 in x 45 ft.	3262.5 sq. ft. @ \$0.00	\$0.00
Garage Area (Year 2)	72 ft. 6 in x 45 ft.	3262.5 sq. ft. @ \$0.00	\$0.00
Garage Area (Year 3)	72 ft. 6 in x 45 ft.	3262.5 sq. ft. @ \$0.00	\$0.00
Garage Area (Year 4)	72 ft. 6 in x 45 ft.	3262.5 sq. ft. @ \$5.81	\$18,955.13**

In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$5.81/sq. ft for the 2013/2014 school year, Lessee agrees to amend the sixth paragraph of Article I of the Lease to read:

**Lessee shall renew this lease for five (5) additional terms of one year each,**

The 1<sup>st</sup> renewal term commencing July 9, 2013 and terminating July 8, 2014

The 2<sup>nd</sup> renewal term commencing July 9, 2014 and terminating July 8, 2015

The 3<sup>rd</sup> renewal term commencing July 9, 2015 and terminating July 8, 2016

The 4<sup>th</sup> renewal term commencing July 9, 2016 and terminating July 8, 2017

The 5<sup>th</sup> renewal term commencing July 9, 2017 and terminating July 8, 2018

Under and upon the same terms, covenants and provisions, provided; however, that the monthly rental shall be renegotiated between the parties. Any increase in the monthly rental shall be based on the most recently publicized Consumer Price Index – Urban (CPI-U) plus no more than six (6) percentage points. The portion of any increase in the monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by serving written notice thereof on the Lessor at least sixty (60) days before the expiration of the initial term or subsequent renewal term hereof on the Lessor personally or by mailing it by certified mail. Said renewals may not be exercised in the event that default exists in the payment of rent or in any other of the terms, covenants and provisions of this lease on the part of the Lessee to be kept and performed.

The terms and conditions of the original Lease dated July 21, 2004, as amended by this Addendum, shall remain and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

Agreed to and executed this 14<sup>th</sup> day of July, 2013.

LESSOR

St. Francis Home, Inc.

By: [Signature]

Its: Executive Director

LESSEE

Bridges Community Academy

By: [Signature]

Notary Public:

[Signature]

STATE OF OHIO )

) SS:

SENECA COUNTY )

Page 2 of 2

Addendum to BCA Lease  
July, 2013

LEANNE K. SMITH

Notary Public, State of Ohio

My Commission Expires 10-23-2016

The above rate of \$5.81 per sq. at an enrollment of 132 or less. Each additional student over 132 will be at \$50.00 per month for 10 months or \$500.00 per year. The additional fee per student will cap out at 148 students. No additional fee will be required for 149 or more students.

-7-

*Don*

8/8/13

St. Francis  
Executive Director

*Don Kaufman*

BCH Director

8/8/13

*Leanne K. Smith*

8-8-13

LEANNE K. SMITH  
Notary Public, State of Ohio  
My Commission Expires 10-23-2016

COPY

**ADDENDUM**  
**To Lease dated July 21, 2004 ("Lease")**  
**by and between**  
**St. Francis Home, Inc., ("Lessor")**  
**and**  
**Bridges Community Academy ("Lessee")**

July 9, 2014

The Lease is hereby renewed commencing July 9, 2014 and terminating July 9, 2015, as per Article I of the Lease, as amended July 15, 2006.

In addition to the Lease renewal, the following amendments are hereby incorporated:

Room 36	Storage Room	205.4 sq. ft. @ \$5.81	\$ 1,193.37
Room 37	Gingerbread Room	1161.6 sq. ft. @ \$5.81	\$ 6,748.90
Room 38	Pumpkin Room	1491.88 sq. ft. @ \$5.81	\$ 8,667.82
Room 39	Dining Area	1151.0 sq. ft. @ \$5.81	\$ 6,687.31
Room 47	Library	374.4 sq. ft. @ \$5.81	\$ 2,175.26
Left Side Room	Stage	234.0 sq. ft. @ \$5.81	\$ 1,359.54
Right Side Room	Stage	255.0 sq. ft. @ \$5.81	\$ 1,481.55
Room 28	Storage Under Stage	290.0 sq. ft. @ \$5.81	\$ 1,684.90
Room 31	Workshop	575.0 sq. ft. @ \$5.81	\$ 3,340.75
Room 48	Laundry	514.0 sq. ft. @ \$5.81	\$ 2,986.34
Room 48 B	North Laundry	273.0 sq. ft. @ \$5.81	\$ 1,586.13
Room 46	Chapel	1162.0 sq. ft. @ \$5.81	\$ 6,751.22
Room 44	Photography Room	101.0 sq. ft. @ \$5.81	\$ 586.81
Room 45	Dining room	746.0 sq. ft. @ \$5.81	\$ 4,334.26
Room 49	Woodworking room	278.0 sq. ft. @ \$5.81	\$ 1,615.18
Room 50	Private Admin. Room	144.0 sq. ft. @ \$5.81	\$ 836.64

**SHARED SPACE**

Gym/Stage Area	Flat Annual Rate	\$ 2,100.00
<b>TOTAL ANNUAL COST OF SPACE LEASED</b>		<b>\$54,135.99</b>
<b>TOTAL MONTHLY COST</b>		<b>\$ 4,511.33</b>

Garage Area (Year 1)	72 ft. 6 in x 45 ft.	3262.5 sq. ft. @ \$0.00	\$0.00
Garage Area (Year 2)	72 ft. 6 in x 45 ft.	3262.5 sq. ft. @ \$0.00	\$0.00
Garage Area (Year 3)	72 ft. 6 in x 45 ft.	3262.5 sq. ft. @ \$0.00	\$0.00
Garage Area (Year 4)	72 ft. 6 in x 45 ft.	3262.5 sq. ft. @ \$5.81	\$18,955.13**

In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$5.81/sq. ft for the 2013/2014 school year, Lessee agrees to amend the sixth paragraph of Article I of the Lease to read:

**Lessee shall renew this lease for five (5) additional terms of one year each,**

The 1<sup>st</sup> renewal term commencing July 9, 2013 and terminating July 8, 2014

The 2<sup>nd</sup> renewal term commencing July 9, 2014 and terminating July 8, 2015

The 3<sup>rd</sup> renewal term commencing July 9, 2015 and terminating July 8, 2016

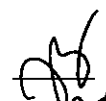

The 4<sup>th</sup> renewal term commencing July 9, 2016 and terminating July 8, 2017

The 5<sup>th</sup> renewal term commencing July 9, 2017 and terminating July 8, 2018

Under and upon the same terms, covenants and provisions, provided; however, that the monthly rental shall be renegotiated between the parties. Any increase in the monthly rental shall be based on the most recently publicized Consumer Price Index – Urban (CPI-U) plus no more than six (6) percentage points. The portion of any increase in the monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by serving written notice thereof on the Lessor at least sixty (60) days before the expiration of the initial term or subsequent renewal term hereof on the Lessor personally or by mailing it by certified mail. Said renewals may not be exercised in the event that default exists in the payment of rent or in any other of the terms, covenants and provisions of this lease on the part of the Lessee to be kept and performed.

The above rate of \$5.81 per sq. ft. is at an enrollment of 132 or less. Each additional student over 132 will be at \$50.00 per month for 10 months or \$500 per year. The additional fee per student will cap out at 148 students. No additional fee will be required for 149 or more students.

The terms and conditions of the original Lease dated July 21, 2004, as amended by this Addendum, shall remain and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

 Initial  
 Initial

County of Seneca  
Agreed to and executed this 17<sup>th</sup> day of July, 2014.

LESSOR

St. Francis Home, Inc.

By: [Signature]  
Its: Executive Director

Kathy Shuff  
Notary Public

STATE OF OHIO       )  
                                  ) SS:  
SENECA COUNTY

NOTARY PUBLIC  
KATHY SHUFF  
15, 2016

Agreed to and executed this 17<sup>th</sup> day of July, 2014.

LESSEE

Bridges Community Academy

By: X [Signature]  
Its: DIRECTOR

STATE OF OHIO       )  
                                  ) SS:  
SENECA COUNTY       )

X Guadalupe Stanko  
Notary Public

Geraldine Stanko  
Notary Public, State of Ohio  
My Commission Expires April 28th 2015

**ADDENDUM**

To Lease dated July 21, 2004 ("Lease")

By and between

St. Francis Home, Inc., ("Lessor")

And

Bridges Community Academy "(Lessee")

**Exhibit A**

The following represents the space leased or shared by Lessee under the terms of the Lease Agreement between St. Francis Home, Inc. and Bridges Community Academy, dated this 9<sup>th</sup> day of July, 2016.

Room 36	Storage Room	205.4 sq. ft. @ \$5.81	\$ 1,193.37
Room 37	Gingerbread Room	1161.6 sq. ft. @ \$5.81	\$ 6,748.90
Room 38	Pumpkin Room	1491.88 sq. ft. @ \$5.81	\$ 8,667.82
Room 39	Dining Area	1151.0 sq. ft. @ \$5.81	\$ 6,687.31
Room 47	Library	374.4 sq. ft. @ \$5.81	\$ 2,175.26
Left Side Room	Stage	234.0 sq. ft. @ \$5.81	\$ 1,359.54
Right Side Room	Stage	255.0 sq. ft. @ \$5.81	\$ 1,481.55
Room 28	Storage Under Stage	290.0 sq. ft. @ \$5.81	\$ 1,684.90
Room 31	Workshop	575.0 sq. ft. @ \$5.81	\$ 3,340.75
Room 48	Laundry	514.0 sq. ft. @ \$5.81	\$ 2,986.34
Room 48 B	North Laundry	273.0 sq. ft. @ \$5.81	\$ 1,586.13
Room 46	Chapel	1162.0 sq. ft. @ \$5.81	\$ 6,751.22
Room 44	Photography Room	101.0 sq. ft. @ \$5.81	\$ 586.81
Room 45	Dining room	746.0 sq. ft. @ \$5.81	\$ 4,334.26
Room 49	Woodworking room	278.0 sq. ft. @ \$5.81	\$ 1,615.18
Room 50	Private Admin. Room	144.0 sq. ft. @ \$5.81	\$ 836.64

**SHARED SPACE**

Gym/Stage Area	Flat Annual Rate	\$ 2,100.00
TOTAL ANNUAL COST OF SPACE LEASED		\$54,135.99
TOTAL MONTHLY COST		\$ 4,511.33

Garage Area ( Year 1)	72 ft. 6 in. x 45 ft.	3262.5 sq. ft. @ \$0.00	\$0.00
Garage Area ( Year 2)	72 ft. 6 in. x 45 ft.	3262.5 sq. ft. @ \$0.00	\$0.00
Garage Area ( Year 3)	72 ft. 6 in. x 45 ft.	3262.5 sq. ft. @ \$0.00	\$0.00
Garage Area ( Year 4)	72 ft. 6 in. x 45 ft.	3262.5 sq. ft. @ \$5.81	\$18,955.13**

In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$5.81/sq. ft. for the 2016/2017 school year. Lessee agrees to amend the sixth paragraph of Article I of the Lease to read:

**Lessee shall renew this lease for five (5) additional terms of one year each,**  
The 1<sup>st</sup> renewal term commencing July 9, 2013 and terminating July 8, 2014  
The 2<sup>nd</sup> renewal term commencing July 9, 2014 and terminating July 8, 2015  
The 3<sup>rd</sup> renewal term commencing July 9, 2015 and terminating July 8, 2016  
The 4<sup>th</sup> renewal term commencing July 9, 2016 and terminating July 8, 2017  
The 5<sup>th</sup> renewal term commencing July 9, 2017 and terminating July 8, 2018

Under and upon the same terms, covenants and provisions, provided; however, that the monthly rental shall be renegotiated between the parties. Any increase in the monthly rental shall be based on the most recently publicized Consumer Price Index – Urban (CPI-U) plus no more than six (6) percentage points. The portion of any increase in the monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by serving written notice thereof on the Lessor at least sixty (60) days before the expiration of the initial term or subsequent renewal term hereof on the Lessor personally or by mailing it by certified mail. Said renewals may not be exercised in the event that default exists in the payment of rent or in any other of the terms, covenants and provisions of this lease on the part of the Lessee to be kept and performed.

The above rate of \$5.81 per sq. ft. is at an enrollment of 132 or less. Each additional student over 132 will be at \$50.00 per month for 10 months or \$500 per year. The additional fee per student will cap out at 148 students. No additional fee will be required for 149 or more students.

The terms and conditions of the original Lease dated July 21, 2004, as amended by this Addendum, shall remain and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

Initial  Initial 



State of Ohio

County of Seneca

Agreed to and executed this 4<sup>th</sup> day of August, 2016

LESSOR

St. Francis Home, Inc.

By: [Signature]

Its: Executive Director

Kathy Shuff  
Notary Public

Kathy Shuff  
expires Nov. 15, 2016

State of Ohio

County of Seneca

Agreed to and executed this 4<sup>th</sup> day of August, 2016

LESSEE

Bridges Community Academy

By: [Signature]

Its: Director

Cindy R. Zak  
Notary Public

Cindy R. Zak, Notary Public  
In and for the State of Ohio  
My Commission Expires July 10, 2016

COPY

**ADDENDUM**

To Lease dated July 21, 2004 ("Lease")

By and between

St. Francis Home, Inc., ("Lessor")

And

Bridges Community Academy ("Lessee")

**Exhibit A**

The following represents the space leased or shared by Lessee under the terms of the Lease Agreement between St. Francis Home, Inc. and Bridges Community Academy, dated 9<sup>th</sup> day of July, 2017.

Room 36	Storage Room	205.4 sq. ft. @ \$5.81	\$ 1,193.37
Room 37	Gingerbread Room	1161.6 sq. ft. @ \$5.81	\$ 6,748.90
Room 38	Pumpkin Room	1491.88 sq. ft. @ \$5.81	\$ 8,667.82
Room 39	Dining Area	1151.0 sq. ft. @ \$5.81	\$ 6,687.31
Room 47	Library	374.4 sq. ft. @ \$5.81	\$ 2,175.26
Left Side Room	Stage	234.0 sq. ft. @ \$5.81	\$ 1,359.54
Right Side Room	Stage	255.0 sq. ft. @ \$5.81	\$ 1,481.55
Room 28	Storage Under Stage	290.0 sq. ft. @ \$5.81	\$ 1,684.90
Room 31	Workshop	575.0 sq. ft. @ \$5.81	\$ 3,340.75
Room 48	Laundry	514.0 sq. ft. @ \$5.81	\$ 2,986.34
Room 48 B	North Laundry	273.0 sq. ft. @ \$5.81	\$ 1,586.13
Room 46	Chapel	1162.0 sq. ft. @ \$5.81	\$ 6,751.22
Room 44	Photography Room	101.0 sq. ft. @ \$5.81	\$ 586.81
Room 45	Dining room	746.0 sq. ft. @ \$5.81	\$ 4,334.26
Room 49	Woodworking room	278.0 sq. ft. @ \$5.81	\$ 1,615.18
Room 50	Private Admin. Room	144.0 sq. ft. @ \$5.81	\$ 836.64

**SHARED SPACE**

Gym/Stage Area      Flat Annual Rate

\$ 2,100.00

**TOTAL ANNUAL COST OF SPACE LEASED**

\$54,135.99

**TOTAL MONTHLY COST**

\$ 4,511.33

In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$5.81/sq. ft. for the August 2017 through May 2019 school years. Lessee agrees to amend the addendum Exhibit A to read:

The 1<sup>st</sup> renewal term commencing July 9, 2017 and terminating May 31, 2019  
**At which time Lessee shall renew this lease for four (4) additional annual terms**  
The 2<sup>nd</sup> renewal term commencing June 1, 2019 and terminating May 31, 2020  
The 3<sup>rd</sup> renewal term commencing June 1, 2020 and terminating May 31, 2021  
The 4<sup>th</sup> renewal term commencing June 1, 2021 and terminating May 31, 2022  
The 5<sup>th</sup> renewal term commencing June 1, 2022 and terminating May 31, 2023

Under and upon the same terms, covenants and provisions, provided; however, that the monthly rental shall be renegotiated between the parties. Any increase in the monthly rental shall be based on the most recently publicized Consumer Price Index – Urban (CPI-U) plus no more than six (6) percentage points. The portion of any increase in the monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by serving written notice thereof on the Lessor at least sixty (60) days before the expiration of the initial term or subsequent renewal term hereof on the Lessor personally or by mailing it by certified mail. Said renewals may not be exercised in the event that default exists in the payment of rent or in any other of the terms, covenants and provisions of this lease on the part of the Lessee to be kept and performed.

The terms and conditions of the original Lease dated July 21, 2004, as this amended Addendum, shall remain and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

State of Ohio

County of Seneca

Agreed to and executed this 21<sup>st</sup> day of August, 2017

LESSOR

St. Francis Home, Inc.

By: 

Its: Executive Director

  
Notary Public

My Commission Expires 11/15/2021

Initial CS

Initial SSR

State of Ohio

County of Seneca

Agreed to and executed this 14 day of August, 2017

LESSEE

Bridges Community Academy

By: Cathy Smith

Its: Director

CINDY R ZAK  
Notary Public  
State of Ohio  
My Commission Expires July 10, 2021

Cindy R Zak  
Notary Public

COPY

**ADDENDUM**

To Lease dated July 21, 2004 ("Lease")

By and between

St. Francis Senior Ministries., ("Lessor")

And

Bridges Community Academy "(Lessee")

**Exhibit A**

The following represents the space leased or shared by Lessee under the terms of the Lease Agreement between St. Francis Senior Ministries and Bridges Community Academy, dated 9<sup>th</sup> day of July, 2019.

Room 36	Storage Room	205.4 sq. ft. @ \$5.81	\$ 1,193.37
Room 37	Gingerbread Room	1161.6 sq. ft. @ \$5.81	\$ 6,748.90
Room 38	Pumpkin Room	1491.88 sq. ft. @ \$5.81	\$ 8,667.82
Room 39	Dining Area	1151.0 sq. ft. @ \$5.81	\$ 6,687.31
Room 47	Library	374.4 sq. ft. @ \$5.81	\$ 2,175.26
Left Side Room	Stage	234.0 sq. ft. @ \$5.81	\$ 1,359.54
Right Side Room	Stage	255.0 sq. ft. @ \$5.81	\$ 1,481.55
Room 28	Storage Under Stage	290.0 sq. ft. @ \$5.81	\$ 1,684.90
Room 31	Workshop	575.0 sq. ft. @ \$5.81	\$ 3,340.75
Room 48	Laundry	514.0 sq. ft. @ \$5.81	\$ 2,986.34
Room 48 B	North Laundry	273.0 sq. ft. @ \$5.81	\$ 1,586.13
Room 46	Chapel	1162.0 sq. ft. @ \$5.81	\$ 6,751.22
Room 44	Photography Room	101.0 sq. ft. @ \$5.81	\$ 586.81
Room 45	Dining room	746.0 sq. ft. @ \$5.81	\$ 4,334.26
Room 49	Woodworking room	278.0 sq. ft. @ \$5.81	\$ 1,615.18
Room 50	Private Admin. Room	144.0 sq. ft. @ \$5.81	\$ 836.64

**SHARED SPACE**

Gym/Stage Area	Flat Annual Rate	\$ 2,100.00
TOTAL ANNUAL COST OF SPACE LEASED		\$54,135.99
TOTAL MONTHLY COST		\$ 4,511.33

In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$5.81/sq. ft. for the August 2017 through May 2019 school years. Lessee agrees to amend the addendum Exhibit A to read:

The 1<sup>st</sup> renewal term commencing July 9, 2017 and terminating May 31, 2019  
**At which time Lessee shall renew this lease for four (4) additional annual terms**  
The 2<sup>nd</sup> renewal term commencing June 1, 2019 and terminating May 31, 2020  
The 3<sup>rd</sup> renewal term commencing June 1, 2020 and terminating May 31, 2021  
The 4<sup>th</sup> renewal term commencing June 1, 2021 and terminating May 31, 2022  
The 5<sup>th</sup> renewal term commencing June 1, 2022 and terminating May 31, 2023

Under and upon the same terms, covenants and provisions, provided; however, that the monthly rental shall be renegotiated between the parties. Any increase in the monthly rental shall be based on the most recently publicized Consumer Price Index – Urban (CPI-U) plus no more than six (6) percentage points. The portion of any increase in the monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by serving written notice thereof on the Lessor at least sixty (60) days before the expiration of the initial term or subsequent renewal term hereof on the Lessor personally or by mailing it by certified mail. Said renewals may not be exercised in the event that default exists in the payment of rent or in any other of the terms, covenants and provisions of this lease on the part of the Lessee to be kept and performed.

The terms and conditions of the original Lease dated July 21, 2004, as this amended Addendum, shall remain and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

State of Ohio

County of Seneca

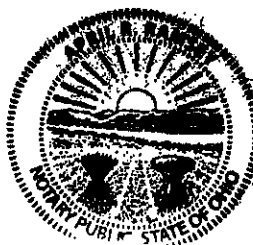
Agreed to and executed this 9<sup>th</sup> day of July, 2019.

LESSOR

St. Francis Senior Ministries

By: [Signature]

Its: Executive Director



*Notary Russell*  
**APRIL R. RAMSEY**  
NOTARY PUBLIC, STATE OF OHIO  
SENECA COUNTY  
My Commission Expires 9/25/2019

April R. Russell  
Notary Public

State of Ohio

County of Seneca

Agreed to and executed this 9 day of July, 2019.

LESSEE

Bridges Community Academy

By: Cathy Smith

Its: Director

Leanne K. Smith

Notary Public

Leanne K. Smith

NOTARY PUBLIC  
STATE OF OHIO

12-27-21

COPY

# **ADDENDUM**

To Lease dated July 21, 2004 ("Lease")

By and between

St. Francis Home, Inc., ("Lessor")

And

Bridges Community Academy, DBA Bridges Preparatory Academy "(Lessee")

## **Exhibit A**

The following represents the space leased or shared by Lessee under the terms of the Lease Agreement between St. Francis Home, Inc. and Bridges Community Academy, DBA Bridges Preparatory Academy, dated 7<sup>th</sup> day of August, 2020.

Room 36	Storage Room	205.4 sq. ft. @ \$5.81	\$ 1,193.37
Room 37	Gingerbread Room	1161.6 sq. ft. @ \$5.81	\$ 6,748.90
Room 38	Kindergarten Room	1491.88 sq. ft. @ \$5.81	\$ 8,667.82
Room 39	Cafeteria	1151.0 sq. ft. @ \$5.81	\$ 6,687.31
Room 47	4 <sup>th</sup> Grade Room	374.4 sq. ft. @ \$5.81	\$ 2,175.26
Left Side Room	Stage - Library	234.0 sq. ft. @ \$5.81	\$ 1,359.54
Right Side Room	Stage- Resource Center	255.0 sq. ft. @ \$5.81	\$ 1,481.55
Room 28	Counseling	290.0 sq. ft. @ \$5.81	\$ 1,684.90
Room 31	Workshop	575.0 sq. ft. @ \$5.81	\$ 3,340.75
Room 48	2 <sup>nd</sup> Grade	514.0 sq. ft. @ \$5.81	\$ 2,986.34
Room 48 B	Server Room	273.0 sq. ft. @ \$5.81	\$ 1,586.13
Room 46	Title I/ 3 <sup>rd</sup> Grade	1162.0 sq. ft. @ \$5.81	\$ 6,751.22
Room 44	Photography Room	101.0 sq. ft. @ \$5.81	\$ 586.81
Room 45	5 <sup>th</sup> / 6 <sup>th</sup> grade Room	746.0 sq. ft. @ \$5.81	\$ 4,334.26
Room 49	Woodworking room	278.0 sq. ft. @ \$5.81	\$ 1,615.18
Room 50	Private Admin. Room	144.0 sq. ft. @ \$5.81	\$ 836.64

### **SHARED SPACE**

Gym/Stage Area	Flat Annual Rate	\$ 2,100.00
TOTAL ANNUAL COST OF SPACE LEASED		\$54,135.99
TOTAL MONTHLY COST		\$ 4,511.33

Initial BFF

Initial CZ

Initial E.S.



In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$5.81/sq. ft. for the August 2017 through May 2019 school years. Lessee agrees to amend the addendum Exhibit A to read:

The 1<sup>st</sup> renewal term commencing July 9, 2017 and terminating May 31, 2019  
**At which time Lessee shall renew this lease for four (4) additional annual terms**  
The 2<sup>nd</sup> renewal term commencing June 1, 2019 and terminating May 31, 2020  
The 3<sup>rd</sup> renewal term commencing June 1, 2020 and terminating May 31, 2021  
The 4<sup>th</sup> renewal term commencing June 1, 2021 and terminating May 31, 2022  
The 5<sup>th</sup> renewal term commencing June 1, 2022 and terminating May 31, 2023

Under and upon the same terms, covenants and provisions, provided; however, that the monthly rental shall be renegotiated between the parties. Any increase in the monthly rental shall be based on the most recently publicized Consumer Price Index – Urban (CPI-U) plus no more than six (6) percentage points. The portion of any increase in the monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by serving written notice thereof on the Lessor at least sixty (60) days before the expiration of the initial term or subsequent renewal term hereof on the Lessor personally or by mailing it by certified mail. Said renewals may not be exercised in the event that default exists in the payment of rent or in any other of the terms, covenants and provisions of this lease on the part of the Lessee to be kept and performed.

The terms and conditions of the original Lease dated July 21, 2004, as this amended Addendum, shall remain and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

State of Ohio

County of Seneca

Agreed to and executed this 10<sup>th</sup> day of August, 2020

LESSOR

St. Francis Home, Inc.

By: 

It's: Executive Director



Notary Public

LEANNE K. SMITH  
Notary Public, State of Ohio  
My Commission Expires 12-27-2021

Initial BFF

Initial CZ

Initial G.S.

State of Ohio

County of Seneca

Agreed to and executed this 10<sup>th</sup> day of August, 2020

LESSEE

Bridges Community Academy

By: Cindy G. Zak

Its: Director

Leanne K. Smith  
Notary Public

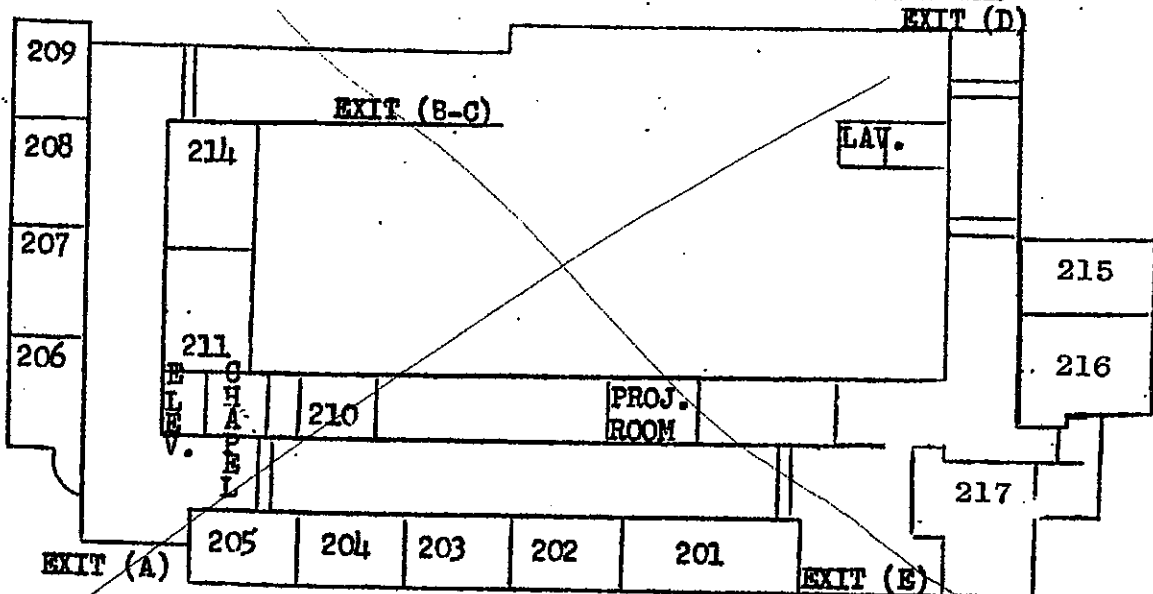
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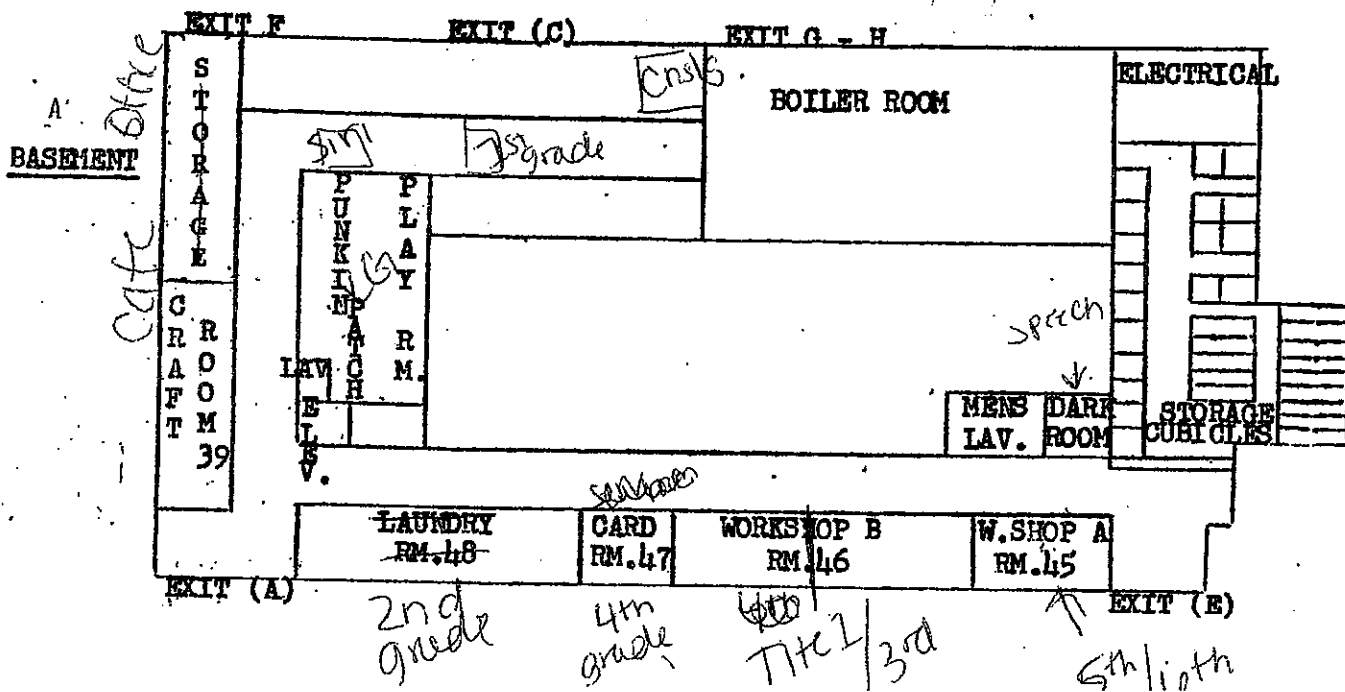
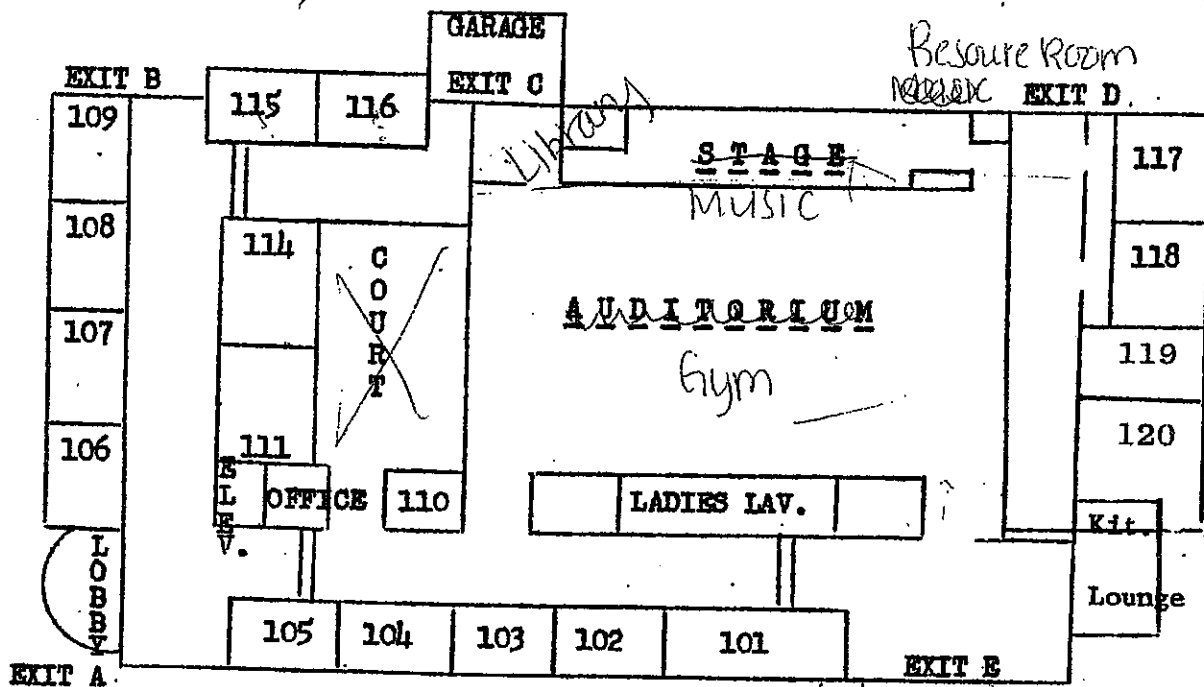
**LEANNE K. SMITH**  
**Notary Public, State of Ohio**  
**My Commission Expires 12-27-2021**

FLOOR PLAN - ELIZABETH SCHAEFER APARTMENTS OF ST. FRANCIS HOME

SECOND FLOOR



FIRST FLOOR



**ADDENDUM**

To Lease dated July 21, 2004 ("Lease")

By and between

St. Francis Home, Inc., ("Lessor")

And

Bridges Community Academy, DBA Bridges Preparatory Academy "(Lessee")

**Exhibit A**

The following represents the space leased or shared by Lessee under the terms of the Lease Agreement between St. Francis Home, Inc. and Bridges Community Academy, DBA Bridges Preparatory Academy, dated 18<sup>th</sup> day of August, 2021.

Room 36	Storage Room	205.4 sq. ft. @ \$5.81	\$ 1,193.37
Room 37	Gingerbread Room	1161.6 sq. ft. @ \$5.81	\$ 6,748.90
Room 38	Kindergarten Room	1491.88 sq. ft. @ \$5.81	\$ 8,667.82
Room 39	Cafeteria	1151.0 sq. ft. @ \$5.81	\$ 6,687.31
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Room 50	Private Admin. Room	144.0 sq. ft. @ \$5.81	\$ 836.64

**SHARED SPACE**

Gym/Stage Area	Flat Annual Rate	\$ 2,100.00
<b>TOTAL ANNUAL COST OF SPACE LEASED</b>		<b>\$54,135.99</b>
<b>TOTAL MONTHLY COST</b>		<b>\$ 4,511.33</b>

In consideration for the Lessor making the additional space available for Lessee and for maintaining the space costs at \$5.81/sq. ft. for the August 2017 through May 2019 school years. Lessee agrees to amend the addendum Exhibit A to read:

The 1<sup>st</sup> renewal term commencing July 9, 2017 and terminating May 31, 2019  
**At which time Lessee shall renew this lease for four (4) additional annual terms**  
The 2<sup>nd</sup> renewal term commencing June 1, 2019 and terminating May 31, 2020  
The 3<sup>rd</sup> renewal term commencing June 1, 2020 and terminating May 31, 2021  
The 4<sup>th</sup> renewal term commencing June 1, 2021 and terminating May 31, 2022  
The 5<sup>th</sup> renewal term commencing June 1, 2022 and terminating May 31, 2023

Under and upon the same terms, covenants and provisions, provided; however, that the monthly rental shall be renegotiated between the parties. Any increase in the monthly rental shall be based on the most recently publicized Consumer Price Index – Urban (CPI-U) plus no more than six (6) percentage points. The portion of any increase in the monthly rental attributable to said Consumer Price Index – Urban (CPI-U) shall not exceed three (3) percentage points. Said renewals shall be exercised by the Lessee by serving written notice thereof on the Lessor at least sixty (60) days before the expiration of the initial term or subsequent renewal term hereof on the Lessor personally or by mailing it by certified mail. Said renewals may not be exercised in the event that default exists in the payment of rent or in any other of the terms, covenants and provisions of this lease on the part of the Lessee to be kept and performed.

The terms and conditions of the original Lease dated July 21, 2004, as this amended Addendum, shall remain and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

State of Ohio

County of Seneca

Agreed to and executed this 18<sup>th</sup> day of August, 2021

LESSOR

St. Francis Home, Inc.

By: [Signature]

It's: Executive Director

Gabe Stoll

Leanne K. Smith  
Comm. EXP. - 12-27-2021

Leanne K. Smith

Notary Public

State of Ohio

County of Seneca

Agreed to and executed this 18<sup>th</sup> day of August, 2021

LESSEE

Bridges Community Academy

By: *Erica M. [Signature]*

Its: Director

*Erica M. Nyp*

*Leanne K. Smith*  
Comm. EXP- 12-27-2021

*Leanne K. Smith*

Notary Public

Initial *ELN*

Initial *G.J.S*

Initial \_\_\_\_\_

