

CERTIFICATION OF RESOLUTION

SPONSOR CONTRACT RENEWAL
2021-2024 TERM

ROAD TO SUCCESS ACADEMY
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of North Columbus Drop Back In, dba Road to Success Academy, (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the Road to Success Academy Board of Directors adopts the Sponsor Renewal Contract for the 2021/2024 term for Educational Resource Consultants of Ohio (ERCO), subject to legal review and authorizing Chairman Forte to approve and execute. Submission of the signed contract and attachments will be sent on or before the due date. The Sponsor Renewal Contract for the 2021/2024 term is attached as Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

APPROVAL AND ADOPTION OF RESOLUTION

Motion to approve and adopt the Sponsor Contract Renewal for the 2021/2024 term

(without / with) amendments, made by K. Gibson

seconded by R. Hutson.

Board Member <i>Name/Initials</i>	AYE	NAY	Other <i>(abstain, not present)</i>
Kimberly Gibson	✓		
Desmond Bryant			✓
Jon Lauden	✓		
Raymond Hutson	✓		
Aryn Bates			✓
Anthony Forte, Chairman	✓ <i>AF</i>		

Resolution adopted by a vote of the Board on this 11 day of June, 2021.



Anthony Forte, Chairman
Road to Success Academy

EXHIBIT A

TABLE OF CONTENTS

Sponsor Signed Contract.....	1-43
<u>Attachment 1.....</u>	44
A. School Governing Authority Board of Directors Contact Info: Names, Addresses, Telephone Numbers, Emails, Resumes.....	45-58
B. Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent and Employer Identification Number.....	59-66
C. Code of Regulations.....	67-91
D. Administrative and Governance Plan.....	67-91
E. Conflict of Interest/Related Party Policy.....	92
F. Related Party Disclosure Form.....	93-98
G. School Calendar.....	99-101
H. IRS Determination Letter.....	102-103
I. Self-Evaluation of Operations and Governance Goals/Measurements.....	104
J. Calendar of School Board Meetings.....	105-106
<u>Attachment 2.....</u>	107
A. Education Plan/Program and alignment with Ohio Academic Standards.....	108-110
B. School’s Mission, Goals, Ages/Grades of students and focus of curriculum.....	111-112
C. Blended Learning Model Description (Not Applicable)	
<u>Attachment 3</u>	
Student Performance Measures (already submitted)	
<u>Attachment 4.....</u>	113
A. Financial Plan, including estimated budget and Five-Year Financial Forecast.....	114-125
B. Treasurer License.....	126
C. Treasurer Bond.....	127-129
D. Surety Bond (New School Only – Not Applicable)	
E. Treasurer Contract.....	130-133
F. Self-Evaluation of Financial Goals and Measurements.....	134
<u>Attachment 5.....</u>	135
A. Description of Facility.....	136-138
B. Suspension and/or School Closing Procedures.....	139
C. Facility Lease Agreement.....	140
<u>Attachment 6.....</u>	141
A. Organization Chart.....	142
B. Chief Administrative Officer Contract.....	143
C. Management by Third Party Contract.....	144-158
<u>Attachment 7.....</u>	159
Protocol for Renewal Considerations.....	160



EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC.

COMMUNITY SCHOOL SPONSORSHIP RENEWAL CONTRACT

Phyllis E. Brown
Brown Law Firm LLC
250 E. 5th Street, Suite 1500
Cincinnati, OH 45202
513-878-2700

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

COMMUNITY SCHOOL CONTRACT

		PAGE
ARTICLE I	ESTABLISHMENT AND AUTHORITY	2
1.1	Corporate Formation	2
1.2	Good Standing	2
1.3	Creation of Community School	2
1.4	Start-Up or Continuing Start-Up or Conversion Community School	2
1.5	Tax Exempt Status	2
1.6	Corporate Documents	2
1.7	Term	3
1.8	Open for Operation	3
1.9	School Agreements with Third Parties	3
1.10	Bond	3
1.11	Independent Attorney	4
1.12	Location	4
1.13	Autonomy of School	4
ARTICLE II	GOVERNING AUTHORITY / ADMINISTRATION	4
2.1	Governing Authority Duties and Composition	4
2.2	Roster	5
2.3	Required Documentation	5
2.4	Annual Conflict of Interest and Disclosure Statements	5
2.5	Election of Governing Authority Officers	6
2.6	Public Availability of Governing Authority Information	6
2.7	Meetings	6
2.8	Sponsor Prior Approval of Governing Authority Members	7
2.9	Training of Governing Authority Members	7
2.10	Training Plan	7
2.11	Public Records and Open Meetings Laws	7
2.12	Chief Administrative Officer	7
2.13	Cooperation and Compliance with Sponsor Oversight	8
2.14	Compliance with Sponsor Monitoring	9
2.15	Meetings and Workshops	9
2.16	Appointment of Finance and Internal Audit Committee	9
2.17	Progress Reports	9

2.18	Annual Budget	10
2.19	Governing Authority Performance Evaluation	10
ARTICLE III	COMPLIANCE WITH LAWS	10
3.1	Compliance with Ohio Laws	10
3.2	Number of Students	12
3.3	Continuing Operation	12
3.4	Compliance with Other Laws	12
ARTICLE IV	OPERATIONS	12
4.1	Non-Sectarian	12
4.2	Admissions Policies and Procedures	12
4.3	Enrollment/Attendance Policy	13
4.4	Notice Upon Enrollment	13
4.5	School for Autistic Students	14
4.6	Public Inspection of Policies	14
4.7	Lottery	14
4.8	Automatic Withdrawal	14
4.9	Community Racial and Ethnic Balance	14
4.10	Tuition	14
4.11	Student Transportation	14
4.12	Payment to Sponsor	14
4.13	Notification	15
4.14	Operator Agreements	15
4.15	Compliance with Health and Safety Standards	17
4.16	Technology Plan	17
4.17	Policies and Parent Surveys	17
4.18	Access to Records	17
4.19	STEM School	18
4.20	Suspension and Expulsion Policies	18
4.21	Commitment to Remain Open for School Year	18
4.22	High School Diplomas	19
4.23	Compliance with Other Laws	19
ARTICLE V	MISSION, EDUCATIONAL PLAN/PROGRAM AND PERFORMANCE PLAN	19
5.1	Educational Plan / Program	19
5.2	Curriculum	20
5.3	Sponsor Performance Rating	20
5.4	School Performance and Assessment	20
5.5	Sponsor's Annual Performance Report and Renewal Evaluation Rubric	21

5.6	Unavailability of Some Performance Measures	22
5.7	Intervention	22
ARTICLE VI	REPORTING AND RECORDS	22
6.1	Annual Report	22
6.2	Additional Reporting	22
6.3	Site Visits	23
ARTICLE VII	STAFFING	23
7.1	Contracts	23
7.2	Leave of Absence	23
7.3	Employment of Teachers	24
7.4	Collective Bargaining	24
7.5	Performance Pay	25
7.6	Employee Benefits	25
7.7	Professional Development	25
7.8	Volunteers	25
ARTICLE VIII	FINANCES	25
8.1	Financial Records	25
8.2	Fiscal Officer	25
8.3	Fiscal Bond	26
8.4	Fiscal Services Agreement	26
8.5	Custody of School Funds	26
8.6	Financial Plan	26
8.7	Fiscal Budget	27
8.8	Financial Management	27
8.9	Borrowing Money	27
8.10	Fiscal Year	27
8.11	Audits	28
8.12	Financial Audit Standards	28
8.13	Unauditable Status	28
ARTICLE IX	INSURANCE / INDEMNIFICATION	28
9.1	Liability Insurance	28
9.2	Indemnification	28
9.3	Survival	29
	SPONSOR OBLIGATIONS - CONTRACT AUTHORIZATION,	

ARTICLE X	PERFORMANCE MONITORING, TERMINATION AND NON-RENEWAL	29
10.1	Contract Authorization	29
10.2	Performance Monitoring	29
10.3	Expiration of Contract	30
10.4	Obligations	30
10.5	Probation and Suspension	31
10.6	Expiration, Termination and Non-Renewal of Contract	32
10.7	Closure	33
10.8	Disposition of Assets	33
10.9	Renewal Process	34
10.10	High Stakes Reviews	34
10.11	Reasons for Non-Renewal of Contract	34
10.12	Non-Renewal	35
10.13	School Intention to Non-Renew	35
10.14	Assignment of Contract	35
ARTICLE XI	MISCELLANEOUS	35
11.1	Dispute Resolution	35
11.2	Term	36
11.3	Severability	36
11.4	Headings	36
11.5	Notices	36
11.6	Amendments, Updates and Modifications	37
11.7	Attachments	37
	Signature	38

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

This **CONTRACT** is entered into by and between the Educational Resource Consultants of Ohio (**Sponsor**) and the governing authority of North Columbus Drop Back In, dba Road to Success Academy, an Ohio public community school established as a public benefit corporation under Chapter 1702 of the Ohio Revised Code, if established after April 8, 2003 or a nonprofit corporation under Chapter 1702 of the Ohio Revised Code if established prior to April 8, 2003 (**Governing Authority**).

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

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

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

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

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

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

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

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

NOW THEREFORE, in consideration of the mutual benefits provided hereunder and other good and valuable consideration, the **Governing Authority** and the **Sponsor** enter into this Contract with the following terms and conditions. All Attachments to this

Contract are incorporated by reference and made a part of this Contract as essential to it.

ARTICLE I
ESTABLISHMENT AND AUTHORITY

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

structure and relationship between the operator/administrator/employees, and the **Governing Authority**.

- b. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** prior to the effective date of such changes, together with a copy of all documents and filings.
 - c. The **Governing Authority** must meet the strategic goals relating to an Annual Performance Report and Renewal Evaluation Rubric and complete a self-evaluation of its progress. The **School's** self-evaluation is attached as part of **ATTACHMENT 1**.
- 1.7 **Term.** This Contract shall commence for a term beginning on July 1, 2021 and ending on June 30, 2024 ("Term") provided the Ohio Department of Education authorizes Educational Resource Consultants of Ohio, Inc. to operate as a sponsor for the Term.
- 1.8 **Open for Operation.** The **School** will be open for operation by September 30th of each School Year, unless the mission of the **School** is solely to serve drop-out students. If the **School** fails to open by September 30th in its initial year of operation or within one (1) year after the adoption of a contract pursuant to R.C. 3314.02(D), the Contract shall be void, unless the mission is to serve drop-out students.
- 1.9 **School Agreements with Third Parties.**
- a. The **Sponsor** is not liable for the debts of the **School** or the **Governing Authority** to any third parties.
 - b. The Parties to this Contract agree that certain agreements represent significant and material transactions that must be provided to the **Sponsor** in substantial form at least five (5) business days prior to the adoption by the **Governing Authority**. These agreements include:
 - (1) Purchase, sale, lease, or other disposition of any real property; and
 - (2) All agreements in excess of five hundred thousand dollars (\$500,000.00).
- 1.10 **Bond.** To the extent required by R.C. 3314.50, which only applies to schools that initiated operation on or after February 1, 2016, the **Governing Authority** must post a bond in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond, the **Governing Authority** or the Operator may deposit cash in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond or cash deposit, the **School's** Operator may provide a written guarantee of payment, which obligates the Operator to pay the costs of audits of the **School** up to an amount of Fifty

Thousand Dollars (\$50,000). Unless agreed to otherwise, the **Sponsor** shall not deposit cash or provide a written guarantee pursuant to R.C. 3314.50.

- 1.11 **Independent Attorney.** The **School** shall comply with R.C. 3314.036, which provides “[t]he governing authority of a community school shall employ an attorney, who shall be independent from the school’s sponsor or the operator with which the school has contracted, for any services related to the negotiation of the community school’s contract with the sponsor or the school’s contract with the operator.”
- 1.12 **Location.** The **School** is authorized to operate at 1634 Minnesota Avenue Columbus, OH 43211 [address] which shall be the **School’s** primary location (“Primary Location”). The Primary Location may not change without modification to this Contract.
- a. Prior to the **School** entering or renewing any lease or purchase agreement for real property (“Property Agreement”), the **Sponsor** shall have the right to: (i) inspect and approve the property, and such approval may not be unreasonably withheld or delayed; (ii) reasonably request and review documentation to assess the adequacy of the property; and (iii) review the terms of the Property Agreement prior to execution in accordance with Article I, Section A(4) of this Contract.
 - b. The **School** shall perform due diligence prior to entering a Property Agreement and may not agree to or enter into any Property Agreement that is either (a) not reasonably reflective of fair market value or (b) above fair market value. The **Governing Authority** may not enter into a lease with an Operator for any parcel of real property until an independent professional in the real estate field verifies that the lease is commercially reasonable at the time of signing. Any lease payments, mortgage payments, or capital improvement costs must be consistent with the yearly budget provided to the **Sponsor**.
 - c. All Property Agreements and modifications or renewals thereof shall be provided to the **Sponsor** upon execution.
- 1.13 **Autonomy of School.** **Sponsor** establishes and recognizes the autonomy of the **School**, including its authority over educational programming, staffing, budgets, and scheduling.

ARTICLE II **GOVERNING AUTHORITY/ADMINISTRATION**

- 2.1 **Governing Authority Duties and Composition.** The **Governing Authority** shall be responsible for carrying out the provisions of this Contract. The **Governing Authority** shall have at least five (5) members who are not owners or employees, or relatives of owners or employees of any for-profit company that

operates or manages the **School** and are not members of a school district board of education or employees of a school district or educational service center. All members of the **Governing Authority** must be residents of the State of Ohio and live within 100 miles of the **School**. No person may serve on the **Governing Authority** if prohibited from doing so pursuant to R.C. 3314.02 or any other law, rule, or regulation. **ATTACHMENT 1** includes this information, as well as the **School's** Administrative and Governance Plan, which describes the process by which future members of the **Governing Authority** of the **School** shall be selected.

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

2.3 **Required Documentation.**

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

2.4 Annual Conflict of Interest and Disclosure Statements

- a. Each member of the **Governing Authority** must annually sign a Conflict of Interest Statement, on a form prepared or approved by the **Sponsor** and adopted by the **Governing Authority** that addresses Ohio's public ethics conflicts laws and rules to the extent that these laws and rules are applicable to community schools.
- b. Each member must annually sign a Disclosure Statement setting forth potential conflicts of interest and names of any immediate relatives or business associates employed within the previous three years by the **Sponsor** or Operator, a school district or educational service center that has contracted with the **School**, or a vendor that has engaged in business with the **School**.

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

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

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

2.7 Meetings.

- a. School Board meetings must be held on at least a bimonthly basis. The **Governing Authority** shall allow the **Sponsor's** representative to be present during all executive sessions unless discussing either pending or imminent litigation against the **Sponsor** or matters involving attorney-client privilege.

- b. A majority of members of the **Governing Authority** shall constitute a quorum for purposes of conducting official business.
- c. The **School** agrees to provide the **Sponsor** with a written notice of each **Governing Authority** meeting pursuant to the specified schedule and a copy of the agenda at the time it is provided to **Governing Authority** members.
 - 1. Notice of regular meetings shall be provided promptly at least ten (10) business days prior to each meeting.
 - 2. Notice of special meetings shall be provided immediately upon scheduling and at least twenty-four (24) hours before such meetings.
 - 3. Notice of emergency meetings shall be provided immediately upon scheduling.

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

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

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

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

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

2.12 **Chief Administrative Officer.** The Chief Administrative Officer of the **School** shall be the position of _____ Superintendent _____ (Superintendent, Director, Administrator). At the inception of this Contract, the position will be held

by Gamal Brown . Any change in the identity and/or role of the Chief Administrative Officer shall be reported to the **Sponsor** prior to the beginning of the term or within five (5) business days, together with the results of that person's recently completed criminal background checks, resume, and references.

The **Governing Authority** must submit its School Chief Administrator contract as part of **ATTACHMENT 6**.

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

- Opening assurances site visit at least ten (10) days before the first day of student instruction when appropriate and compliance site visits at least two (2) times per year and thereafter, as **Sponsor** determines necessary. The **School** must upload documentation of all verifications of compliance information into **Sponsor's** document exchange system and maintain same in a readily accessible manner.
- Communications regarding audits by the Auditor of State, communications with Department of Education area coordinators, and communications with all outside oversight agencies.
- Annual file up-date per checklist of **Sponsor**;
- Monthly review of financials. All financials, operating budgets, assets, liabilities, enrollment records and similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** no later than the 15th of every month for the previous month's financial activity. The reports submitted must include: (1) Cash Fund Report – listing of all funds used showing month and year activity and balances; (2) Revenue Summary – listing of all revenue received for the month and for the year; (3) Check Register – listing of all checks for the month; (4) Cash Reconciliation – book to bank reconciliation of all cash accounts; (5) Outstanding Purchase Order Detail – listing of all Purchase Orders created but unpaid (unless the **Governing Authority** uses an Operator); and (6) Enrollment Records – in the form of monthly FTEs.
- Signed documentation granting access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School** shall be submitted to the **Sponsor** within thirty (30) days of the signing of this Contract.
- Prompt response to all appropriate requests for information from **Sponsor**, Department of Education or other government agencies;
- Timely submittal of all required and requested data into the **Sponsor** document management system.
- Mandatory attendance at all **Sponsor** training sessions.

- Maintenance of daily attendance sheets, signed and verified by the teacher(s) and Chief Administrative Officer of the **School**.
- Maintenance of high school drop-out recovery status if applicable.
- Adherence to all deadlines established by **Sponsor**.
- Annual budget approval before the close of **School** year and submittal of annual budget to **Sponsor**.
- Submittal of all **Governing Authority/School** policies and maintenance of up-dated policies in a readily accessible format.
- Have available for review all **School** enrollment data including, but not limited to, attendance records, withdrawals and EMIS reporting.
- Clear communications with **Sponsor** and prompt response to issues raised by **Sponsor**.
- Verification of the number of enrolled students not receiving special education and related services pursuant to an Individual Education Program (IEP).
- Verification of the number of enrolled students receiving special education and/or related services pursuant to an IEP.
- Have available **School's** base formula amount as specified in the **School's** financial plan (budget) for the school year.
- Have available School district of residence that each student is entitled to attend under R.C. 3313.64 and/or 3313.65.
- Number of student suspensions and expulsions.
- All material events, changes, omissions or occurrences which may require reporting by the **Sponsor** to the Department of Education and the **Governing Authority's** position, cure, or plan of action.
- Updated asset/inventory list.
- All items required to be reported in this Contract.

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

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

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

Authority. Sponsor encourages the Committee to conduct financial oversight and monitoring.

- 2.17 **Progress Reports.** The **Governing Authority** shall submit, within four months after the close of each school year, to the **Sponsor** and to parents of all students enrolled in the **School**, a report of its activities and progress in meeting its academic goals, performance standards, and its financial status. The financial status report shall be in the form prescribed by the Auditor of State. The **Governing Authority** must annually evaluate the performance of the Chief Administrative Officer and of the Fiscal Officer and provide **Sponsor** with the methodology used for such performance evaluations.
- 2.18 **Annual Budget.** The **Governing Authority** shall adopt an annual budget by October 1 of each year.
- 2.19 **Governing Authority Performance Evaluation.** **Sponsor** shall evaluate the performance of the **Governing Authority** in reaching specific governing and operational goals under its Annual Performance Report and Renewal Evaluation Rubric.

ARTICLE III **COMPLIANCE WITH LAWS**

3.1 Compliance with Ohio Laws.

- a. To the extent required by R.C. 3314.03, the **School** shall comply with the following sections of the Revised Code as if it were a school district: Sections 9.90 [purchase or procurement of insurance], 9.91 [insurance, annuities], 109.65 [missing children, fingerprinting], 121.22 [open meetings], 149.43 [public records], 2151.357 [sealed records], 2151.421 [child abuse reporting], 2313.19 [employees' jury duty], 3301.0710 [Ohio graduation tests], 3301.0711 [administration and grading of tests], 3301.0712 [college and work ready assessments], 3301.0715 [achievement and diagnostic testing], 3301.0729 [time spent on assessments], 3301.948 [restriction against providing student names/addresses to multi-state consortium offering summative assessments], 3313.472 [parent/foster caregiver involvement policy], 3313.50 [student hearing and vision records], 3313.539 [concussion and head injuries], 3313.5310 [information and training for sudden cardiac arrest], 3313.608 [third grade reading guarantee, intervention and remediation], 3313.609 [grade promotion and retention policy], 3313.618 [extra-curricular requirements], 3313.6012 [academic intervention], 3313.6013 [dual enrollment programs], 3313.6014 [notice of core curriculum requirements], 3313.6015 [college and career readiness, financial literacy], 3313.6020 [career advising policy, at-risk student identification and success plans], 3313.6024 [reporting prevention-focused

programs], 3313.6025 [instruction on interactions with peace officers], 3313.6410 [withdrawal of computer-based student], 3313.6411 [school report card provided to parent upon enrollment], 3313.643 [eye protective devices], 3313.648 [prohibition of incentive payment to enroll], 3313.66 [suspension, expulsion, removal, exclusion], 3313.661 [discipline policy], 3313.662 [permanent exclusion], 3313.666 [policy prohibiting harassment, intimidation, bullying], 3313.667 [bullying prevention initiatives], 3313.668 [removal from school based on absences], 3313.669 [threat assessment], 3313.6610 [registration with tip line], 3313.67 [immunization of pupils], 3313.671 [immunizations], 3313.672 [new student school records, custody orders, birth certificate], 3313.673 [k-1 health and other screening], 3313.69 [hearing and vision screening], 3313.71 [health screening, tuberculosis], 3313.716 [asthma inhalers], 3313.718 [epinephrine auto-injection], 3313.719 [policy protecting students with food allergies], 3313.7112 [diabetes], 3313.721 [health care for students], 3313.80 [display of flag], 3313.801 [display of mottos], 3313.814 [food sold on school premises], 3313.816 [sale of a la carte items], 3313.817 [requirements for sale of food and beverages], 3313.818 [breakfast programs], 3313.86 [policies and procedures to ensure safety], 3313.89 [online education and career planning tools], 3313.96 [missing children], 3319.073 [child abuse prevention training], 3319.321 [confidentiality of student information], 3319.077 [professional development regarding dyslexia], 3319.078 [teacher certification multi-sensory], 3319.39 [criminal records check], 3319.41 [corporal punishment], 3319.46 [behavior supports, restraints, and seclusion], 3320.01 [student liberties religious act], 3320.02 [student liberties religious act], 3320.03 [student liberties religious act], 3321.01 [admission to kindergarten, first grade], 3321.041 [out-of-state enrichment and extracurricular activities], 3321.13 [duties of teacher or superintendent upon withdrawal or habitual absence], 3321.14 [attendance officer], 3321.141 [notification of unexcused absences], 3321.17 [attendance officer powers], 3321.18 [enforcement proceedings], 3321.19 [examination of cases of truancy], 3321.191 [habitual absence, truancy], 3323.251 [dyslexia screening], 3327.10 [qualifications of drivers], 4111.17 [wage discrimination], 4113.52 [whistleblower protection], 5502.262 [school emergency management plan], and 5705.391 [spending plan].

- b. To the extent required by R.C. 3314.03, the **School** shall comply with the following Chapters of the Revised Code as if it were a school district: Chapters 117 [fiscal audits], 1347 [privacy], 2744 [tort liability], 3365 [post-secondary enrollment], 3742 [lead abatement], 4112 [civil rights], 4123 [workers' compensation], 4141 [unemployment compensation], and 4167 [occupational safety].
- c. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. 3301.0714 [EMIS guidelines] in the manner specified in R.C. 3314.17.

- d. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. Chapter 102 [public officers – ethics] and R.C. 2921.42 [soliciting or accepting improper compensation].
 - e. To the extent required by R.C. 3314.03, unless it is an e-school, the **School** shall comply with R.C. 3313.801 [display of mottos] as if it were a school district.
 - f. To the extent required by R.C. 3314.03, unless it is an e-school or a school in which a majority of the enrolled students are children with disabilities, the **School** shall comply with R.C. 3313.6021 [instruction in resuscitation] and R.C. 3313.6023 [CPR and AED training].
 - g. If the **School** operates a preschool program licensed under R.C. 3301.52 and 3301.59, the **School** shall comply with R.C. 3301.50 - 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the State Board under R.C. 3301.53.
 - h. The **School** shall comply with all other laws or rules that are or become applicable to Ohio community schools.
- 3.2 **Number of Students.** The **School** will provide learning opportunities to a minimum of twenty-five (25) students; and for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades 9-12 and/or serve ages 15-21. The **School** contracted to serve grades 9-12, and intends to add the additional grades over time until all contracted grades are served. *(if applicable)* The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff), or 125 students, whichever is less. An increase in the number of students may not occur without the prior written consent of the **Sponsor**.
- 3.3 **Continuing Operation.** The **School** shall continue operations by teaching the minimum number of students permitted by this Contract. Failure to continue operation without interruption is grounds for termination of this Contract. Only upon written notification and approval by the **Sponsor** can the **School** calendar be materially changed. A material change shall be defined as any change of five (5) or more consecutive days.
- 3.4 **Compliance With Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not compliant with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

ARTICLE IV
OPERATIONS

4.1 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. The **School** shall comply with admission standards of R.C. 3314.06 and, if applicable, R.C. 3314.061.

4.2 **Admission Policies and Procedures.** The **School** must provide for review and approval by **Sponsor** of its admission policies and procedures. These admission policies and procedures shall be followed and may not be changed without prior written consent of the **Sponsor**.

- a. The **School** is open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or R.C. 3313.65.
- b. The **Governing Authority** adopts the following policy regarding open-enrollment, to be effective on the earliest date allowed by law:

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

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

4.3 **Enrollment/Attendance Policy.** The **School** must adopt an enrollment/attendance policy requiring a student’s parent/guardian to notify the **School** of changes in the parent’s or the student’s residence. The enrollment/attendance policy must include an address verification procedure for students. At a minimum, the admission procedure at all times must include the following:

- a. Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of students with disabilities. Any student needing special education services, including psychological, speech and language therapy, occupational therapy, or physical therapy, shall receive those services from a qualified service provider.
- 4.4 **Notice Upon Enrollment.** Upon enrollment, the **Governing Authority** must distribute to the student's parent the statement required pursuant to R.C. 3314.041, and the **School's** most recent report card.
- 4.5 **School for Autistic Students.** If admission is limited to providing simultaneous special education and related services to a specified number of students identified as autistic, and regular education to a specified number of non-disabled students, the target ratio of the number of autistic students to non-disabled students in the **School's** population shall be NA; the total number of autistic students to be enrolled shall be NA; the total number of non-handicapped students to be enrolled shall be NA.
- 4.6 **Public Inspection of Policies.** The **School's** enrollment/attendance, and participation policies must be available for public inspection, posted on the **School's** website, and provided to the **Sponsor** upon request.
- 4.7 **Lottery.** If the number of applicants meeting admission criteria exceeds the capacity of the **School's** programs, classes, grade levels or facilities, students may be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students. The lottery will be conducted by the **Sponsor**.
- 4.8 **Automatic Withdrawal.** The **School** must provide for review by **Sponsor** of its Enrollment/Attendance Policies and Procedures for automatic withdrawal if a student without legitimate excuse misses seventy-two (72) consecutive hours of learning opportunities. The Policies shall provide for withdrawing the student by the end of the 30th day after the student has failed to participate.
- 4.9 **Community Racial and Ethnic Balance.** The **School** shall develop ways to achieve a balanced enrollment reflective of the community it serves. The **School** shall not restrict its marketing or recruiting efforts to any particular racial or ethnic group. The **Governing Authority** shall annually assess and compare the **School's** racial and ethnic demographic data with the community it serves and determine whether the **School's** racial and ethnic balancing plan requires modification. Any modifications to the plan shall be provided to the **Sponsor** for review.
- 4.10 **Tuition.** Tuition in any form shall not be charged for the enrollment of any student. Reasonable activity or class fees, as allowed by law, are permitted. The **School** and/or parents may engage in voluntary fund-raising activities.

4.11 **Student Transportation.** The **School** shall develop a plan for transportation of students. The **Governing Authority** will work to assure that transportation of students is provided in accordance with all provisions of local, state and federal laws, rules and regulations.

4.12 **Payment to Sponsor.**

a. In consideration for monitoring, oversight, and technical assistance to **School** and pursuant to the R.C. 3314.03(C), the **Governing Authority** agrees to pay **Sponsor** three percent (3%) of the total amount of payments for operating expenses that the **School** receives from the State. Such payment may be an automatic withdrawal.

b. If the **School** is required to repay funds received from the State of Ohio due to an FTE Final Adjustment, the **Sponsor** shall repay the **Governing Authority** the percentage of the oversight fee related to the FTE adjustment as determined by the FTE Final Adjustment audit so long as the adjustment is not related to the fraud or negligence of the **School**. The **Sponsor** shall have the option of completing repayment (a) within ten (10) business days from written demand from the **School** or (b) in monthly installments for up to the entire term of the **School's** then current sponsorship contract.

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

4.14 **Operator Agreements.**

a. The **School** may enter into an agreement with an Operator. As used in this Contract, the term Operator is consistent with the definition in R.C. 3314.02(A)(8) which, as of the execution of this Contract, means either (a) an individual or organization that manages the daily operations of the **School** pursuant to a contract between the Operator and the **Governing Authority**; or (b) a nonprofit organization that provides programmatic oversight and support to the **School** under a contract with the **Governing Authority** and that retains the right to terminate its affiliation with the **School** if the **School** fails to meet its quality standards. Any Operator Contract must be provided to Sponsor in **ATTACHMENT 6**.

b. All Operator information must be maintained and updated in OEDS-R and a copy of the agreement between the **School** and Operator must be submitted within Epicenter.

- c. If the **Governing Authority** proposes (a) to enter into an Operator Agreement after execution of this Contract, (b) to change operators or have its Operator Agreement assigned during the Term of this Contract, or (c) to remove the Operator and operate the **School** without an Operator, the **Governing Authority** shall notify the **Sponsor** and submit all information necessary to propose a Modification to this Contract. **Sponsor** will evaluate Operator on its Management Company Rubric. **Sponsor's** approval of an Operator requires a passing grade on the Rubric. If Operator does not receive a passing grade, **Sponsor** may request additional information to evaluate. Approval is at **Sponsor's** discretion.
- d. Each executed Operator Agreement or any assignment, amendment, modification, or renewal thereof must be provided to the **Sponsor** within ten (10) days of execution. The **Sponsor's** receipt does not constitute the **Sponsor's** approval and is not binding upon the **Sponsor**. The Operator Agreement must at all times comply with this Contract and State and Federal law.
- e. Each Operator Agreement must meet the following requirements:
1. Afford **School** adequate resources to pay professional fees to resolve controversies between the Operator and the **Governing Authority**.
 2. Include criteria for early termination and require notification procedures and a timeline for early termination or nonrenewal, in accordance with R.C. 3314.032(A).
 3. Stipulate which entity owns **School** facilities and property, including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the **Governing Authority** or Operator, in accordance with R.C. 3314.032 and 3314.0210.
 4. Stipulate that when an Operator purchases furniture, computers, software, equipment, or other personal property for use in the operation of the **School** with State funds that were paid to the Operator by the **School** as payment for services, such property belongs to the **School**, and not to the Operator.
 5. All loans by Operator to the **School**, including facilities' loans or cash flow assistance, must be accounted for in the **School's** annual budget, documented, and bear interest at a fair market rate in accordance with R.C. 3314.03(A)(30).

6. Require that if the Operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, the Operator must provide a detailed accounting of the nature and costs of the services it provides to the **School**, in accordance with R.C. 3314.024(A).
 7. Require that if the **School** closes and ceases operation, any property acquired by the Operator with State funds shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.
- f. If the **Governing Authority** does not engage an operator, the **Sponsor** may require the **Governing Authority** to interview, select, and engage an operator if the **Sponsor** determines, at its sole discretion, that an operator is necessary due to the **Governing Authority's** failure to carry out its duties and the failure to engage an operator is likely to cause immediate or irreparable harm to the **School** and/or its students.

4.15 **Compliance with Health and Safety Standards.** All facilities used by the **School** shall meet all health and safety standards established by law for school buildings. Facilities will be maintained in clean, healthy manner in accordance with all local, state and federal laws and regulations. Copies of all current permits, inspections and/or certificates shall be filed at the **School** and be available for inspection by **Sponsor**, with copies provided to **Sponsor** upon request. **School** recognizes the authority of public health and safety officials to inspect facilities of the **School** and to order facilities to close upon a finding that the facilities are not in compliance with health and safety laws and regulations. The **School** shall certify all **Sponsor** assurances required by law, rule or regulation to be sent to the Department of Education, or after any walkthrough or site visit.

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

4.16 **Technology Plan.** The **School** must have a state-approved technology plan within sixty (60) days of execution of this Contract and complete the filing procedures for E-tech Ohio or any successor thereof. All technology plans must be updated and submitted as required by law, rule or regulation.

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

4.18 **Access to Records.**

- a. The **Governing Authority, School, and Sponsor** agree that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act (“FERPA”), and its regulations, the **Sponsor** is an authorized representative of a State educational authority and the **School** is permitted to disclose to the **Sponsor** personally identifiable information from education records of students without parent consent (or student consent where applicable) and that the **Sponsor** is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. The **School** agrees to grant **Sponsor** Complete Access to “education records” as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its Operator that is reportable to the Department of Education or the Ohio Auditor of State. Such information shall include, but is not limited to, ODDEX and EMIS. Complete Access includes the ability to inspect and copy paper and electronic records at the **School** and to review applicable records when necessary.
 - b. The **Sponsor** agrees to comply with FERPA and its regulations and to use reasonable methods to limit **Sponsor** employee access. As required by law, **Sponsor** will destroy educational records when no longer needed.
 - c. **Sponsor** is responsible for any liability or adverse consequence(s) to the **School** resulting from an accidental or other deletion, release, or alteration of information or data systems as a result of such access if caused solely and directly by **Sponsor**.
 - d. **School** agrees to provide the **Sponsor** access to Testing Information Distribution Engine (“TIDE”) norm-referenced testing portal, Educational-Value Added Assessment System (“EVAAS”) data, and other **School** data necessary for **Sponsor** to fulfill its obligations.
- 4.19 **STEM School.** The **Governing Authority** shall indicate whether it is planning to seek designation for the **School** as a STEM School equivalent under R.C. 3326.032.
- 4.20 **Suspension and Expulsion Policies.** Prior to its opening, the **School** must adopt policies regarding suspension, expulsion, removal and permanent exclusion of a student that specify, among other things, the types of misconduct for which a student may be suspended, expelled or removed and the due process rights of the student. The **School’s** policies and practices must comply with the requirements of R.C. 3313.66, 3313.661, and 3313.662. The policies must specify the date and manner by which a student or the parent/guardian may notify the **Governing Authority** of the intent to appeal an expulsion or

suspension. A copy of the policies shall be posted in a central location in the **School** and made available to students and parents/guardians upon request.

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

- 4.21 **Commitment to Remain Open for School Year.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of **School** operation must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **Governing Authority** fails to continue operations until the end of the school year or is otherwise suspended or terminated. **Sponsor** may suspend the operations or terminate the Contract as otherwise indicated by law.
- 4.22 **High School Diplomas.** At least thirty (30) days before graduation, the **School** shall send to the **Sponsor** a list of graduates and proof of their meeting the Ohio Graduation Test, or other legally acceptable combination of requirements for graduation. The **School** shall comply with the requirements of the Ohio core curriculum and/or allowable waivers thereof. The **School** shall comply with R.C. 3313.61 and 3313.611, except that by completing the curriculum adopted by the **Governing Authority** the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Ohio Revised Code. For students who enter ninth grade for the first time on or after July 1, 2010, the requirements in R.C. 3313.61 and 3313.611 may be met by completing the Ohio core curriculum prescribed in R.C. 3313.603(C) unless the person qualifies under R.C. 3313.6043(D) or (F). The **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency pursuant to R.C. 3313.604(J) and any other changes to graduation requirements.
- 4.23 **Compliance with Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

ARTICLE V

Mission, Educational Plan/Program and Performance Plan

- 5.1 **Educational Plan/Program.** The **School** has control over and bears responsibility for delivery of the Educational Program, including its Mission, and

for attaining the Performance Standards set forth in the **School's** Educational Plan/Program, the **School's** Performance Plan, the **Sponsor's** assessment and accountability requirements, State proficiency and achievement testing and any other standards required by law or the **Sponsor**.

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

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

The Educational Plan/Program shall describe the learning opportunities to be offered and shall comply with the criteria for student participation in R.C. 3314.08(H)(2). Learning opportunities may be classroom-based and non-classroom-based, and may include supervised instructional and educational activities, and any blended instruction delivery, as defined in the **School's** Educational Plan/Program. The Educational Plan must detail any preschool, computer-based, or approved 22+ Adult High School diploma programs. The Educational Plan/Program is attached at **ATTACHMENT 2**.

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

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

- 5.3 **Sponsor Performance Rating.** **Sponsor** will rate each **School** on a 4-point rubric scale in each of the following categories: (1) Academic Performance, (2) Educational Factors, and (3) Site Visit Compliance. The three scores will be averaged and the resulting score is the **School's** Yearly Average performance

score (YA). The YA score for two of three consecutive years must be a minimum of 2.50 to remain in good standing. If the YA score falls below 2.50, the **School** will be placed on Probation. If the **School** receives a second YA score below 2.50 within the following 2-year period, the **School** is subject to termination. **Sponsor** retains the right to grant exceptions in certain circumstances, including change of leadership, adoption of new curriculum, or implementation of new behavior management program.

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

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

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

The **School's** performance plan must include applicable report card measures as part of the performance measurement. The **School** Performance Plan shall meet the performance standards, assessment and accountability plan required by **Sponsor** as set out in Community School Goals, Targets and Performance Plan, attached as part of **ATTACHMENT 3**.

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

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

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

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

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

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

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

ARTICLE VI **REPORTING AND RECORDS**

6.1 **Annual Report.**

- a. The **Governing Authority** shall create an annual report that indicates the **School's** financial status, a report on all activities and progress in meeting the goals and standards of this Contract, and a statement from the

Sponsor regarding the performance of the **School**. The **School** must submit a draft of the report to the **Sponsor** for review within three (3) months after close of the prior School Year and the **School** must submit the final report to the **Sponsor** and parents no later than four (4) months after close of the prior School Year.

- b. To the extent R.C. 3314.023 requires the **Sponsor** to complete an annual evaluation of the **School**, the **Governing Authority** agrees to make the annual evaluation received from the **Sponsor** available to each parent by November 30th of each School Year.

6.2 **Additional Reporting.**

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

- 6.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall be allowed access for such site visits or other impromptu visits, as **Sponsor** deems advisable or necessary. **Sponsor** considers its Site Visit Reports in determining whether to renew a Contract.

ARTICLE VII **STAFFING**

- 7.1 **Contracts.** The **Governing Authority** may contract with administrators, teaching and non-teaching employees necessary to carry out its Mission and fulfill its duties under this Contract. The **Governing Authority** may enter into

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

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

7.3 **Employment of Teachers.**

- a. A minimum of one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by **School**.
- b. Full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified or licensed in accordance with R.C. 3319.22 - 3319.31 and shall only teach in their licensed subject areas and grade levels, excluding long-term substitute teacher assignments, unless Ohio law provides otherwise. The **School** may also hire non-certificated persons to teach no more than twelve (12) hours per week or, if the individual is teaching an industry-recognized credential program at a dropout recovery school pursuant to R.C. 3319.301, forty (40) hours per week.
- c. Upon employment, **School** shall forward teacher qualifications including, but not limited to, the grade level and content area and the teacher's licensure or certification, to **Sponsor**, as well as credentials and background checks for all staff of **School**.
- d. Each classroom teacher initially hired by the **School** on or after July 1, 2013, and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.
- e. The ratio of students to full-time equivalent classroom teacher shall be no more than $\frac{25}{1}$ to 1. The **School** shall provide evidence of maintaining the ratio within ten (10) business days of a request from the **Sponsor**. The **School** may also hire non-teaching employees as required. The **School** shall employ at least one staff member with administrative

licensure within thirty (30) months of signing this Contract or request an extension.

- f. Each person employed as a nurse, teacher, counselor, psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, alcohol and substance abuse, and the promotion of positive youth development within two (2) years of beginning employment and every five (5) years thereafter.

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

7.5 **Performance Pay.** If the **School** receives funds 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, **School** shall pay teachers based upon performance in accordance with R.C. 3317.141 and will comply with R.C. 3319.111 as if it were a school district. **School** must have a valid process, similar to OTES and OPES, for evaluating teachers and principals/superintendents that includes goal setting and review of student performance data throughout the school year. Any person performing evaluations must be credentialed by the Department of Education and the performance rubric must be aligned to the OTES rubric. A **Governing Authority** member or designee and/or regional manager of an Operator must undergo appropriate training/credentialing by the Department of Education if responsible for evaluating the principal/superintendent.

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

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

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

ARTICLE VIII **FINANCES**

8.1 **Financial Records.** The **School’s** financial records shall be maintained in the same manner as the financial records of school districts, pursuant to rules

adopted by the Auditor of State and in the manner presented in R.C. 117. The **School** shall meet the requirements and follow the procedures for program and financial audits established by the Auditor of State and the Department of Education. The **Governing Authority** shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2), and any other enhanced standards required by the **Sponsor**.

8.2 **Fiscal Officer.** The **School** shall have a designated fiscal officer with a Treasurer license. A copy of the Fiscal Officer's License is attached as part of **ATTACHMENT 4**. The **Governing Authority** must submit to the **Sponsor** its selection for Fiscal Officer and the **Sponsor** must approve the appointment.

School Rep Initials _____ _____ AFF _____	ERCO Rep Initials _____ _____ _____	<p>The School agrees that its fiscal officer shall be (pick, initial and sign only one):</p> <p>1. The School's Fiscal Officer _____; or</p> <p>2. Its Operator _____, through the Operator's Treasurer _____;</p> <p>3. A qualified service provider named <u>Christopher D. Massa (Massa Financial Solutions LLC)</u> (credentials and training to be provided to the Sponsor.)</p>
--	---	--

8.3 **Fiscal Bond.** The Fiscal Officer shall execute a bond in an amount and with surety to be approved by **Sponsor**, payable to the State of Ohio, conditioned on the faithful performance of all official duties required of **School** Fiscal Officer. The bond shall be deposited with the **Governing Authority**, copies thereof, certified by the **Governing Authority**, shall be filed with the **Sponsor** and county auditor in which the **School** is located.

8.4 **Fiscal Services Agreement.** The **School** must provide to the **Sponsor** a copy of any fiscal services agreement between **Governing Authority** and a third-party. The fiscal services agreement must require the Fiscal Officer to assist in all audits and to perform all duties required by R.C. 3314.023 or other applicable law relating to the **School's** closure and final or special audit services. The Fiscal Services Agreement must state that the Fiscal Officer is primarily

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

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

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

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

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

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

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

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

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

ARTICLE IX **INSURANCE / INDEMNIFICATION**

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

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

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

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

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

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

ARTICLE X
SPONSOR OBLIGATIONS,
CONTRACT AUTHORIZATION, PERFORMANCE MONITORING,

TERMINATION AND NON-RENEWAL

- 10.1 **Contract Authorization.** Before executing this Contract, **Governing Authority** must pass a resolution authorizing execution of this Contract and authorizing a member of **Governing Authority** to execute this Contract for and on behalf of the **Governing Authority** with full authority to bind **Governing Authority**. The **School** shall provide a copy of resolution to **Sponsor**.
- 10.2 **Performance Monitoring.** **Sponsor** reserves the right during the term of the Contract to require **Governing Authority** to do any or all of the following as part of a Corrective Action Plan:
- Place School Chief Administrator on an Improvement Plan and monitor progress at each **Governing Authority** meeting.
 - Replace School Chief Administrator.
 - Hire School improvement coaches and monitor the academic improvement plan at each **Governing Authority** meeting.
 - Require **School** to implement additional academic supports and monitor the progress of students at each **Governing Authority** meeting.
- 10.3 **Expiration of Contract.** This Contract shall expire on its own terms and will cease to remain in force unless renewed by the Parties pursuant to the standards and process described in this Contract.
- 10.4 **Obligations.** The **Sponsor** shall provide oversight, monitoring and technical assistance to the **Governing Authority** and the **School** as follows:
- a. Monitor **School's** compliance with all laws applicable to **School** and with the terms of the Contract and provide technical assistance to **School** in complying with applicable law and this Contract. **Sponsor** is not the **School's** legal counsel, and **School** shall consult its own legal counsel for legal advice.
 - b. Monitor and evaluate the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis. Such monitoring and evaluation shall be based on the performance standards specified in this Contract, including Attachments thereto, all applicable State report card measures, and any other analysis conducted by the Department of Education.
 - c. Report annually to the Department of Education and to parents the results of its evaluation conducted pursuant to R.C. 3314.03(D)(2).
 - d. Monitor the financial and enrollment records of **School** by meeting with the Fiscal Officer at least once per month and, within ten (10) days of each

meeting, issue a written report regarding the review to the **Governing Authority** and the Fiscal Officer.

- e. Offer additional workshops and activities, as determined by the **Sponsor**, specifically designed to benefit **School**.
- f. Take steps to intervene in **School's** operation to correct problems with **School's** overall performance, pursuant to R.C. 3314.023(E).
- g. Declare **School** on probationary status pursuant to R.C. 3314.073.
- h. Suspend operation of **School** pursuant to R.C. 3314.072.
- i. Terminate the Contract pursuant to R.C. 3314.07, if determined necessary by **Sponsor**.
- j. Require a corrective action plan from **School** to cure any issues or violations.
- k. Ensure appropriate fiscal controls and develop a plan of action in the event that the **School** experiences financial difficulties or closes before the end of the School Year. The **Governing Authority** consents to the authority of **Sponsor** to carry out its obligations if needed, under Department of Education closing guidance. The **Governing Authority** agrees that it will not abandon its own statutory duties for closure.
- l. Submit opening assurances for the **School** to the Department of Education no less than ten (10) business days prior to the opening of the **School's** first year of operation or if **School** changes its facility location or adds a facility. If **School** is not an internet or computer-based school under R.C. 3314.19, opening assurances are not required.
- m. Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to schools it authorizes, as required by R.C. 3314.025.
- n. Adhere to and comply with **Sponsor's** Contract with the Department of Education to operate as a **Sponsor**.
- o. Assist **Governing Authority** with technical assistance, training, and/or services from other entities as may be reasonably necessary, when requested.

10.5 **Probation and Suspension.**

- a. Probation. After consulting with **Governing Authority**, **Sponsor** may declare in written notice to **Governing Authority** that **School** is in

probationary status. The notice shall specify the conditions that warrant probationary status. Probationary status shall not extend beyond the current school year. The **Sponsor** may declare the **School** to be in probationary status only if it has received reasonable assurances from the **Governing Authority**, to its satisfaction, that the **Governing Authority** can and will take the necessary actions to remedy the conditions that warranted such probationary status as specified by **Sponsor**.

b. Intent to Suspend/Suspension. Pursuant to R.C. 3314.072, the **Sponsor** may suspend operations of the **School** for any of the following reasons:

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

c. Process.

1. **Sponsor** shall send a written notice of intent to suspend explaining the reasons and providing the **Governing Authority** with five (5) business days from receipt of notice to submit a proposed remedy.
2. **Sponsor** shall promptly review the proposed remedy.
3. If **Sponsor** disapproves of the proposed remedy or if the **Governing Authority** fails to submit a proposed remedy or fails to implement the remedy, the **Sponsor** may issue a Notice of Suspension.
4. The **School** again has an opportunity to submit a proposed remedy within five (5) business days of receipt of notice.
5. If the **School** fails to submit a proposed remedy to the satisfaction of the **Sponsor**, the **Sponsor**, the **Sponsor** may deem the **School** to be in suspension. The **School** must cease operations on the next business day, and immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefor.
6. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.

7. If the **Sponsor** suspends the Contract, the Contract becomes void if the **Governing Authority** does not provide a proposal to remedy the conditions, satisfactory to **Sponsor**, by the 30th day of September of the following School Year.

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

- a. This Contract expires on the date provided in the Contract. The **Sponsor** and **School** may enter a Renewal Contract pursuant to R.C. 3314.03(E) unless the Contract is terminated or not renewed.
- b. **Sponsor** may choose not to renew a Contract at its expiration or may choose to terminate a Contract prior to its expiration for any of the following reasons:
 1. Failure to meet student performance requirements as stated in Contract.
 2. Failure to meet generally accepted standards of fiscal management.
 3. Violation of any provisions of the Contract, or applicable state or federal law.
 4. Other good cause.
- c. Upon fourteen (14) days' notice, **Sponsor** may choose to terminate the Contract prior to its expiration if **Sponsor** has suspended the operations of the **School**.
- d. Upon termination or non-renewal, the **School** may file a written notice requesting an informal hearing, which shall be held within fourteen (14) days of receipt of notice. If the **School** does not request an informal hearing, the Contract is terminated effective as of the date that **Sponsor** notified the **School** of its decision to terminate.
- e. Within fourteen (14) days after the informal hearing, the **Sponsor** will issue a final decision. If the **Sponsor** affirms its decision to terminate the Contract, the effective date of termination is the date of **Sponsor's** decision.
- f. Upon termination of its contract, the **School** shall close permanently at the end of the current school year or on a date specified in the notice of termination. A **School** whose contract is terminated shall not enter into a contract with any other sponsor.

10.7 **Closure.** The **School** shall comply with the closing procedures of **Sponsor**, the Department of Education, and all other required procedures at the pertinent time. The **Governing Authority** acknowledges the obligations of the **Sponsor** in Department of Education's closing guidance and consents to the authority of the **Sponsor** to carry out those obligations, if necessary. The **Governing Authority** agrees to complete its own statutory duties for closure. The **Governing Authority** acknowledges it is solely responsible for the sale, lease or other distribution of the facilities and agrees to maintain the facility until such time as it is sold or leased to another entity. The **School** must comply with all closing procedures, including those set forth in **ATTACHMENT 5**.

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

- a. Adherence to R.C. 3314.074(A) and (B) must be respected to the fullest extent possible.
- b. After paying or adequately providing for the payment of all known obligations of the **School**, the **Governing Authority** shall distribute the remainder of the assets as follows:
 1. Assets held upon condition requiring return, transfer, or conveyance which condition shall have occurred by reason of the dissolution or otherwise, shall be returned, transferred or conveyed in accordance with such requirements.
 2. In the case of a public benefit corporation:
 - i. Assets held by it in trust for specified purposes shall be applied so far as feasible and in accordance with the terms of the trust.
 - ii. Remaining assets shall be distributed to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.
 - iii. In the event and to the extent that, in the judgment of the Directors, it is not feasible to apply the assets provided in the above clauses (1) and (2), the assets shall be applied as

may be directed by the Court of Common Pleas and the County and this State in which the **School** is located.

10.9 **Renewal Process.**

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

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

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

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

10.12 **Non-Renewal.**

- a. By January 15 of the year in which the Contract expires, the **Sponsor** shall notify the **Governing Authority** in writing of whether the **Sponsor** intends to renew or non-renew.
- b. If the **Sponsor** intends to non-renew this Contract, the notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School** may, within fourteen (14) days of receiving the notice, request in writing an informal hearing before the **Sponsor** in accordance with the **Sponsor's** protocol for non-renewal.
- c. The informal hearing shall be held within fourteen (14) days of receipt of request and no later than fourteen (14) days after the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate or non-renew the Contract.

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

ARTICLE XI
MISCELLANEOUS

- 11.1 **Dispute Resolution.** In the event of a dispute between **Sponsor** and **Governing Authority** regarding any term of this Contract or any community school issue, the Parties shall each designate a person to resolve the dispute. In the event that the dispute cannot be resolved by the Parties, the matter shall be submitted to the Superintendent of the **Sponsor** or his/her designee for resolution. The decision by the **Sponsor** or Superintendent or designee is final and binding. Any appeal of the decision of the Superintendent or designee shall be to the Hamilton County Court of Common Pleas as if it were an appeal from a decision of an arbitrator. The parties expressly agree to venue in Hamilton County, Ohio.
- 11.2 **Term.** This Contract shall be for a term of 3 year(s) commencing on July 1, 2021 and ending on June 30, 2024 unless renewed or a change in its sponsorship agreement with the Department of Education.
- 11.3 **Severability.** Should any term, clause or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.4 **Headings.** Headings are for the convenience of the Parties. Headings have no substantive meaning.
- 11.5 **Notices.** All notices required or permitted by this Contract shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented to the following persons and addresses:

If to Sponsor:

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

With a copy to:

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

If to the Governing Authority or School to:

School North Columbus Drop Back In, dba Road to Success Academy
Board Chairman: Anthony Forte
1634 Minnesota Avenue Columbus, OH 43211

With a copy to:

Legal Counsel Sean A. McCarter
1086 North 4th Street, Suite 105
Columbus, OH 43201

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

Sponsor regularly updates its performance framework to support higher achievement and to ensure stronger compliance. **Sponsor** and its legal counsel

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

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

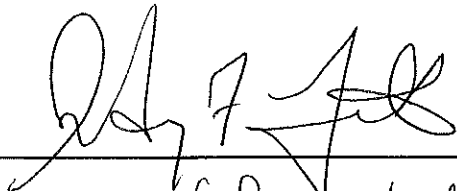
**The Educational Resource
Consultants of Ohio**

By: J. Leonard Harding

Title: Executive Director

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

School Governing Authority

By: 
Title: Board President

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

Attachment 1

- A. School Governing Authority Board of Directors Contact Info: Names, Addresses, Telephone Numbers, Emails, Resumes
- B. Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent and Employer Identification Number
- C. Code of Regulations
- D. Administrative and Governance Plan
- E. Conflict of Interest/Related Party Policy
- F. Related Party Disclosure Form
- G. School Calendar
- H. IRS Determination Letter
- I. Self-Evaluation of Operations and Governance Goals/Measurements
- J. Calendar of School Board Meetings

North Columbus Drop Back In, dba Road to Success Academy - 2021-2022

Board Members Management: FusionEd

Sponsor: ERCO

Name	Title	Business Phone	Cell Phone	E-mail Address	Work Address	City/State/Zip
Anthony Forte	Chairman	614-280-6098	614-348-7042	afforte@aol.com	200 North High St., 7th Floor	Columbus, OH 43215
Kimberly Gibson	Vice Chairwoman	614-344-0414 (ext. 104)	614-937-1448	Gibsongreengirl@gmail.com	1697 Westbelt Dr.	Columbus, OH 43228
Desmond Bryant	Treasurer	614-370-9887	330-328-9531	statesman44@gmail.com	999 Country Line Rd., W	Westerville, OH 43082
Jon Lauden	Board Member	740-833-8860	585-278- 0779	jonathan.lauden@gmail.com	975 Pittsburgh Dr.	Delaware, OH 43015
Ray Hutson	Board Member	614-232-7414	614-597-4933	Raymond.Hutson@ey.com	800 Yard St. Suite 200	Grandview Heights, OH 43212
Aryn Bates	Secretary	614-453-9369	614-570-0326	abates@oh-ins.com	1600 W Lane Ave. Suite 200	Columbus, OH 43221

Anthony Forte

CPD Representative at U.S. Dept of HUD

Experience

CPD Representative at U.S. Dept of HUD

Vice President (former) at Mid Ohio Development Exchange

2004 - 2007 (3 years)

Director, Community & Economic Development Dept. at Franklin County Board of Commissioners

March 2000 - July 2007 (7 years 5 months)

Alumnus at African American Leadership Academy

2005 - 2005

Education

Ohio University

BA, Poli Sci & Public Admin, 1983 - 1989

Activities and Societies: OU Marching 110, Student Leadership, Rhomeo Club, Track team, Student Senate member, Board of Judiciaries

African-American Leadership Academy

Leadership Development

International Economic Development Council

Professional Certification, Economic Developer Certification

National Development Council

Professional Certificate, Economic Development & Housing Development Finance Professional

U.S. Dept of HUD

Professional Certification, HOME Regulations & Administration Specialist

Anthony Forte

CPD Representative at U.S. Dept of HUD



[Contact Anthony on LinkedIn](#)

KIMBERLY A. GIBSON

1758 Franklin Avenue ■ Columbus, OH 43205 ■ 614 – 937-1448 (M)
■ gibsongreengirl@gmail.com

PROFILE

Accomplished, high energy, forward-thinking **Manufacturing Policy** leader with more than 20 years of growing responsibilities and notable successes in facilitating progress and growth in rapidly changing geopolitical landscapes. Proven ability to bring together disparate groups and interests within industry and all levels of government regarding issues related to energy, technology innovation, economic development, Workforce development and education, transportation, land use, and environmental quality. Thought leader.

AREAS OF EXPERTISE

- | | | |
|--------------------------------|----------------------|----------------------------|
| ■ Project & Program Management | ■ Budget Development | ■ Advocacy |
| ■ Strategic Planning | ■ Fundraising | ■ Consensus Building |
| ■ Workforce Development | ■ Proposal Writing | ■ Media & Public Relations |
| ■ Cross-Team Management | ■ Policy Analysis | ■ Communications |

CAREER PROGRESSION

EDISON WELDING INSTITUTE [EWI], Columbus, OH

2009 - Present

[EWI's mission is to advance our customers' manufacturing competitiveness through innovation in joining and allied technologies]

Communications Manager – American Lightweight Materials Manufacturing Innovation Institute.

Serve as manager of corporate and strategic communications for ALMMII, an industry led consortia of 176 members and partners from industry, academia and government established by the U.S. Dept. of Defense to advance lightweight metal technologies for the defense and transportation sectors as part of the National Network of Manufacturing Innovation.

- As part of the successful proposal team that won the \$80 million federal award to establish ALMMII, direct and manage all aspects of communications for the startup institute.
- Managed an entire rebranding of the consortia from LM3I to LIFT (Lightweight Innovations for Tomorrow) including website (lift.technology), logo, all marketing collateral, video and print.
- Created and led design and organization of Ribbon Cutting event for LIFT within 28 business days. Event featured national speakers, politicians, consortia partners and technical displays from academic and industry partners on lightweighting technologies, launch of the new brand and website and hosted over 300 persons.

Director – Workforce Technology & Community Partnerships. Serve as Director establishing workforce and education programming for EWI technologies.

- Created workforce, education and economic development partnerships in six states and with universities, community colleges, workforce intermediaries, national organizations and trade associations with a focus of manufacturing, welding and materials.
- Team Lead for workforce education and community outreach for large government proposals providing content and raising several million dollars in cost match from public and private sources to achieve proposal goals.
- Educate state and federal elected and appointed officials on various trends and important policy concepts in support of manufacturing including providing testimony and writing white papers.
- Authored Clinton Global Initiative Commitment for EWI to train 25,000 welders by 2025 using patented RealWeld Trainer technology and to digitally badge 5,000 welders using Mozilla platform.

Director – Advanced Energy Manufacturing Center. Served as Director launching new business unit focused on commercializing technologies that promote manufacturing competitiveness in the advanced energy space.

- Managed \$2.5 million budget including commercialization activities and supply chain assistance.
- Launched and led EWI Advanced Energy Manufacturing Center whose mission is to increase U.S. independence, security and competitiveness by reducing energy consumption, cost and waste in manufacturing

[SEE PAGE 2]

- systems and products, to transition manufacturing systems and support the development of self-reliant systems for energy production and consumption. Energy practice revenue at \$2 million (renewable technologies)
- Coached startup energy firms and ARPA-E awardees on manufacturability issues (low rate initial production, materials selection, scale up) and assist with public financing opportunities.
- Funded final stage of commercialization for patented non-contact vision technology for welder training.
- Business Development lead for US Departments of Energy, Commerce and Labor. Worked closely with internal partners to develop proposals for the Dept. of Defense focusing on addressing technology innovation and workforce development and education in manufacturing (additive, forming and light-weighting)
- Directed \$1.5 million state of Ohio funded Edison program to assist small manufacturers with technology insertion and scale up in several sectors (energy, automotive, aerospace, consumer industrial products)
- Launch Executive (on loan from EWI) to co-found and establish Ohio Advanced Energy Economy, a statewide member-based advocacy network for advanced energy companies. With local and national partners (AEE), secured approx. \$1 million for successful launch from charitable sources. www.advancedenergyohio.org.

OHIO AIR QUALITY DEVELOPMENT AUTHORITY [OAQDA], Columbus, OH *2008 - 2009*
[Office of the Governor's Energy Advisor]

Assistant to Governor's Energy Advisor. Served as top advisor to Governor's Energy Advisor and Director of the Ohio Coal Development Office and Executive Director of the OAQDA on issues related to advanced energy, energy technology innovation and deployment, economic development and sustainability. Manage consultant contracts, loan negotiations and deal flow associated with stimulus programs.

- Designed and manage \$150 million Advanced Energy Job Stimulus Program for the state of Ohio including launch of the state's first online application process with branding across state agencies. Program goals include creating jobs that transform Ohio's economy by commercializing late stage energy technologies.
- Conducted public and industry outreach to inform program design and generate applications.
- Represent Energy Advisor on conference panels and before state boards and commissions as needed.
- Manage requests for federal ARRA funds from the USDOE Loan Guarantee Program and the Nuclear Decontamination & Decommissioning program.
- Coordinate state of Ohio response to climate change legislation for the Midwest Governor's Association Greenhouse Gas Accord and the National Governor's Association Carbon Capture & Sequestration Work Group.
- Collaborate across agencies to implement internal and external policy goals related to energy technology innovation and deployment and energy efficiency measures for industry and state and local government.

OHIO DEPARTMENT OF DEVELOPMENT [ODOD], Columbus, OH *2007 - 2008*
[ODOD, Working with communities and businesses, the Department of Development promotes economic opportunities to improve the profits and prosperity of Ohio's citizens.]

Special Assistant for Energy, Transportation & Regional Collaboration. Served as top advisor to Lt. Governor and Director of the Ohio Department of Development on issues related to energy, transportation and local government collaboration. Crafted policies and guided research and strategic activities of ODOD in cooperation with the Governor's office. Prepared testimony, briefings and policy papers and worked closely with legislative team, Governor's office and key agencies (ODOT, PUCO, ODA, OEPA) to coordinate strategy, legislation and address needs of the General Assembly.

- Represented Lt. Governor on multiple Boards and Commissions including: the Ohio Power Siting Board, Technical Advisory Committee (Coal Development Office), Energy Strategy Team (compliance with EO#2), Ohio Turnpike Commission and the Ohio Rail Development Commission among others.
- Served as spokesperson on issues related to energy, transportation, and local gov't collaboration.
- Spearheaded ODOD strategic planning effort on Energy, Green Incentives and Regional Collaboration.
- Coordinated supply chain initiatives for all areas of advanced energy to connect industry with Ohio-based businesses, identify training and equipment gaps, transportation needs and secure funding and financing for advanced energy projects to create a market in Ohio.
- Researched and analyzed data forming the basis for energy efficiency portions of Governor Strickland's Energy, Jobs and Progress Plan (2007).
- Designed and managed two new programs mandated by General Assembly – Diesel Emissions Reduction Program utilizes ODOT federal transportation dollars to improve air quality; Regional Collaboration Grant Fund utilizes Local Government Funds to craft new service delivery models.

MID-OHIO REGIONAL PLANNING COMMISSION [MORPC], Columbus, OH *2002 - 2007*
[MORPC, a voluntary association, assists 40 local governments in planning, programming, and brokerage services related to housing, transportation, land use, zoning, environmental, and technology issues.]

Regional Growth Strategy Program Manager. Managed all aspects of seven county growth strategy, a regional visioning effort designed to promote multi-jurisdictional decisionmaking using data on growth trends and their impact on land use, infrastructure and tax base across central Ohio. Provided analysis on issues related to land use, growth, transportation, air quality, energy deregulation, and economic development. Managed small staff, multiple consultants, and a budget approaching \$1 million. Also served as chief spokesperson on public policy matters; regularly giving presentations at statewide and Midwest regional conferences and meetings; and providing radio, television and print media interviews on a variety of issues. on a consistent basis. Conceptualized and provided content for several websites.

- Helped raise over \$750K from public/private sources and manage 70+ member steering committee.
- Created urban policy issue training materials for local public officials to use in educating key decision makers.

THE BROOKINGS INSTITUTION, Washington, DC 2001 – 2002
[The Brookings Institution has over 250 scholars and research assistants devoted to providing the highest quality research, policy recommendations, and analysis on the full range of public policy issues.]

Communications Analyst. Managed strategic communications for the Center on Urban & Metropolitan Policy including media relations, monitoring, and op-ed placement. Advised Director on communications options, messaged and edited publications, and wrote press releases for wide array of public policy products and books. Edited and placed opinion editorials appearing in *The New York Times*, *The Los Angeles Times*, *The Christian Science Monitor* and *The Philadelphia Enquirer*. Created national media and dissemination strategies and built relationships with constituencies to inform local policy conversations.

MID-OHIO REGIONAL PLANNING COMMISSION [MORPC], Columbus, OH 1998 - 2001

Senior Government Affairs Coordinator. Represented multiple local government interests before the Ohio General Assembly, Congress, and Executive Branch decision makers with primary expertise in transportation, land use, electric restructuring, economic development, telecommunications, and environmental issues. Built several successful statewide coalitions to achieve agency policy objectives. Assisted with agency strategic planning efforts.

- Helped draft and advocate for changes to Ohio's electric restructuring law that provided for low- income energy consumers and allowed communities to aggregate power for residents. Secured amendments and earmarks to multiple state and federal budgets through effective lobbying techniques.
- Created statewide consortium of Ohio's older suburbs. Designed statewide campaign to raise awareness of challenges facing aging communities and to lobby for changes to state policies.
- Created statewide coalition of chambers of commerce, regional councils, and governments to draft transportation funding bill in Ohio.
- Co-authored the "Highway Cost of Growth Study" outlining population growth in Columbus region, its impact upon infrastructure investment, and identified strategies to alleviate growth pressures through year 2020.
- Partnered with several local governments and regional agencies to submit \$1 million grant to U.S. EPA for Air Quality programs in the region.

OHIO DENTAL ASSOCIATION, Columbus, OH 1997 – 1998

Manager – Legal & Legislative Services. Coordinated fundraising efforts for the Ohio Dental Political Action Committee and released PAC donations based on association's policy objectives. Researched and prepared legislative briefs, conducted advocacy training, and initiated member contact with legislators utilizing the national award-winning AdvanceOHIO grassroots program. Completed and analyzed reports for filing with Federal Elections Commission and Ohio Secretary of State.

- Achieved top 5% ranking among over 700 PACs operating at Ohio Statehouse.

OHIO HOUSE OF REPRESENTATIVES, Columbus, OH 1995 - 1997

Legislative Aide - The Honorable Ann Womer Benjamin. Managed office including speech writing, scheduling, constituent work, and legislative initiatives. Conducted multiple research projects, facilitated negotiations, and drafted amendments for legislation. Responsible for all correspondence and media relations for the Chair of the Ohio House Criminal Justice Committee. Managed all aspects of successful county-wide state representative race garnering 62% of popular vote and raising over \$80,000 in campaign funds from individuals.

CITY OF OXFORD, Oxford, OH 1992 - 1994

Planning and Management Aide. Audited activities of city's newly formed Housing and Building Department. Worked with Planning Director to construct land use histories of 3,500 historic properties and identify zoning and building code violations resulting in declaratory judgment against 150 property owners for zoning violations. Successfully lobbied Oxford Council for housing reforms including frequent inspections and hiring of staff.

EDUCATION

B.S. American Studies, Miami University, Oxford, OH, 1994

Activities

The Greater Columbus Chamber of Commerce Government Affairs Steering Committee
 Magic Johnson Bridgescape Drop Out Recovery Academies Columbus, Ohio – 2010 – Present
 Member – Technology Review Advisory Board, College of Engineering, The Ohio State University (2012)
 Advisory Board – Advanced Energy Economy Ohio (2011)
 Board Member – Ohio Fuel Cell Coalition(2009-2014)
 Adjunct Lecturer, Austin E. Knowlton School of Architecture - The Ohio State University- 2003-2009
 Volunteer – Tumbling and Cheerleading Coach, Salesian Boys and Girls Club East Franklinton
 The New Metropolis: A Crack in The Pavement, *featured in a documentary airing on PBS stations nationwide*

Award

Business First – 20 People to Know in Manufacturing” - 2014
 Business First - Forty Under 40 Honoree – 2006
 Planner of the Year 2005 – Ohio Planning Conference, Central Ohio Section

Professional Memberships

Ohio Environmental Council; Ohio Historical Society; Franklin Park Conservatory; Columbus Metropolitan Club;
 Columbus Museum of Art; Columbus Idea Foundry

Publications

“Regional Energy Action Plan for Columbus, Ohio,” with MORPC and National Association of Regional Councils
 (NARC), Summer 2013
 “Ohio Energy Scenarios for Competitiveness and Economic Growth: A Perspective on Challenges and
 Opportunities: 2011-2021,” Spring 2011 with NARC
 “MORPC Regional Connections: Regional Fact Book,” Collaboration, Fall 2004.
 “Regional Compacts, Non-Compete Agreements and Codes of Conduct,” with A. Overbeck, August 2004.
 "Transportation Funding: An Ohio Primer," and "Fueling Sprawl, Ohio Style," Gubernatorial Policy Brief, 4/1998.
 "Electric Deregulation: A Question of Quality," August 1998, *Horizons Newsletter*, Volume 3.
 "Highway Cost of Growth Study," MORPC, Columbus, Ohio, November 1999.

Publications Expert Peer Reviewed:

“One-Fifth of America: A Comprehensive Guide to America’s First Suburbs” by Rob Puentes and David Warren.
 Published by Brookings Institution Metropolitan Policy Program, February 2006

Amici Brief filed on Behalf of the Ohio First Suburbs Consortium - City of Norwood v. Joseph P. Horney and Carl E.
 Gamble Jr. No. 05-1210,05-1211 (Ohio n.d.) [use of eminent domain for economic development]

"Slanted Pavement: How Ohio's Highway Spending Shortchanges Cities & Suburbs" Brookings Institution
 Metropolitan Policy Program, Ned Hill, March 2003

“Valuing America's First Suburbs: A Policy Agenda for Older Suburbs in the Midwest” by Rob Puentes Myron
 Orfield, Published by Brookings Institution Metropolitan Policy Program, April 2002

Ohio's First Suburbs: Rethinking Investment Strategies for a More Competitive Ohio by Todd Kleismit, 2002

“American Metropolitics: The New Suburban Reality,” Myron Orfield, Brookings Press 2002

“Ohio Metropatterns: A Regional Agenda for Community and Stability,” Myron Orfield and Thomas Luce,
 December 2002

Desmond A. Bryant M.Ed

3306 Woodmore Hollow Dr., Canal Winchester, OH, 43110 · Ph: (330)328-9531 ·
desmond.bryant1914@gmail.com

SUMMARY

I am a seasoned professional experienced in handling high-profile policy issues with sensitive political characteristics. Possess excellent organizational and writing skills with a proven ability to work with elected officials, legislative staff, and professional trade associations. I'm recognized in having the ability to coordinate internal and external stakeholders in building consensus on contentious policy issues. Effective and sound working knowledge of legislative process and well versed in public speaking with a demonstrated ability to work in fast-paced environments.

CORE LEADERSHIP COMPETENCIES

Government Affairs/Public Policy	Grassroots Advocacy/Key Contact Programs
Lobbying/Negotiating Skills	Legislative Expertise/Congressional Affairs
Innovative Problem Solver/Trouble-shooter	State Government Advocacy
Issues Management/Project Coordination	Able to work effectively "both sides of the aisle"

EDUCATION

Bachelor of Arts: Kent State University

Major Sequence: Political Science and History (American)

Master's Degree: University of Dayton, K-12 Educational Policy and Administration (M.Ed.)

EXPERIENCE

Council of Dev. Finance Agencies, Legislative & Federal Affairs Officer, Oct. 2015 – PRESENT

- Manage the Council's legislative and grassroots advocacy efforts and communicate with CDFA members and affiliates about the Council's advocacy efforts daily;
- Organize Capitol Hill Days with CDFA members to advocate for pressing development finance industry matters to members of Congress;
- Participate in research projects on development finance tools and creating policy papers or supplemental materials for use in CDFA's legislative campaigns;
- Sustain visibility and effectiveness of our trade association with members of Congress, Congressional staff, and regulatory and administrative agencies;
- Develop and distribute CDFA's Legislative Front newsletter and serve as the lead staff liaison for the CDFA Legislative Committee.

Ohio Senate, Senior Legislative Aide, January 2015 – October 2015

- Served as the Member's principal liaison charged with providing insight and direction on the development of policy positions and legislative initiatives, monitoring legislative activity on the Senate floor, and managing long and short term legislative planning for the member;
- Developed and implement social media communications and public relations strategies for the member; this includes overseeing the creation and distribution of the member's newsletters and questionnaires, generating ideas for press, mass mailings, newsletters, press releases, and editorials on issues of interest, and providing background and insight on media inquiries for the member and on their behalf. Maintaining open communication and collaboration with lobbyist and special interest groups is also a primary responsibility I must uphold in this position;
- Tracked legislation and briefed the Member for floor & committee work, work in the district, and outside Senate-related activities; this includes overseeing the progression of bills, recommending strategies and tactics on bills and developing the office's legislative agenda and priorities.
- Provided financial analysis and input for legislative committee(s) assigned. This included reviewing and monitoring the budgets of Ohio's Capital and Biennial Budget, and responsible for tracking actual and projected state agency spending and revenues, state agency contractual spending, and capital project planning, implementation, and costs.

Ohio House of Representatives, Senior Legislative Aide, January 2014 – December 2014

- Planned and created legislative initiatives and monitored legislative developments within committees and on the House floor, drafted amendments and acted as the liaison with committee and agency staffs;
- Tracked legislation and other developments and briefed the Member for floor work, committee work, work in the district, and outside House-related activities and attended committee meetings and met with, lobbyist, special interest groups, and constituents with interests in such meetings;
- Wrote floor speeches and editorials for news outlets and social media, and responded to constituent correspondences for the Member.
- Provided financial analysis and input for legislative committee(s) assigned. This included reviewing and monitoring the budgets of Ohio’s Capital and Biennial Budget, and responsible for tracking actual and projected state agency spending and revenues, state agency contractual spending, and capital project planning, implementation, and costs.

Additional Professional Experience:

Ohio Department of Job and Family Services, Supervisor

Dept. Job and Family Services, Legislative Liaison (OCSEA)/Unemployment Specialist

Office of the Governor, (OH) Legislative Assistant, Washington D.C Office

Office of the Governor, (OH) Assistant Project Manager

Magic Johnson Bridgescape Academies, School Board Member

Groups/Organizations

Washington Program for National Issues

Columbus Program for Intergovernmental Issues

Congresswoman Joyce Beatty Campaign

Governor Ted Strickland Campaign

Political Support Team (OCSEA)

ODJFS Social Media Coordinator

Judge Steven Dingus Campaign

Workforce Solution Management Committee

Knowledge Base Committee (Microsoft: SharePoint)

Cuernavaca, Mexico Study Abroad

JON LAUDEN

(585) 278-0779 • jonathan.lauden@gmail.com • Columbus, OH

QUALIFICATIONS

- Thorough understanding of engines and vehicles gained through the restoration of older cars and motorcycles.
- Accustomed to automotive engineering that meets such standards as TS16949 and ISO 9001.
- Advanced education in kinematics, scientific computing/coding, particle filtration, and ePTFE membranes.
- 3.5 years' experience managing automotive product development from concept realization to first articles to release.

EXPERIENCE

DONALDSON COMPANY

Minneapolis, MN

Project Engineer

10/2013 – 3/2017

- Designed breather vents while drawing on company portfolio of membrane and filtration technologies.
- Involved in development of project management system that led to TS16949 certification.
- Inventor on 1 patent application and co-author of 3 internal records of invention.
- Researched prior art and competitors IP to assess possible patent filing opportunities.
- Designed and executed validation tests, including one in which a truck axle was operated at -40F.
- Delivered quotes, prototypes, product specifications, and test results to internal and external customers as needed.
- Consulted with and provided project updates to legal, quality, manufacturing, and management teams.
- Provided technical details of company products in face-to-face customer meetings and trade shows.
- Maintained all engineering documentation as needed, including BOMs, DFMs, DFMEAs, and test reports.

LYNDE MOTORSPORTS

Brattleboro, Vermont

Intern

Summer 2005

- Shadowed motorcycle mechanics to learn basic principles of engine maintenance and repair.
- Acquired a seized 1970 Honda CB400 from a field and restored to running (though rusted) condition.

EDUCATION

- GD&T Certified
- SAE powertrain coursework

UNIVERSITY OF DAYTON

Dayton, OH

M.S. Mechanical Engineering

May 2013

- GPA: 3.6 / 4.0
- Thesis: "Experimental Engine Characterization for Spring Design of Novel Automotive Starter"
- Kinematic focus
- Supplemented by 9 undergraduate M.E. courses

UNIVERSITY OF ROCHESTER

Rochester, NY

B.A. Psychology, Minor in Economics

May 2009

PUBLICATIONS

- **Axle Vent Assembly:** Co-inventor and project lead for an oleophobic breather vent for light to medium duty truck axles. The invention combined several of Donaldson's technological strengths and beat its competitor's product in each key performance metric. Methods included injection molding, die cutting, thermal welding, automated assembly, custom test equipment, aerosol generation, particle detection, and data analysis. Oversaw comprehensive validation testing. Patent application WO 2016123354 A1. 2014 – 2017.
- **Master's Thesis:** Performed viability study on a conceptual spring-powered engine starting system developed with funding from GM. A motorcycle starter was tested to determine goals for output power. Calculations were then performed to select a potentially suitable spring that fit within packaging constraints. Involved spring and mechanism design, data collection and processing, electric motor testing, and IC engine modeling.

RAYMOND DEVONNE HUTSON
11157 Keswick Dr NW, Pickerington, OH 43147
Raymond.Hutson@ey.com (614) 597 - 4933

EDUCATION

Bowling Green State University, Bowling Green, OH
Masters of Accountancy, specializing in Auditing and Information Systems
Graduated: May 2013

Bachelor of Science in Business Administration, specializing in Accounting and Finance
Graduated: May 2012

EMPLOYMENT

Ernst & Young LLP, Columbus, OH July 2013 – present
Manager, Technology Risk Advisory Services

- Coordinated and managed teams through execution of information technology general control (ITGC), application control and IT dependent manual control attestation procedures, for U.S. registrants subject to Section 404 of the Sarbanes-Oxley Act of 2002
- Executed extensive ITGC, business process control, pre and post implementation reviews and data analytics procedures for large ERP platforms
- Developed and executed risk mitigation procedures in response to various information technology general control deficiencies, enabling the reliance upon applicable systems
- Coordinated and managed teams through successful remediation of significant deficiencies within client IT control environments
- Communicated key audit finding and audit impact to variety of stakeholders, including IT management, business management, C-suite executives, internal audit and external audit.
- Managed and executed third party reporting services (e.g., SSAE No. 18, Agreed Upon Procedures, Attestation Reports) for services organizations to foster trust with customers
- Managed internal audit co-sourcing engagements, including ongoing attestation procedures, controls rationalization and ERP implementation assessments
- Advised client information technology risk management stakeholders on efficient strategies and delivered through leadership materials regarding relevant compliance and digital topics.
- Managed development of third party risk management (TPRM) program
- Collaborate with clients to implement innovative technology including RPA, data analytics and drones.

Bowling Green State University, Bowling Green, OH August 2012 – May 2013
Graduate Assistant

Certification

- Certified Information Systems Auditor
- Certified U.S. Commercial Drone Pilot

ARYN BATES

SKILLS & ABILITIES

Extensive client facing sales and customer service experience.

Excels at relationship and rapport building, and always going the extra mile for the client.

Enjoys event planning, fundraising, volunteering and community focused

Microsoft Word, Excel, Mac and PC capable

EXPERIENCE

PERSONAL INSURANCE SPECIALIST, OVERMYER HALL ASSOCIATES

March 2016- Present

- Growth of Personal Lines book by \$92,000 in Agency revenue to date
- Acquisition of new clients by networking with referral sources, cross-selling to the commercial departments' clients, with a primary focus in the affluent market
- Providing prospective clients with a comprehensive insurance review
- Has built a strong network of Financial Planner centers of influence and works closely with them and their clients
- Teaches Continuing Education for planners with their Certified Financial Planner (CFP) designation, on Personal Insurance
- Attended 4 separate High Net Worth Producer schools
- Currently working to obtain a Certified Personal Risk Insurance Advisor designation
- Helps to maintain agency relationships with Insurance carriers
- Coordinates with team members on new ideas for growth of department, department education and process improvement

INSURANCE SALES AGENT, AMERICAN COMMERCE INSURANCE, A MAPFRE CO.

March 2012-March 2016

- Sale of Personal Lines auto, home, umbrella and life insurance
- Strong focus on service and developing related customer relationships
- Responsible for all service, billing and claims questions and tasks for \$.5M book
- Exceeded sales goals year over year
- Assisted management in the acquisition and training of new agent hires
- Coordinated, planned and attended at least 4 events per year as a representative of the company with the focus of growing the book of business and increasing brand awareness

HOSTESS/SERVER/BARTENDER, Z CUCINO DI SPIRITO

June 2011-March 2013

- Warmly welcomed all guests into the restaurant
- Ensured all guests received excellent service and strived to go above and beyond to exceed guests' needs
- Worked with management to place wine and liquor orders and maintain relationship with distributors
- Assisted in the training of new staff hires
- Helped plan and execute special events

INSIDE SALES REP, TROPICAL NUT AND FRUIT

August 2010-March 2012

- Received and processed all customer orders in a timely fashion
- Called on current clients to inform them of new products and make recommendations
- Resolved customer issues
- Packed and shipped samples to prospective customers
- Made outgoing sales calls
- Managed customer information in company database
- Managed company retail store, grew the business and represented the company at multiple trade shows and events

EDUCATION

THE OHIO STATE UNIVERSITY—BACHELOR OF ANIMAL SCIENCES

2004-2009

THE OHIO STATE UNIVERSITY—STUDENT INTERNSHIPS

Summer 2005 Equine Facility Internship

Summer 2006 Veterinary Research Assistant to Dr. Steven Reed

Summer 2007 Veterinary Small Animal Billing/ Equine Hospital

UPPER ARLINGTON HIGH SCHOOL

2000-2004

ORGANIZATIONS AND LEADERSHIP

FINANCIAL PLANNING ASSOCIATION OF COLUMBUS

Board Member, Secretary March 2017- Present

UPPER ARLINGTON CIVIC ASSOCIATION

Director, Corporate Sponsorship Chair January 2018- Present

RESCUEDohio

Foster and Events Volunteer for local dog rescue March 2016- Present

NORTHWEST KIWANIS

Vice President of Board 2014-2015

Board Member/Assistant Secretary 2013-2014

Youth Scholarship Committee 2013-2016

Youth Soccer League Coordinator 2012-2016

UPPER ARLINGTON CHAMBER/TRI-VILLAGE CHAMBER OF COMMERCE

Ambassador 2013-2016

Member 2012- Present

Various committee participation and event planning

CENTRAL OHIO BUSINESS BUILDERS

Secretary/ Treasurer June 2012-Present

Main recruiter for referral based networking group

Planned and coordinated Summer and Holiday parties every year

Group has referred over \$1M in closed business to date



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/15/2021	202107403248	TRADE NAME RENEWAL (RNR)	25.00				0

Receipt

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

**SEAN MCCARTER
88 NORTH FIFTH ST
COLUMBUS, OH, 43215**

**S T A T E O F O H I O
C E R T I F I C A T E**

**Ohio Secretary of State, Frank LaRose
3903873**

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

ROAD TO SUCCESS ACADEMY

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

Document(s)

TRADE NAME RENEWAL

Document No(s):

202107403248

Effective Date: 03/15/2021



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 15th day of March, A.D. 2021.

Ohio Secretary of State

CERTIFICATION OF RESOLUTION

STATUTORY AGENT UPDATE AND LEGAL NOTICE CHANGE

ROAD TO SUCCESS ACADEMY

(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of North Columbus Drop Back Inc, dba Road To Success Academy, (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the Road To Success Academy Board of Directors approves the Statutory Agent Update attached as Exhibit A, and authorizes Sean McCarter to be appointed Statutory Agent. Sean McCarter is also directed to take all actions necessary to file the Statutory Agent Update with the Ohio Secretary of State and to advance the filing fee of \$25.00. The attachment hereto is incorporated herein as if restated in its entirety. Sean McCarter is also authorized to provide notice of update of legal counsel notice for the School's lease, management agreement, sponsor agreement and any other agreement that contains a notice provision previously listing prior legal counsel.

APPROVAL AND ADOPTION OF RESOLUTION

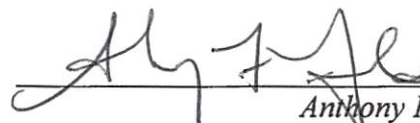
Motion to approve and adopt the Assignment Agreement (without / with)

amendments, made by Kimberly Gibson

seconded by Desmond Bryant.

Board Member Name/Initials	AYE	NAY	OTHER (not present, abstain, etc.)
Desmond Bryant	<u>DB</u>		
Kim Gibson	<u>KG</u>		
Ashley Ingram	<u>AI</u>		
Jon Lauden	<u>JL</u>		
Anthony Forte, Chairman	<u>AF</u>		

As adopted on this 16 day of August, 2018.



Anthony Forte, Chairman
Road to Success Academy

EXHIBIT A



Filing Form Cover Letter

Please return the approval certificate to:

Name *(Individual or Business Name)*:

Sean McCarter

To the Attention of *(if necessary)*:

Address: 88 North 5th St.

City: Columbus

State: Ohio ZIP Code: 43215

Phone Number: 6143952919 E-mail Address: sean@smccarterlaw.com

Check here if you would like to receive important notices via e-mail from the Ohio Secretary of State's office regarding Business Services.

Check here if you would like to be signed up for our Filing Notification System for the business entity being created or updated by filing this form. This is a free service provided to notify you via e-mail when any document is filed on your business record.

Please make checks or money orders payable to: "Ohio Secretary of State"

Type of Service Being Requested: (PLEASE CHECK ONE BOX BELOW)

Regular Service: Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.

Expedite Service 1: By including an Expedite fee of \$100.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.

Expedite Service 2: By including an Expedite fee of \$200.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.

Expedite Service 3: By including an Expedite fee of \$300.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.

Preclearance Filing: A filing form, to be submitted at a later date for processing, may be submitted to be examined for the purpose of advising as to the acceptability of the proposed filing for a fee of \$50.00. The Preclearance will be complete within 1-2 business days.



Mail this form to one of the following:
Regular Filing (non expedite)
P.O. Box 788
Columbus, OH 43216
Expedite Filing (Two business day processing time. Requires an additional \$100.00.)
P.O. Box 1390
Columbus, OH 43216

Statutory Agent Update
Filing Fee: \$25
Form Must Be Typed

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

- Corp (165-AGS)
- LP (165-AGS)
- LLC (171-LSA)
- Business Trust (171-LSA)
- Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

- Corp (145-AGA)
- LP (145-AGA)
- LLC (144-LAD)
- Business Trust (144-LAD)
- Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

- Corp (155-AGR)
- LP (155-AGR)
- LLC (153-LAG)
- Partnership (153-LAG)
- Business Trust (153-LAG)
- Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

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

Name and Address of New Agent

Name of Agent

Mailing Address

City

State

ZIP Code

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

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
Name of Agent

statutory agent for , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:

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

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

New Address of Agent
Mailing Address

City

State

ZIP Code

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

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

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

Mailing Address

City

State

Zip Code

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

Required

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

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

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

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **27-1967501**

Legal Name: **NORTH COLUMBUS DROP BACK IN**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

Continue >>

Help Topics

[? Can the EIN be used before the confirmation letter is received?](#)

**Bylaws/Code of Regulations
of
North Columbus Drop Back In**

**Article I
General**

Section 1. NAME

The name of this Ohio nonprofit corporation shall be North Columbus Drop Back In (hereinafter the "Corporation/Center/School").

Section 2. OPERATION, OBJECTIVES, AND GUIDING PRINCIPLES

Subject to all of the terms and conditions set forth in these Bylaws, the Corporation is organized, and will be operated, exclusively for charitable, educational, and scientific purposes within the meaning of §§501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax code (the "Code"), as follows:

- a. To form, maintain and provide a school exclusively for educational, literary, scientific, and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove.
- b. In addition, the Corporation may engage in other charitable and educational activities described in §§501(c)(3) and 170(c)(2) of the Code.
- c. In carrying out its charitable, educational, and scientific purposes, the Corporation shall have all of the powers that may be conferred upon nonprofit corporations formed under the laws of the State of Ohio to carry out such purposes.

In carrying out its charitable, educational, and scientific purposes, the Corporation shall have authority to receive and maintain real and tangible or intangible personal property and shall use and apply all or any part of such property and/or the income therefore exclusively for charitable, educational, and scientific purposes within the meaning of §§501(c)(3) and 170(c)(2) of the Code.

An individual's decision to drop out of school has a profound impact on not only their quality of life but also their communities and the rest of society. Indeed, research demonstrates that over the course of a school year, an individual without a high school diploma, on average, earns

approximately \$10,000 per year less than a high school graduate. Over the course of a lifetime, this differential translates to decreased earnings of approximately \$260,000 for the high school drop out.

Mission

It is the Center's **mission** to provide the 'opportunity for success' to, and motivate and instruct, these students who fail to learn in traditional school settings and have decided to drop out of the school system. Included in this population are students described as generally disruptive with chronic behavioral issues, students who have been suspended or expelled, and students with special needs. It will advocate student achievement in school and in life via individualized learning that ensures every student meets all expected performance standards, graduates, and is able to compete on a global scale.

Philosophy Statement

At the heart of our mission is the simple **philosophy** that all students can learn. This learning may occur in different ways, on different days, and through different means, but it is our responsibility to diagnose students and provide them with an educational experience that addresses those differences and their needs.

Vision

It is our **vision** to create a safe, orderly and academically challenging environment that provides differentiated instruction to students based on their needs and learning style, and prepares them adequately for life after they receive their diploma. This means that students who receive a diploma from the Center will be prepared either to enter college, or will receive the necessary business and industry credentials and experience to get a job or apprenticeship upon graduation. In addition to these goals, the Center will also strive to achieve the following goals:

1. Help students whose educational, economic, social and cultural futures seem most tenuous, achieve academic success;
2. Actively involve students in the learning process;
3. Empower students to connect daily content to real-life applications; and
4. Develop language arts and literacy skills in all students.

To ensure that each student's academic program meets their individual needs, the Center will assess each student's learning style and grade placement as he/she enters school based on both competency tests and the student's existing academic information. The Center will then deliver the curriculum in a manner that accommodates diverse learning styles, utilizing instructional practices that complement behavior plans that are carefully implemented to ensure a productive environment. In addition to assessing the student's individual needs, we will also ensure that students receive optimum personal attention from teachers, counselors, and school directors.

Our Center will provide learning opportunities for students in direct, individual and group instructional settings utilizing high quality curriculum and resources, including online learning labs. Moreover, students receive optimum personal attention, and are provided access to a wide range of high quality resources. As such, all requirements of students' Individualized Educational Plans (IEPs) will be met, and bilingual staff will work with Limited English Proficient (LEP) students and families.

Section 3. LOCATION

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

Section 4. PROPERTY

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

Section 5. FISCAL YEAR

The fiscal year shall begin on July 1 and end on June 30 of each year.

Section 6. AUDIT

The fiscal records of the Corporation shall be prepared each year by independent Certified Public Accountants and the report thereof made available to the Executive Director, the Board of Directors, and such other persons as may be necessary or appropriate. The level of the report shall be at least a review by the Certified Public Accountants, and the Board shall determine on an annual basis whether or not audited financial statements are appropriate.

Article II **Membership**

The Corporation has no members. The rights which would otherwise vest in the members vest in the Board of Directors (the "Board") of the Corporation. Actions which would otherwise require approval by a majority of all members or approval by members require only approval of a majority of all Directors.

Article III **Directors**

Section 1. NUMBER

The corporation shall have at least five directors but not more than nine, as set forth below, plus non-voting ex officio Directors, if any. Collectively they shall be known as the Board. Upon the action of the Board, these Bylaws may be amended to alter the size or composition of the Board of Directors.

Section 2. POWERS

Except when the law provides, the Articles or these Bylaws otherwise provided, all of the Corporation's authority shall be vested in and exercised by the Board. To the extent permitted by law, any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

Section 3. DUTIES

It shall be the duty of the directors to:

- a. Perform any and all duties imposed on them collectively or individually by law, by the articles of incorporation, or by these bylaws;
- b. Meet at such times and places as required by these bylaws;
- c. Register their postal addresses and email with the secretary of the corporation, and notices of meetings mailed or emailed to them at such addresses shall be valid notices thereof.

Section 4. ELECTIONS AND TERMS OF OFFICE

- a. The Interim Directors of the Corporation shall be:

Anthony Forte
Che' Mathews
Scott Pullins
Amber D. Walters
Eric Weldele

The Interim Directors shall serve until a Board of Directors is elected.

- b. The Board may elect any person who, in its discretion, it believes will serve the interests of the Corporation faithfully and effectively.
- c. Two of the initial five directors elected shall hold office for a period of three years, two shall hold office for a period of two years, and one or two for a period of one year. Thereafter each director shall hold office for a period of up to three years and until his or her successor is elected and qualifies. Each director's term of office shall be specified at the time of election. The term of no more than 40% of the directors shall expire in the same year.
- d. Any Director may, by written notice to the Board of Directors, resign at any time.
- e. Any Director may be removed by a majority vote of all of the remaining members of the Board of Directors without cause at any time.

Section 5. EX OFFICIO DIRECTORS

The Board of Directors may appoint one or more ex officio members of the Board of Directors. The individual holding the office of Executive Director of the Corporation shall be an ex officio member of the Board. Ex officio members of the Board of Directors shall be entitled to a notice to be present in person, to present matters for consideration and to take part in consideration of any business by the Board of Directors at any meeting of the Board of Directors, shall not be counted for purposes of a quorum and shall have no voting rights for purposes of authorizing any act or transaction of business by the Board of Directors. Except for the individual holding the office of Executive Director of the Corporation (who shall serve so long as he or she is the Executive Director), the term of an ex officio Director shall be for such time as the Board of Directors shall designate.

Section 6. COMPENSATION

A Director may be reimbursed, as authorized and approved by the remaining Directors, for expenses incurred in furtherance of the purposes of the corporation. Any payments to Directors shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these Bylaws.

Section 7. ANNUAL AND REGULAR MEETINGS

Annual Meetings of the Board of Directors shall be held each year during the first quarter of each fiscal year at a time and place, within or without the State of Ohio, designated by the Directors, Regular Meetings of the Board of Directors may be held at such other times and places as may be fixed by the Directors, however, the Board of Directors will meet at INorth quarterly upon the call of the Chair, or nay two other Directors.

Section 8. SPECIAL MEETINGS

Special Meetings of the Board of Directors may be held at any time upon the written call of the Chair or at the written request of a majority of the Directors entitled to vote on matters presented to the Board of Directors.

Section 9. NOTICE OF MEETINGS

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at INorth five (5) days prior to such meeting and shall set forth the reasons therefore. Notice of any Special Meeting may be made other than by written notice when circumstances dictate.

Whenever any notice of a meeting is required to be given to any director of this corporation under provisions of the articles of incorporation, these bylaws, or the law of this state, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

Section 10. WAIVER OF NOTICE

Notice of any meeting of the Board may be waived in writing, either before or after the holding of such meeting, by any Board of Director, which writing shall be filed with or entered upon records of the meeting. The attendance of any Board of Director at any meeting of the Board without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver of notice of such meeting.

Section 11. ACTION WITHOUT A MEETING AUTHORIZED

The Board may authorize actions by means of a writing or writings signed by all of the Directors, without a meeting.

Section 12. QUORUM FOR MEETINGS

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

Section 13. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the articles of incorporation, these bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the board.

Section 14. CONDUCT OF MEETINGS

The Chair shall employ such rules of order as the Chair deems appropriate in conducting meetings, except that each item placed for vote or other action shall be placed before the Board by motion of a member of the Board other than the Chair with a second by another member of the Board other than the Chair.

Section 15. MEETINGS HELD THROUGH COMMUNICATION EQUIPMENT

Meetings of the Board of Directors or any committee of the Board may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other. Such participation shall constitute presence at such a meeting.

Section 16. NONLIABILITY OF DIRECTORS

The Directors shall not be personal liable for the debts, liabilities, or other obligations of the corporation.

Article IV **Officers**

Section 1. DESIGNATION OF OFFICERS

The officers of the corporation shall be a chair, a vice chair, a secretary, and a treasurer. The corporation may also have one or more vice chairs, assistant secretaries, assistant treasurers, and other such officers with such titles as may be determined from time to time by the board of directors.

Section 2. QUALIFICATIONS AND AUTHORITY OF OFFICERS

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

Section 3. ELECTION AND TERM OF OFFICE

Officers shall be elected by the board of directors, at anytime, and each officer shall hold office for a period of one year, until he or she resigns, or is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

Section 4. REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by the board of directors, at any time. Any officer may resign at any time by giving written notice to the board of directors or to the chair or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the board of directors relating to the employment of any officer of the corporation.

Section 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board of directors. In the event of a vacancy in any office other than that of Chair, such vacancy may be filled temporarily by appointment by the Chair unless such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

Section 6. DUTIES OF CHAIRPERSON

The Chairperson ("Chair"), subject to the control of the board of directors, shall supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be required by law, by the articles of incorporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. Unless another person is specifically appointed as chairperson of the board of directors, the Chair shall preside at all meetings of the board of directors and, if this corporation has members, at all meetings of the members.

Section 7. DUTIES OF VICE CHAIR

In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chair. The Vice Chair shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

Section 8. DUTIES OF SECRETARY

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy, of these bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of these bylaws or as

required by law. Be custodian of the records and of the seal of the corporation and affix the seal, as authorized by law or the provisions of these bylaws, to duly executed documents of the corporation.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefore, the bylaws and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

Section 9. DUTIES OF TREASURER

The treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors.

Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the board of directors, taking proper vouchers for such disbursements.

Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefore.

Render to the Chair and directors, whenever requested, an account of any or all of his or her transactions as treasurer and of the financial condition of the corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation of the corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.
Be bonded for an amount to be determined annually by the Board.

Article V
Committees

Section 1. EXECUTIVE COMMITTEE

The board of directors may, by a majority vote of its members, designate an Executive Committee consisting of not less than three but no more than five board members and may delegate to such committee the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, and, except as may otherwise be provided, by provisions of law.

By a majority vote of its members, the board may at any time revoke or modify any or all of the executive committee authority so delegated, increase or decrease but not below two (2), the number of the executive committee, and fill vacancies on the Executive Committee from the member of the board. The executive committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

Section 2. OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the board of directors. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board.

Section 3. MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the board of directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the board of directors or by the committee. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

Article VI
Indemnification and Insurance

Section 1. GENERAL INDEMNIFICATION

The Corporation: (a) shall indemnify any person who was or is a party or is threatened to be

made a party to any threatened, pending or completed action, suit or proceeding, whether, civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a Director or volunteer of the Corporation, or while a Director or volunteer of the Corporation is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent, or volunteer of any other corporation domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise; and (b) may indemnify or agree to indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than any action by or in the right of the Corporation) by reasons of the fact that he or she is or was an officer, employee, or agent of the Corporation, or while an officer, employee, or agent of the Corporation is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, against expense (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement or conviction, upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, the person had reasonable cause to believe that the conduct was unlawful.

Section 2. SUITS BY THE CORPORATION

The Corporation may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a Director, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation.

No such indemnification shall be made in respect of: (a) any claim, issue or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court of common pleas, or the court in which such action or suit was brought, determined upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expense as the court of common pleas or such other court shall deem proper; or (b) any action or suit in which the only liability asserted against a

Director is pursuant to Section 1702.55 of the Ohio Revised Code.

Section 3. INDEMNIFICATION FOR EXPENSES

To the extent that a Director, officer, employee, agent or volunteer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.1 and 6.2, including any action or suit brought against a Director pursuant to Section 1702.55 of the Ohio Revised Code, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by the individual in connection with the action, suit or proceeding.

Section 4. DETERMINATION REQUIRED

Any indemnification under Section 6.1 and 6.2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of the Director, officer, employee, agent or volunteer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.1 and 6.2. Such determination shall be made by any one of the following: (a) the Board of Directors by a majority vote of a quorum consisting of Directors, who were not and are not parties to, or threatened with, such action, suit or proceeding; (b) if such a quorum is not obtained or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five years; (c) the Members; or (d) the court of common pleas or the court in which the action, suit or proceeding was brought. If any action by or in the right of the Corporation is involved, any determination made by the disinterested Directors or by the independent legal counsel under this Section 6.4 shall be communicated promptly to the person who threatened or brought the action or suit by or in the right of the Corporation under Section 6.2, and such person shall have the right, within ten days after receipt of such notification, to petition the court of common pleas or the court in which action or suit was brought to review the reasonableness of such determination.

Section 5. ADVANCES FOR EXPENSES

(a) Expenses (including attorney's fees) incurred by a Director or a volunteer in defending any civil or criminal action, suit or proceeding referred to in Section 6.1 and 6.2 of this Article VI, except where the only liability asserted against a Director is pursuant to Section 1702.55 of the Ohio Revised Code, shall be paid by the Corporation as they are incurred, in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or volunteer in which he or she agrees to: (i) repay such amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that his or her action or failure to action involved in act or omission undertaken with deliberate intent to cause injury to the Corporation or undertaken with reckless disregard for the best interest of the Corporation; and

(ii) reasonably cooperate with the Corporation concerning the action, suit or proceeding.

(b) Expenses (including attorney's fees) incurred by a Director, officer, employee, agent or volunteer in defending any action, suit or proceeding referred to in Section 6.1 and 6.2 of this Article VI, including any action or suit brought against a Director pursuant to Section 1702.55 of the Ohio Revised Code, may be paid by the Corporation as they are incurred in advance of the final disposition of the action, suit or proceeding as authorized by the Director in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, agent or volunteer to repay such amount of it is ultimately determined that he or she is not entitled to be indemnified by the Corporation.

Section 6. ARTICLE VI: NOT EXCLUSIVE

The indemnification authorized by this Article VI shall not be deemed exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification under the Articles, common law, the Nonprofit Corporation Law of the State of Ohio, these Bylaws or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, agent or volunteer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. INSURANCE

The Corporation may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit or self-insurance, on behalf or for any person who is or was a Director, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provision of this Article VI. Insurance may be purchased from or maintained with a person in which the Corporation has financial interest.

Section 8. SECTIONS 6.1 AND 6.2

The authority of the Corporation to indemnify persons pursuant to Sections 6.1 and 6.2 of this Article VI does not limit the payment of expenses as they are incurred, indemnification, insurance or other protection that may be provided pursuant to another Section of Article VI. Sections 6.1 and 6.2 of this Article VI do not create any obligation to repay or return payments made by the Corporation under other Sections of this Article VI.

Section 9. DEFINITION OF “THE CORPORATION” AND “VOLUNTEER”

As used in this Article VI, references to “the Corporation” include all constituent corporations in a consolidation or merger, and the new or surviving corporation, so that any person who is or was a trustee, director, officer, employee, agent or volunteer of such a constituent corporation, or is or was serving at the request of such constituent corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provision of this Article VI with respect to the new or surviving corporation in the same capacity. As used in this Article VI, references to a “volunteer” include any person defined as a “volunteer” with respect to the Corporation under Section 1702.01 of the Ohio Revised Code.

Article VII **Corporate Records, Reports, and Seal**

Section 1. MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office:

- a. Minutes of all meetings of directors, committees of the board, and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- c. A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- d. A copy of the corporation’s articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

Section 2. CORPORATE SEAL

The board of directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments,

however, shall not affect the validity of any such instrument.

Section 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation, and shall have such other rights to inspect the books, records, and properties of this corporation as may be required under the articles of incorporation.

Section 4. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this article may be made in person or by agent or attorney and the right to inspect shall include the right to copy and make extracts.

Section 5. PERIODIC REPORT

The board shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state or to the members, if any, of this corporation, to be so prepared and delivered within the time limits set by law.

Article VIII

IRC 501(c)(3) Tax Exemption Provision

Section 1. LIMITATIONS ON ACTIVITIES

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provisions of these bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 2. PROHIBITATION AGAINST PRIVATE INURNMENT

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors or trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

Section 3. DISTRIBUTION OF ASSETS

Upon the dissolution of this corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Section 4. PRIVATE FOUNDATION REQUIREMENTS AND RESTRICTIONS

In any taxable year in which this corporation is a private foundation as described in Section 509(a) of the Internal Revenue Code, the corporation 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 3) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; 4) shall not make any investments in such manner as to subject the corporation to tax under Section 4944 of the Internal Revenue Code; and 5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

Article IX

Conflict of Interest Policy and Compensation Approval Policies

Section 1. PURPOSE

The purpose of the conflict of interest policy is to protect North Columbus Drop Back In Inc., an Ohio non-profit corporation and tax-exempt organization (the "Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2. DEFINITIONS

A) Interested Person. Any director, principal officer, or member of a committee with Corporate Board or Governing Board (collectively the "Board") delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

B) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3 (B), a person who has a financial interest may have a conflict of interest only if the appropriate Board or committee decides that a conflict of interest exists.

Section 3. PROCEDURES

A) Duty to Disclose.

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all

material facts to the directors and members of committees with Board delegated powers considering the proposed transaction or arrangement.

B) Determining Whether a Conflict of Interest Exists.

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she 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 decide if a conflict of interest exists.

C) Procedures for Addressing the Conflict of Interest.

1. An interested person may make a presentation at the Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

2. 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.

3. After exercising due diligence, the Board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing 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 Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

D) Violations of the Conflicts of Interest Policy.

1. If the Board or committee has reasonable cause to believe 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.

2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. RECORDS OF PROCEEDINGS

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

A) The names of the persons who disclosed or otherwise were found to have a financial a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, the action taken to determine whether a conflict of interest was present, and the Board's or committees decision as to whether a conflict of interest in fact existed.

B) 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 with the proceedings.

Section 5. COMPENSATION

Any compensation received by Board members will be in compliance with State and Federal laws and/or regulations, and only after a vote of the board.

Section 6. ANNUAL STATEMENTS

Each director, principal officer and member of a committee with Board delegated powers shall sign a statement which affirms such person:

- A) Has received a copy of this Conflict of Interest Policy;
- B) Has read and understands the policy;
- C) Has agreed to comply with the policy; and
- D) Understands the Organization is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. PERIODIC REVIEWS

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

B) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organizations written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Article X

Compensation Policy

Section 1. PURPOSE

The Compensation Policy (the “Compensation Policy”) of North Columbus Drop Back In (“Drop Back In”), an Ohio non-profit corporation and tax exempt organization, has established this policy to ensure compliance with the Internal Revenue Service guidelines for approval of senior management compensation. The corporate board of directors of North Columbus Drop Back In shall follow the following review and approval guidelines.

Section 2. INDIVIDUALS SUBJECT TO THIS POLICY (“COVERED INDIVIDUAL”)

1. Chief Employed Executives: The individual or individuals who have the ultimate responsibility for implementing the decisions of North Columbus Drop Back In’s corporate board or for supervising the management, administration, or operations of North Columbus Drop Back In, including North Columbus Drop Back In’s top management official and top financial official. If this ultimate responsibility resides with two or more individuals (i.e. co-presidents or co-treasurers) who may exercise such responsibility in concert or individually, than each individual shall be included.
2. Officers: The individual or individuals elected or appointed to manage North Columbus Drop Back In’s daily operations, such as president, vice-president, secretary or treasurer. The officers of an organization are determined by references to its organizing document, by-laws, and include, at a minimum, those officers required by applicable state law.

3. Key Employees: Individuals who are not a Chief Employed Executive or an Officer of North Columbus Drop Back In, but who meet all of the following tests, applied in the following order:
 - a. \$150,000 Test: The individual receives reportable compensation¹ from North Columbus Drop Back In and all related organizations² in excess of \$150,000 for the calendar year ending with or within North Columbus Drop Back In's tax year.
 - b. Responsibility Test: At any time during the calendar year ending with or within North Columbus Drop Back In's tax year:
 - i. has responsibilities, power or influence over North Columbus Drop Back In as a whole that is similar to those officers, directors, or trustees;
 - ii. manages a discrete segment or activity of Drop Back In that represents 10% or more of the activities, assets, income, or expenses of the organization, as compared to the organization as a whole; or
 - iii. has or shares authority to control or determine 10% or more of North Columbus Drop Back In's capital expenditures, operating budget, or compensation for employees.
 - c. Top 20 Test: In addition to meeting the \$150,000 Test and the Responsibility Test, the individual is one of the top 20 most highly compensated employees (including all income from North Columbus Drop Back In and related organizations) for the calendar year ending with or within North Columbus Drop Back In's calendar year.
4. Highest Compensated Employees: One of the five highest compensated employees of North Columbus Drop Back In whose reportable compensation (including all income from North Columbus Drop Back In and related organizations) is greater than \$100,000 for the calendar year ending with or within Drop Back In's calendar year who are not also current officers, directors, or key employees of North Columbus Drop Back In.

¹ Compensation that is reported on Form W-2, Box 5, or in Box 1 if the employee's compensation is not reported in Box 5, or Form 1099-MISC, Box 7, filed for the calendar year ending with or within the organization's tax year.

² An organization that stands in one or more of the following relationships to the filing organization: (1) Parent – an organization that controls the filing organization; (2) Subsidiary – an organization controlled by the filing the filing organization; (3) Supporting/Supported – an organization that is (or claims to be) at any time during the organization's tax year (i) a supporting organization of the filing organization within the meaning of Section 509(a)(3), if the filing organization is a supported organization within the meaning of Section 509(f)(3), or (ii) a supported organization, if the filing organization is a supporting organization.

Section 3. PROCEDURE FOR APPROVING COMPENSATION

In reviewing and approving the compensation of any Covered Individuals, the North Columbus Drop Back In corporate board of directors, or a delegated committee of the corporate board (the "Approval Body") will utilize the following process:

1. Impartial Decision Makers: The compensation arrangement must be approved in advance (before any payment is made) by the Approval Body of North Columbus Drop Back In composed entirely of individuals who do not have conflict of interest with respect to the compensation arrangement (i.e. neither the executive whose compensation is being determined nor any of his/her family members may be present during the discussion/debate or participate in the vote).
2. Comparability Data: When the Approval Body is considering compensation to Covered Individuals, it must rely on comparability data that demonstrates the fair market value of the compensation in question (i.e. when creating compensation packages, the Approval Body must secure data that documents compensation levels for similarly qualified individuals in like positions at like organizations). This data may include the following:
 - a. expert compensation studies by independent firms;
 - b. written job offers for positions at similar organizations;
 - c. documented telephone calls about similar positions at both non-profit and for-profit organizations; or
 - d. information obtained from the IRS Form 990 filings of similar organizations.
3. Concurrent Documentation: The Approval Body must document how it reached decisions, including the data on which it relied. To qualify as Concurrent Documentation, written or electronic records of the Approval Body (i.e. meeting minutes) must note:
 - a. the terms of the compensation and the date it was approved;
 - b. the members of the Approval Body who were present during the debate on the compensation that was approved and those who voted on it;
 - c. the comparability data obtained and relied upon and how the data was obtained; and
 - d. any action taken with respect to the consideration by anyone who is otherwise a member of the Approval Body, but who had a conflict of interest with respect to the decision on the compensation.

Section 4. RECORDS

North Columbus Drop Back In shall retain all records relating to compensation in accordance with North Columbus Drop Back In's Record Retention and Destruction Policy.

Article XI

Code of Ethics Policy

Section 1. PURPOSE

The following Code of Ethics (the “Code”) of North Columbus Drop Back In, Inc. (“School”), an Ohio non-profit corporation and tax exempt organization, is intended to guide ethical decision making by its directors, officers and staff members. The Code is based on the following key values:

1. Respect for all persons.
2. Transparency for our actions.
3. Responsibility for our decisions and their consequences.
4. Accountability for our actions.
 - a. We are committed to being responsible, transparent and accountable for all our actions.
 - b. We are committed to avoiding conflicts of interest.
 - c. We are committed to complying with the spirit and the letter of all applicable laws.
 - d. We are committed to treating our staff members with respect and fairness in a workplace that safeguards the rights and welfare of all.
 - e. We are committed to a philanthropic and educational community that is transparent and accountable.

Section 2. POLICIES AND PROCEDURES SUPPORTING THE CODE OF ETHICS

The School has a number of policies and procedures in place to assume ethical conduct. The following are examples of the major policies and procedures that support and reflect our Code:

1. The School has a detailed Conflict of Interest Policy to protect its interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director or may result in a possible excess benefit transaction. If any conflict is found, the officer or director must abstain from voting on the particular proposal and the abstaining officer or director is not counted toward a quorum for a vote.
2. The audit committee was established in March 2010. The audit committee selects the independent auditor; reviews the quality and integrity of The School’s annual financial statements; oversees the performance of The School’s internal accounting functions; and handles complaints and concerns regarding corporate accounting practices, internal controls and auditing matters in accordance with

The School's Whistleblower Policy. All current members of the audit committee are financially literate.

3. There is no salary compensation of the officers and directors of The School except as provided within these Bylaws.

Article XII **Nondiscrimination Policy**

North Columbus Drop Back In, Inc., an Ohio non-profit corporation (the "School"), admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the School. The School does not discriminate on the basis of race, color, national or ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other School administered programs.

The School will ensure that this policy is placed in all literature of the School, including, but not limited to, public notices, student handouts, promotional materials, etc.

The School will maintain records to support this policy as required by Internal Revenue Procedure 75-50.

Article XIII **Amendment of Bylaws**

Section 1. AMENDMENT

Subject to the power of the members, if any, of this corporation to adopt, amend, or repeal the bylaws of this corporation and except as may otherwise be specified under provisions of law, these bylaws, or any of the articles of incorporation, may be altered, amended, or repealed and new bylaws adopted by approval of the board of directors.

Article XIV **Construction and Terms**

If there is any conflict between the provisions of these bylaws and the article of incorporation of this corporation, the provisions of the articles of incorporation shall govern.

Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these bylaws shall be unaffected by such holding.

All references in these bylaws to the article of incorporation shall be to the articles of incorporation, articles of organization, certification of incorporation, organizational charter, corporate, charter, or other founding document of this corporation filed with an office of this state and used to establish the legal existence of this corporation.

All references in these bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986, as amended from time to time, or to corresponding provisions of any future federal tax code.

Conflict of Interest/Related Party Policy

Pursuant to the contract agreement with ERCO, the School requires that the Board complete the Conflict of Interest Disclosure statement annually. The most recent Conflict of Interest Disclosure Statements are attached hereto.

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

I, Anthony F. Forte`, a member of the Governing Authority of **Road to Success Academy**, hereby do attest to the following:

1. X I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School’s sponsor, at present or within the past three years.
2. X I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. X I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School’s operator, at present or within the past three years.
4. X I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

5. I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
-------------	---------------------	----------------------------	-------------

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

10/4/2020

Anthony F. Forte`

Date

Signature

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

I, Kimberly Gibson, a member of the Governing Authority of Road to Success Academy, hereby do attest to the following:

1. KG I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School's sponsor, at present or within the past three years.
2. KG I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. KG I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School's operator, at present or within the past three years.
4. KG I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

5. _____ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
-------------	---------------------	----------------------------	-------------

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

10.8.2020
Date


Signature

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

i. Demetrius D. Bryant, a member of the Governing Authority of Road to Success Academy, hereby do attest to the following:

- 1. DB I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School's sponsor, at present or within the past three years.
- 2. DB I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
- 3. DB I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School's operator, at present or within the past three years.
- 4. DB I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

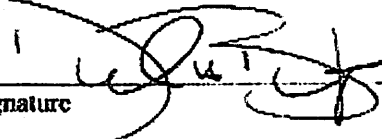
- 5. _____ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
-------------	---------------------	----------------------------	-------------

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

Oct. 7, 2020
Date


Signature

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

1. Jonathan Lauder, a member of the Governing Authority of Road to Success Academy, hereby do attest to the following:

1. JL I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School's sponsor, at present or within the past three years.
2. JL I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. JL I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School's operator, at present or within the past three years.
4. JL I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

5. _____ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
-------------	---------------------	----------------------------	-------------

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

10/28/20
Date

[Signature]
Signature

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

I, Raymond Hutson, a member of the Governing Authority of **Road to Success Academy**, hereby do attest to the following:

1. RH I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School's sponsor, at present or within the past three years.
2. RH I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. RH I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School's operator, at present or within the past three years.
4. RH I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

5. _____ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
-------------	---------------------	----------------------------	-------------

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

Date

Signature

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

I, ARYN BATES, a member of the Governing Authority of Road to Success Academy, hereby do attest to the following:

1. AB I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School's sponsor, at present or within the past three years.
2. AB I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. AB I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School's operator, at present or within the past three years.
4. AB I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

5. _____ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
-------------	---------------------	----------------------------	-------------

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

10/8/2020

Date

AB

Signature

CERTIFICATION OF RESOLUTION

ADOPTION OF SCHOOL CALENDAR
2021-2022 ACADEMIC YEAR

Road to Success Academy
(an Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of North Columbus Drop Back In, dba Road to Success Academy, (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the School shall adopt the School Calendar for the 2021-2022 Academic Year as reflected in Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

APPROVAL AND ADOPTION

Motion to approve and adopt the School Calendar for the 2021-2022 Academic Year, (with / without) amendments,

made by A. Forte

seconded by J. Lauden.

Board Member Name/Initials	AYE	NAY	OTHER (Not Present, Abstain, etc.)
Kimberly Gibson	✓		
Desmond Bryant	✓		
Jon Lauden	✓		
Raymond Hutson	✓		
Aryn Bates	✓		
Anthony Forte, Chairman	✓ <i>RF</i>		

Executed and adopted by a vote of the Board on this 20 day of May, 2021.

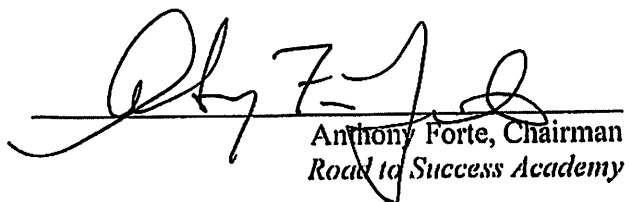

Anthony Forte, Chairman
Road to Success Academy

EXHIBIT A

Road to Success Academy

Student Academic Calendar for 2021-2022 School Year

2021

July						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

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

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

January						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

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

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

December						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Student Days: 178 $147 \times 5.5 = 808.50$ $29 \times 4.0 = 116$ 924.50 Instructional Hours	Building Hours: M - Thur 7:30 PM - 3:30 PM Friday 7:30 AM - 1:30 PM Student Hours: M - Thur 8:00 AM - 1:30 PM Friday 8:00 AM - 12:00 PM
---	--

School Holiday - School Closed
First/Last Day of School
Testing Window
Parent Engagement Events
Graduation Day

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 15 2017**

NORTH COLUMBUS DROP BACK IN
C/O JAMES S CALLENDER JR
100 E BROAD ST STE 690
COLUMBUS, OH 43215

Employer Identification Number:
27-1967501
DLN:
17053095336047
Contact Person:
BRAD S FLETCHER ID# 31669
Contact Telephone Number:
(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:
February 23, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

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.

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 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

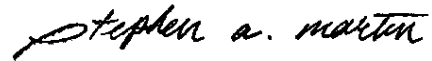
Letter 947

NORTH COLUMBUS DROP BACK IN

organization, go to 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.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

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

Director, Exempt Organizations
Rulings and Agreements

Letter 947

ERCO

Self-Evaluation of Operations and Governance Goals and Measurements

School: Road to Success Academy

Date: 06/17/2021

Goals	2020-2021	2021-2022	2022-2023	2023-2024
School complies with governance requirements and expectations.	3	3	3	3
School holds academic, operations, financial, and administrative leadership accountable for performance.	3	3	3	3
School-wide environment is conducive to learning.	3	3	3	3
School complies with facilities requirements.	3	3	3	3
School complies with health and safety requirements.	3	3	3	3
School complies with reporting requirements.	3	3	3	3
School complies with all other obligations.	3	3	3	3
Primary contacts (including governing board members, superintendent(s), principal(s), or designees thereof) cooperate by responding to sponsor requests within requested timeframes.	3	3	3	3
Scoring: 4 = Exceeds expectations 3 = Meets expectations 2 = Approaches expectations 1 = Below expectations				

Directions: Complete for current year and each remaining year of your Sponsorship Agreement

CERTIFICATION OF RESOLUTION
SCHOOL BOARD ANNUAL SCHEDULE OF MEETINGS
2021-2022 Academic Year

ROAD TO SUCCESS ACADEMY
(Ohio Non-Profit Corporations)

The Governing Authority (the "Board") of North Columbus Drop Back In, dba Road to Success Academy, (the "School"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that effective immediately that the Board of Directors of Road to Success Academy, have agreed to meet a minimum of six (6) times per year on the third Thursday of the month (with the exception of October 2021 when they will meet on the fourth Tuesday of the month), alternating locations and starting times from July 2021 through June 2022. In July, September, November, February, April, and June the Board will meet at 6:00 p.m. at 923 S. James Road, Columbus 43227, and in August, October, January, March, and May at 7:00 p.m. at 640 Harrisburg Pike, Columbus 43223. The schedule for the 2021-2022 academic year is attached as Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

IT IS FURTHER RESOLVED that the Board of Directors shall assign the duty of submission of this schedule to the Columbus Dispatch to publish, and hereby directs the school administrator to print this schedule and post it in a conspicuous place, and by the front door of the administration school building for the entire year.

APPROVAL AND ADOPTION OF RESOLUTION

Motion to approve and adopt the 2021-2022 School Board Annual Schedule of Meetings,

(without) amendments, made by K. Gibson

seconded by A. Bates

Board Member Name/Initials	AYE	NAY	OTHER (Abstain, Not Present, etc.)
Kimberly Gibson	✓		
Desmond Bryant			Abstain
Jon Lauden	✓		
Raymond Hutson	✓		
Aryn Bates	✓		
Anthony Forte, Chairman	✓ <i>AF</i>		

As adopted on this 15 day of April, 2021.

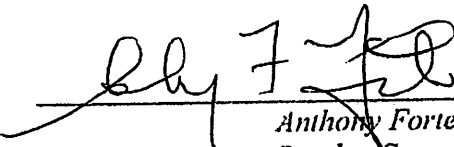

Anthony Forte, Chairman
 Road to Success Academy

EXHIBIT A

Road to Success Academy BOARD MEETING SCHEDULE 2021-2022 Academic Year

July 15, 2021 (6:00 p.m.) 923 S. James Rd., Columbus, OH 43227 Mason Run High School
August 19, 2021 (7:00 p.m.) 640 Harrisburg Pike, Columbus, OH 43223 Capital High School
September 16, 2021 (6:00 p.m.) 923 S. James Rd., Columbus, OH 43227 Mason Run High School
October 26, 2021 (7:00 p.m.) 640 Harrisburg Pike, Columbus, OH 43223 Capital High School
November 18, 2021 (6:00 p.m.) 923 S. James Rd., Columbus, OH 43227 Mason Run High School
January 20, 2022 (7:00 p.m.) 640 Harrisburg Pike, Columbus, OH 43223 Capital High School
February 17, 2022 (6:00 p.m.) 923 S. James Rd., Columbus, OH 43227 Mason Run High School
March 17, 2022 (7:00 p.m.) 640 Harrisburg Pike, Columbus, OH 43223 Capital High School
April 21, 2022 (6:00 p.m.) 923 S. James Rd., Columbus, OH 43227 Mason Run High School
May 19, 2022 (7:00 p.m.) 640 Harrisburg Pike, Columbus, OH 43223 Capital High School
June 16, 2022 (6:00 p.m.) 923 S. James Rd., Columbus, OH 43227 Mason Run High School

Adopted by vote on April 15, 2021 .

Attachment 2

- A. Education Plan/Program and alignment with Ohio Academic Standards
- B. School's Mission, Goals, Ages/Grades of students and focus of curriculum
- C. Blended Learning Model Description (Not Applicable)

EDUCATION PLAN

GENERAL INFORMATION

Road to Success Academy (the “School”) provides students an alternative path to a high school diploma. Utilizing online courses aligned to the Ohio Department of Education Standards and Course of Study, students work to bridge skill gaps and earn credits in a supportive and focused environment. The program provides for a minimum of five hours of instructional time.

The program includes the following program elements:

- Reading online diagnostic administered upon enrollment to identify skill gaps
- Daily targeted online reading instruction through RTI as needed.
- Evaluation of skill gaps in math and enrollment in an online remediation program as necessary
- Academic program focused on core content and graduation requirements
- Study Skills instruction
- Blended instructional model incorporating online courses and direct instruction by classroom teachers
- Strong academic support and guidance
- Regularly scheduled conferences with student and parents to monitor progress
- Personal and social skills development
- Life skills, values, and character education curriculum

ACADEMIC PROGRAM

Overview

Individual Graduation Plans (IGPs) are established when a student enrolls. These are intended to be living documents and will be revised as needed, particularly as students complete courses and earn credits. Students will be assigned courses that are aligned with Ohio graduation requirements. Additionally, students will complete all state required tests. Individual Graduation Plans act as roadmaps that lead to earning diplomas. Regular meetings with the counselor will provide opportunities to review progress and modify plans.

General Information

Students, upon enrollment in the program, participate in a Student Orientation designed to support student success from day one. Students will take a level assessment for placement in state MAP assessments. Students will participate in a note taking and study skills tutorial designed to set a foundation for success in the program. Teachers will regularly monitor progress of their students and adjust any expectations or conduct conferences to determine interventions and remediation that may be needed to keep students on track.

Online Learning

Online learning provides students the opportunity to learn and achieve with:

- Improved access to individualized learning
- Engaging and rigorous curriculum
- Top-quality instruction

EDUCATION PLAN

Online Courses emphasize:

- Personal, customized learning experience for every student
- High levels of student engagement
- Robust reporting capability
- Student focused, data-driven decision making using real-time achievement data

Standardized Testing

Standardized testing will be administered according to the requirements of ODE. Staff will assist in preparing students for all standardized tests and providing academic intervention services as needed.

Accommodations shall be made to the tests or testing procedures based on the needs of students and as allowed and appropriate for the test. Students with disabilities will be provided accommodations that are allowed on standardized testing per their Individual Education Plans (IEPs).

Grades/Credits

Grades and credits are based upon student performance. Grades/credits will be calculated under the direct supervision of the Counselor. In order to receive passing grades, students are responsible for completion of all coursework and assignments including course notes.

Grading Policy

Grades are evaluative instruments which measure students' achievements, efforts, and extent of progress in their classes. The components of a grade should be academically oriented and reflect each student's competency in the course content. Grades are not tools of discipline, nor shall they be based on the students' attitudes or personalities. It is important for teachers to provide meaningful feedback to students regarding their personality development, behavioral characteristics, level of maturity, and commitment to responsibility; however, only academic performance and level of progress should be used in determining course grades.

All of the following components shall contribute to the assessment of a student's academic performance:

- Classroom examinations and quizzes;
- homework assignments;
- online course lesson completion; and
- classroom effort and participation.

Students and parents will have access to the student's grades at all times by logging on to the computer and viewing the grades through the APEX portal at: <http://www.apexlearning.com/>

As such, parents have daily reports of their child's progress.

EDUCATION PLAN

High School Graduations Requirements

Required Courses	CREDIT BEARING REQUIREMENTS	Units Required
English	English I, II, III, IV	4 Credits
Mathematics	Algebra I, Algebra II, Geometry, and Integrated Math (additional courses: Calculus and Trigonometry)	4 Credits
Science	Physical science, Life science and one Science elective	3 Credits
Social Science	.5 United States History, .5 Government and two Social Science electives	3 Credits
Fine Arts	One year of Music and one year of Art or Drafting.	3 Credits
Physical Education	PE I, II, III and IV	.5 Credits
Health	Health	.5 Credits
Financial Literacy	Financial Literacy	.5 Credits
Electives	1 fine art and .5 electives	5 Credits

Attendance

The program day is a 5.5-hour session offered Monday through Friday, either beginning at 7:30 a.m. or 10:30 a.m. The program follows a calendar approved by the governing authority and reviewed by the sponsor.

Students are expected to be in school every day. The following constitute excused absences: religious observances, death of a family member, medical, dental, legal and/or family/personal illness.

All excused absences must have a written note on file. In addition, a parent/guardian must call the school office at 614-636-6775 to report each absence.

A student who knows in advance that he/she will be absent is expected to notify the staff of the anticipated absence.

Again, following the absence, a signed written note by a parent/legal guardian must be presented to the school in order for the absence to be codified as excused.

In the event a student cannot participate in a class or activity because of health reasons, a medical note is necessary.

MISSION, GOALS, AGE/GRADE, CURRICULUM

MISSION STATEMENT

Our mission is to enable students to have a second chance at achieving their American Dream by providing an experientially focused education program combined with individualized support to address their specific needs, resulting in earning a high school diploma, access to higher education and technical certifications to secure a good paying job.

PHILOSOPHY

We understand that every student learns differently. We believe each student has the potential for greatness if given the right resources, tools, and opportunities. We will work with each student to create a customized pathway to graduation and a job. These pathways are designed around the students' personal situation and learning objectives with a focus on providing foundational, experiential learning opportunities.

GOALS

- Provide flexible, individualized, and self-paced learning experience;
- Offer technical education programs that lead to a meaningful career;
- Establish a supportive school environment and expansive community network;
- Provide individual attention and engagement to each student;
- Ensure student success.

The School offers courses to students ages 15-21, grades 9-12.

CURRICULUM

Road to Success Academy (the "School") provides students an alternative path to a high school diploma. Utilizing online courses aligned to the Ohio Department of Education Standards and Course of Study, students work to bridge skill gaps and earn credits in a supportive and focused environment. The program provides for a minimum of five hours of instructional time.

The program includes the following program elements:

- Reading online diagnostic administered upon enrollment to identify skill gaps
- Daily targeted online reading instruction through RTI as needed.
- Evaluation of skill gaps in math and enrollment in an online remediation program as necessary
- Academic program focused on core content and graduation requirements
- Study Skills instruction
- Blended instructional model incorporating online courses and direct instruction by classroom teachers
- Strong academic support and guidance
- Regularly scheduled conferences with student and parents to monitor progress
- Personal and social skills development
- Life skills, values, and character education curriculum

MISSION, GOALS, AGE/GRADE, CURRICULUM

Overview

Individual Graduation Plans (IGPs) are established when a student enrolls. These are intended to be living documents and will be revised as needed, particularly as students complete courses and earn credits. Students will be assigned courses that are aligned with Ohio graduation requirements. Additionally, students will complete all state required tests. Individual Graduation Plans act as roadmaps that lead to earning diplomas. Regular meetings with the counselor will provide opportunities to review progress and modify plans.

General Information

Students, upon enrollment in the program, participate in a Student Orientation designed to support student success from day one. Students will take a level assessment for placement in state MAP assessments. Students will participate in a note taking and study skills tutorial designed to set a foundation for success in the program. Teachers will regularly monitor progress of their students and adjust any expectations or conduct conferences to determine interventions and remediation that may be needed to keep students on track.

Required Courses	CREDIT BEARING REQUIREMENTS	Units Required
English	English I, II, III, IV	4 Credits
Mathematics	Algebra I, Algebra II, Geometry, and Integrated Math (additional courses: Calculus and Trigonometry)	4 Credits
Science	Physical science, Life science and one Science elective	3 Credits
Social Science	.5 United States History, .5 Government and two Social Science electives	3 Credits
Fine Arts	One year of Music and one year of Art or Drafting.	3 Credits
Physical Education	PE I, II, III and IV	.5 Credits
Health	Health	.5 Credits
Financial Literacy	Financial Literacy	.5 Credits
Electives	1 fine art and .5 electives	5 Credits

Attachment 4

- A. Financial Plan, including estimated budget and Five-Year Financial Forecast
- B. Treasurer License
- C. Treasurer Bond
- D. Surety Bond (New School Only – Not Applicable)
- E. Treasurer Contract
- F. Self-Evaluation of Financial Goals and Measurements

CERTIFICATION OF RESOLUTION

BUDGET FOR THE 2021-2022 ACADEMIC YEAR

ROAD TO SUCCESS ACADEMY

(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of North Columbus Drop Back Inc, dba Road to Success Academy (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the Road to Success Academy Board of Directors adopts the Budget for the 2021-2022 Academic Year, prepared by the School's designated Fiscal Officer, C. David Massa. The Budget for the 2021-2022 Academic Year is reflected in Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

APPROVAL AND ADOPTION OF RESOLUTION

Motion to approve and adopt the Budget for the 2021-2022 Academic Year (~~without~~ with)

amendments, made by K. Gibson

seconded by R. Hutson

Board Member Name/Initials	AYE	NAY	OTHER (not present, abstain, etc.)
Kimberly Gibson	✓		
Desmond Bryant			✓
Jon Lauden	✓		
Raymond Hutson	✓		
Aryn Bates			✓
Anthony Forte, Chairman	✓ <i>AF</i>		

As adopted on this 11 day of June, 2021.

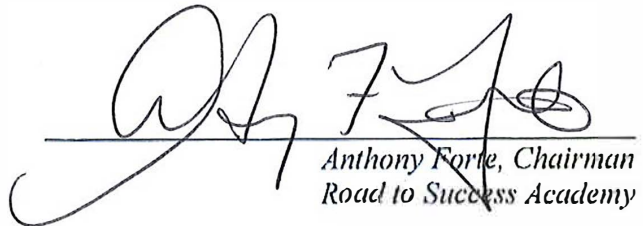

 Anthony Forte, Chairman
 Road to Success Academy

EXHIBIT A

Road to Success – FY22 Budget Notes

Revenue – \$1,047,755

- Paid enrollment projection of 75 FTE
 - State funds based on current year funding
 - 22+ funding based on current year
- Federal Funds based on current year awards
 - Title I/IV
 - Title II
 - IDEA (SPED)
 - NSLP
 - ESSER II (Cares Act) New Award

Operating Expense- \$981,118

Personnel – Total Personnel \$415,773

- Administrator
- Family Advocate
- Student Success Coach
- English
- Science
- Social Studies
- Math
- Intervention Specialist

Non Personnel - \$565,345

Top Non-Personnel Expense

1. Fusion Ed – Management Fee \$125,545
2. Regional Support Staff 61,338
 - a. Regional Director
 - b. Senior Operations Manager
 - c. State Reporting Specialist
 - d. Enrollment Call Center
 - e. Intervention Specialist
 - f. 22+
 - g. CTE Director/Regional Coordinator
3. Rent \$84,000
4. Student Program \$33,375
5. CTE Program \$26,801
6. Sponsor Fee \$23,540
7. Massa Financial \$22,000
8. Marketing \$25,000

Surplus - \$66,637

Road to Success FY22 Budget

	GENERAL	GRANT	TOTAL
REVENUE			
State FTE Base Revenue	775,908		775,908
22+ Program	25,000		25,000
Casino Funding (\$50 per FTE)	3,750		3,750
Federal - Title I/II		73,693	73,693
Federal - Title IV		9,349	9,349
Federal - IDEA		17,042	17,042
NSLP		5,000	5,000
ESSER (Cares Act)		138,013	138,013
	<u>\$ 804,658</u>	<u>\$ 243,097</u>	<u>\$ 1,047,755</u>
EXPENSES			
Personnel			
Salaries	317,500		317,500
Health	41,250		41,250
Retirement	44,450		44,450
Medicare	4,604		4,604
Unemployment	6,033		6,033
WC	1,936		1,936
	(233,044)	233,044	-
	<u>\$ 182,729</u>	<u>\$ 233,044</u>	<u>\$ 415,773</u>
Instructional			
Pupil Special Services	3,546	-	3,546
CTE	26,801	-	26,801
Student Program	33,375	-	33,375
Classroom Supplies	-	5,053	5,053
Graduation	5,000	-	5,000
Marketing/Enrollment	25,000	-	25,000
Field Trips	10,000	-	10,000
Property & Casualty	6,000	-	6,000
Total Instructional	<u>\$ 109,722</u>	<u>\$ 5,053</u>	<u>\$ 114,776</u>
Facilities			
Alarm Services	-	-	-
Food Services		5,000	5,000
Rent/Lease Facility	84,000		84,000
Student Transport	10,000		10,000
Janitorial	-	-	-
Gas/Electric	-		-
Repair/Maint - Bldg	10,000		10,000
Maint Contracts	-		-
Total Facilities	<u>\$ 104,000</u>	<u>\$ 5,000</u>	<u>\$ 109,000</u>
Technology			
Outside Serv. Pur	17,100		17,100
Computer Supplies	-		-
Misc Equipment			-
Comm. Phone/Fax	2,760		2,760
Comm. Internet	600		600
Maint Contract Agree	7,294		7,294
Total Technology	<u>\$ 27,754</u>	<u>\$ -</u>	<u>\$ 27,754</u>

Administration

Consultants	61,338		61,338
Outside Services Purch	4,200		4,200
Rent/Lease Equip	5,000		5,000
Office/Misc. Supplies	2,500		2,500
Postage & Stamps	1,500		1,500
Employee Training & Development	10,000		10,000
Misc. Expenses		-	-

Total Admin

\$ 84,538	\$ -	\$ 84,538
-----------	------	-----------

Board Expenses

Treasurer Fees	22,000		22,000
Audit Fees	7,500		7,500
Legal Fees	-		-
Board Insurance	-		-
Board Stipends	-		-
Board Surplus	35,000		35,000
Management Fee (Base)	125,545		125,545
Additional Mgmt Fee - Graduation Rate Goal	15,693		15,693
Chartering Fee	23,540		23,540

Total Board Expenses

\$ 229,278	\$ -	\$ 229,278
------------	------	------------

Total Expenses

\$ 738,021	\$ 243,097	\$ 981,118
------------	------------	------------

Surplus (Deficit)

66,637	-	66,637
--------	---	--------

**Road To Success
FY21 vs 22**

	Approved FTE 108	Revised FTE 68	FY22 FTE 75	Diff 7	
REVENUE					
State FTE Base Revenue	924,577.98	576,157.69	641,901.37	65,743.68	Increase in FTE
CTE Funding	174,474.00	109,854.00	134,006.28	24,152.28	Increase in FTE
22+ Program	5,400.00	15,000.00	25,000.00	10,000.00	Increase enrollment
Casino Funding (\$50 per FTE)	-	3,400.00	3,750.00	350.00	
Federal - Title I/II	85,823.94	74,160.96	73,692.81	(468.15)	
Federal - Title IV	4,000.00	10,000.00	9,349.31	(650.69)	
Federal - IDEA	22,946.00	26,917.03	17,041.85	(9,875.18)	based on FY21 enrollment
SQIG	100,000.00	120,000.00	-	(120,000.00)	FY21 Final year of grant
NSLP	15,000.00	15,000.00	5,000.00	(10,000.00)	based on actual participation
ESSER (Cares Act)	-	42,846.49	138,013.17	95,166.68	Round 2 award
	<u>1,332,221.92</u>	<u>993,336.17</u>	<u>1,047,754.79</u>	<u>54,418.62</u>	
EXPENSES					
Personnel					
Salaries	390,340.00	231,500.00	317,500.00	86,000.00	+2FTE funded by ESSER
Health	64,000.00	10,800.00	41,250.00	30,450.00	based on estimated participation
Retirement	49,812.00	30,590.00	44,450.00	13,860.00	Increase in Salaries
Medicare	5,159.00	3,356.75	4,603.75	1,247.00	Increase in Salaries
Unemployment	6,760.00	4,398.50	6,032.50	1,634.00	Increase in Salaries
WC	2,170.00	1,411.92	1,936.43	524.51	Increase in Salaries
	<u>518,241.00</u>	<u>282,057.17</u>	<u>415,772.68</u>	<u>133,715.51</u>	
Instructional					
Pupil Special Services	3,670.00	15,000.00	3,546.00	(11,454.00)	Based on SPED caseload
CTE	100,000.00	100,000.00	26,801.26	(73,198.74)	SQIG grant ended FY21
Student Program	43,200.00	30,260.00	33,375.00	3,115.00	increase in FTE
Classroom Supplies	5,400.00	5,500.00	5,053.27	(446.73)	
Graduation	5,000.00	500.00	5,000.00	4,500.00	Contract set aside
Marketing/Enrollment	20,000.00	20,000.00	25,000.00	5,000.00	Increase enrollment
Field Trips	10,000.00	-	10,000.00	10,000.00	Contract set aside
Property & Casualty	6,000.00	6,000.00	6,000.00	-	
Total Instructional	<u>193,270.00</u>	<u>177,260.00</u>	<u>114,775.53</u>	<u>(62,484.47)</u>	
Facilities					
Alarm Services	550.00	550.00	-	(550.00)	
Food Services	15,500.00	15,500.00	5,000.00	(10,500.00)	based on participation
Rent/Lease Facility	106,512.00	106,512.00	84,000.00	(22,512.00)	Estimate based on new location
Student Transport	10,000.00	10,000.00	10,000.00	-	
Janitorial	11,000.00	17,346.00	-	(17,346.00)	included in lease
Gas/Electric	10,000.00	10,000.00	-	(10,000.00)	included in lease
Repair/Maint - Bldg	5,000.00	2,500.00	10,000.00	7,500.00	new facility repairs
Maint Contracts	425.00	425.00	-	(425.00)	
Total Facilities	<u>158,987.00</u>	<u>162,833.00</u>	<u>109,000.00</u>	<u>(53,833.00)</u>	
Technology					
Outside Serv. Pur	17,100.00	17,100.00	17,100.00	-	
Computer Supplies	1,350.00	-	-	-	
Software	-	-	-	-	
Misc Equipment	1,500.00	10,000.00	-	(10,000.00)	FY21 included grant expense
Comm. Phone/Fax	6,000.00	6,000.00	2,760.00	(3,240.00)	net of erate
Comm. Internet	150.00	150.00	600.00	450.00	
Maint Contract Agree	3,297.00	7,187.00	7,293.75	106.75	
Total Technology	<u>29,397.00</u>	<u>40,437.00</u>	<u>27,753.75</u>	<u>(12,683.25)</u>	
Administration					
Consultants	90,661.69	102,578.69	61,337.94	(41,240.75)	Allocation based on FTE
Outside Services Purch	4,200.00	4,200.00	4,200.00	-	
Rent/Lease Equip	7,500.00	5,000.00	5,000.00	-	

Office/Misc. Supplies	8,000.00	2,500.00	2,500.00	-	
Postage & Stamps	1,500.00	1,500.00	1,500.00	-	
Employee Training & Development	2,500.00	3,000.00	10,000.00	7,000.00	Network planned PD
Misc. Expenses	1,000.00	450.00	-	(450.00)	
Total Admin	115,361.69	119,228.69	84,537.94	83,537.94	

Board Expenses

Treasurer Fees	22,000.00	22,000.00	22,000.00	-	
Audit Fees	7,500.00	7,500.00	7,500.00	-	
Legal Fees	-	-	-	-	
Board Insurance	-	-	-	-	
Board Stipends	-	-	-	-	
Board Surplus	35,000.00	35,000.00	35,000.00	-	
Management Fee (Base)	176,712.00	110,305.87	125,545.22	15,239.35	Increase in FTE
Additional Mgmt Fee - Graduation Rate Goal	22,089.00	13,788.23	15,693.15	1,904.92	Increase in FTE
Additional Mgmt Fee - Lesson Completion Rate	-	-	-	-	
Chartering Fee	33,134.00	20,682.35	23,539.73	2,857.38	Increase in FTE
Total Board Expenses	296,435.00	209,276.45	229,278.11	20,001.65	

Total Expenses

	<u>1,311,691.69</u>	<u>991,092.31</u>	<u>981,118.01</u>	<u>(9,974.30)</u>	
	<u>20,530.23</u>	<u>2,243.86</u>	<u>66,636.78</u>	<u>64,392.93</u>	

CERTIFICATION OF RESOLUTION
FIVE-YEAR FINANCIAL FORECAST

ROAD TO SUCCESS ACADEMY
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of North Columbus Drop Back In, dba Road to Success Academy, (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the Road to Success Academy Board of Directors adopts the Five-Year Financial Forecast prepared by the School's designated Fiscal Officer, C. David Massa. The Five-Year Financial Forecast is attached as Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

APPROVAL AND ADOPTION OF RESOLUTION

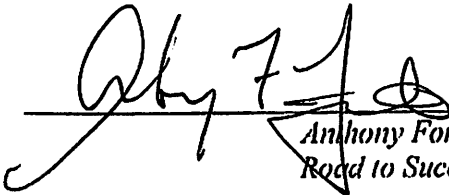
Motion to approve and adopt the Five-Year Financial Forecast (~~without~~/with)

amendment, made by A. Forte

seconded by J. Lauden

Board Member <i>Name/Initials</i>	AYE	NAY	OTHER <i>(Abstain, Absent, etc.)</i>
Kimberly Gibson	✓		
Desmond Bryant	✓		
Jon Lauden	✓		
Raymond Hutson	✓		
Aryn Bates	✓		
Anthony Forte, Chairman	✓ <i>AF</i>		

As adopted on this 20 day of May, 2021.



Anthony Forte, Chairman
Road to Success Academy

EXHIBIT A

FY21 - May 2021 submission

IRN No.: 012040

County: Franklin

Type of School: Brick & Mortar HS

Contract Term: 6/30/2021

School Name: Road to Success High School
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2018 through 2020, Actual and
the Fiscal Years Ending 2021 through 2025, Forecasted

	Actual			Forecasted				
	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 673,268	\$ 693,040	\$ 747,613	\$ 650,012	\$ 775,908	\$ 931,090	\$ 931,090	\$ 931,090
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	2,564	3,893	4,961	54,400	28,750	29,038	29,328	29,621
Total Operating Receipts	\$ 675,832	\$ 696,933	\$ 752,574	\$ 704,412	\$ 804,658	\$ 960,127	\$ 960,417	\$ 960,711
Operating Disbursements								
100 Salaries and Wages	\$ 303,657	\$ 277,820	\$ 309,084	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	42,364	93,324	129,803	-	-	-	-	-
400 Purchased Services	406,677	377,992	537,036	806,906	895,935	914,831	931,900	938,814
500 Supplies and Materials	125,952	98,990	118,110	153,260	71,275	72,701	74,155	75,638
600 Capital Outlay -New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	25,000	-	-
800 Other	7,180	8,935	6,613	926	3,000	3,060	3,121	3,184
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 885,829	\$ 857,061	\$ 1,100,646	\$ 961,092	\$ 970,210	\$ 1,015,591	\$ 1,009,175	\$ 1,017,635
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (209,997)	\$ (160,128)	\$ (348,072)	\$ (256,680)	\$ (165,552)	\$ (55,464)	\$ (48,758)	\$ (56,925)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 70,062	\$ 79,321	\$ 151,729	\$ 288,924	\$ 260,791	\$ 109,470	\$ 109,470	\$ 109,470
State Grants (3200, except 3211)	-	2,500	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	150,949	73,683	184,366	-	-	-	-	-
Debt Principal Retirement	-	-	-	(30,000)	(30,000)	(30,000)	(30,000)	(30,000)
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 221,011	\$ 155,504	\$ 336,095	\$ 258,924	\$ 230,791	\$ 79,470	\$ 79,470	\$ 79,470
Excess of Operating and Nonoperating Receipts								
Over/(Under) Operating and Nonoperating								
Disbursements	\$ 11,013	\$ (4,624)	\$ (11,977)	\$ 2,244	\$ 65,239	\$ 24,006	\$ 30,712	\$ 22,545
Fund Cash Balance Beginning of Fiscal Year	\$ 8,286	\$ 19,299	\$ 14,676	\$ 2,699	\$ 4,943	\$ 70,182	\$ 94,188	\$ 124,900
Fund Cash Balance End of Fiscal Year	\$ 19,299	\$ 14,676	\$ 2,699	\$ 4,943	\$ 70,182	\$ 94,188	\$ 124,900	\$ 147,445

Assumptions

	Actual			Forecasted				
	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
Staffing/Enrollment								
Total Student FTE	82	80	84	63	75	90	90	90
Instructional Staff	5.50	5.50	5.50	4.00	6.00	7.00	7.00	7.00
Administrative Staff	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Other Staff	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Purchased Services								
Rent	\$ 101,295	\$ 119,515	\$ 114,747	\$ 106,512	\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000
Utilities	11,155	12,311	9,099	10,000	-	-	-	-
Other Facility Costs	46,123	39,702	33,561	20,821	2,500	2,525	2,550	2,576
Insurance	37,148	37,148	37,285	6,000	6,000	6,060	6,121	6,182
Management Fee	-	-	-	129,094	141,238	148,974	148,974	148,974
Sponsor Fee	19,677	20,286	21,035	20,682	23,540	27,933	38,162	38,162
Audit Fees	28,803	29,159	28,822	29,500	29,500	30,090	30,692	31,306
Contingency	-	-	-	-	-	-	-	-
Transportation	8,000	13,132	4,762	10,000	5,000	5,050	5,101	5,152
Legal	30,500	24,367	32,815	24	35,000	35,350	35,704	36,061
Marketing	3,213	8,807	3,385	20,000	25,000	25,250	25,503	25,758
Consulting	45,089	19,932	160,530	99,779	50,538	51,043	51,554	52,069
Salaries and Wages	-	-	-	231,500	337,500	340,875	344,284	347,727
Employee Benefits	-	-	-	50,557	101,865	102,884	103,912	104,952
Special Education Services	32,000	32,000	61,000	10,000	15,000	15,150	15,302	15,455
Technology Services	15,364	1,975	8,093	27,100	24,394	24,638	24,884	25,133
Food Services	-	-	-	15,500	5,000	5,050	5,101	5,152
Other	28,311	19,658	21,902	19,837	9,860	9,959	10,058	10,159
Total	\$ 406,677	\$ 377,992	\$ 537,036	\$ 806,906	\$ 895,935	\$ 914,831	\$ 931,900	\$ 938,814
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Debt Service Coverage	0.00	0.00	0.00	1.07	3.17	1.80	2.02	1.75
Growth in Enrollment	0.00%	-2.44%	5.00%	-25.00%	19.05%	20.00%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	3.12%	7.98%	-6.40%	14.23%	19.32%	0.03%	80.00%
Growth in Non-Operating Receipts/Expenses	0.00%	-29.64%	116.13%	-22.96%	-10.87%	-65.57%	0.00%	0.00%
Days of Cash	0.01	0.02	0.01	0.00	0.01	0.07	0.09	0.12
Expenditure per FTE	\$ 10,803	\$ 10,713	\$ 13,103	\$ 15,255	\$ 12,936	\$ 11,284	\$ 11,213	\$ 11,307

Assumptions Narrative Summary

Fiscal Year 2021-2025 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Borrowings	Ending Year Balance	Debtholder/Creditor
FTE	\$ -	\$ -	\$ -	\$ -	
Loan	\$ 150,000	\$ (150,000)	\$ -	\$ -	Edison Learning
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)			\$ -	\$ -	
Total	\$ 150,000	\$ (150,000)	\$ -	\$ -	

The School has a note with the prior management company to be repaid over the 5 year period of the forecast
 School has approved a new 5 year management agreement with Fusion Ed beginning July 1 2020
 School Treasure: Dave Massa, Massa Financial

State Aid is based on FTE of 75 in FY22 with growth to 90 in future years
 The increase in per pupil funding in FY21 is the additional funding from CBI funds as higher % of FTEs in CBI course
 Other revenue represents Casino funding and 22+ funding

Salaries and Wages based on current staffing model including both instructional and administrative staff to support enrollments
 Under the new management agreement employees will be employed by the management company and expenses included in purchased services.
 Benefits includes retirement, Medicare, other employer charges, and Healthcare estimated at 30% of salaries

Purchased services are assumed to increase 1% in non-contractual related expenses
 The management fee under the new agreement is 16% of qualified revenues with an additional 2% for graduation rates.
 Sponsor is ERCO and fees are 3% of State aid
 Accounting and audit includes contract Treasurer and annual audit fees
 Rent agrees to facility lease
 Marketing includes enrollment marketing programs and marketing media
 Special education services represent third party vendor contracts to support students special education needs

Federal grants includes Title funds (I, IIA and IDEA), plus Lunch program, based on current year allocations
 In FY21, the School was awarded CARES funding of \$42,846 and CRF funding of \$3,75 in response to the COVID 19 pandemic.
 This funding is budgeted to be used for supplies, facilities, and technology purchases.
 FY22 does include the ESSER II allocation. This funding (\$156k) is budgeted to be used supplies, professional development and payroll expenses
 5 year forecast does not project ESSER III allocations or expenditures as plans have not been developed yet

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

DAVID MASSA

THIS LICENSE AWARDED TO

OH3014246

EDUCATOR STATE ID

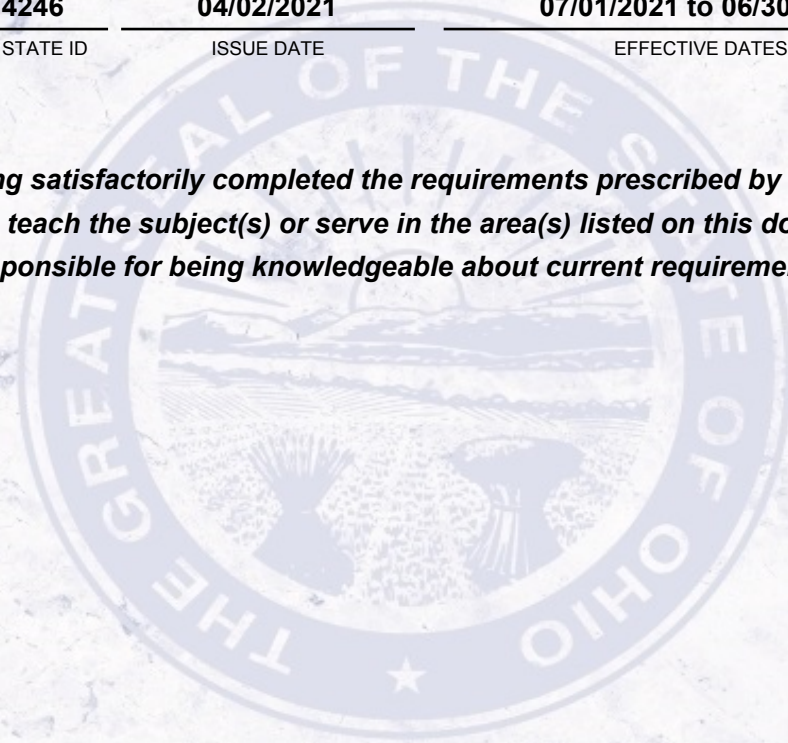
04/02/2021

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.



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 and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.

Paolo DeMauro

Superintendent of Public Instruction

Continuation
Certificate

Westfield Insurance Company

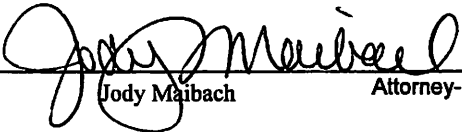
Westfield Insurance®
1 Park Circle, PO Box 5001
Westfield Center, Ohio 44251-5001

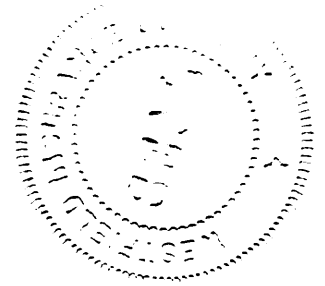
In consideration of an agreed premium payable in advance, the Bond described below is hereby continued in force for the period indicated. Continuation is subject to the condition that the maximum aggregate liability under the Bond and any and all continuations thereof shall in no event exceed the amount of liability shown herein. This endorsement shall be valid only when executed by an attorney-in-fact of this Company.

BOND NO.	BOND AMOUNT	RENEWAL PREMIUM	CONTINUED	
			FROM	TO
BND 0224046	\$ 25,000.00	\$ 390.00	2/20/2021	2/20/2024
PRINCIPAL Christopher D Massa (on behalf of Road to Success Academy)				
OBLIGEE State of Ohio				

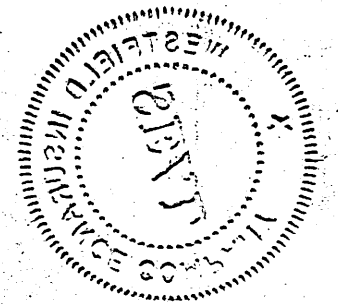
Signed, sealed and dated this 29th day of January, 2021.

O'NEILL INSURANCE AGENCY INC
Agency
111 High Street Wadsworth, OH 44281-1857
City & State

By: 
Jody Maibach Attorney-in-Fact



BD 5403 (10-2011)



07/01/2021

WESTFIELD REGIONAL SCHOOL DISTRICT
100 WESTFIELD AVENUE
WESTFIELD, MA 01096

07/01/2021

NAME	DATE	TIME	INITIALS

WESTFIELD REGIONAL SCHOOL DISTRICT
100 WESTFIELD AVENUE
WESTFIELD, MA 01096

WESTFIELD REGIONAL SCHOOL DISTRICT
100 WESTFIELD AVENUE
WESTFIELD, MA 01096

CERTIFIED COPY

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Jody Maibach** of **Wadsworth** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver

Bond Number: **BND 0224046**
Principal Name: **Christopher D Massa**
Obligee Name: **State of Ohio**
Bond Penalty: \$ **25,000.00**

and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, **Westfield Insurance Company** has caused these presents to be signed by their **Senior Executive** and their corporate seal to be hereto affixed this **17th** day of **December 2019**.

By: **Gary W. Stumper**, *National Surety Leader and Senior Executive*

Affixed
Corporate
Seal



CERTIFICATE

I, **Frank Carrino**, Secretary of the **Westfield Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **29th** day of **January**, A.D., **2021**.

By: **Frank Carrino**, *Secretary*

State of Ohio
County of Medina ss:

On this **17th** day of **December**, A.D., **2019**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of **Westfield Insurance Company** the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By:
David A. Kotnik, *Attorney at Law, Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

CERTIFICATION OF RESOLUTION
FOURTH ADDENDUM TO THE FISCAL OFFICER AGREEMENT

ROAD TO SUCCESS ACADEMY
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of North Columbus Drop Back In, dba Road to Success Academy, (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the Road to Success Academy Board of Directors adopts the Fourth Addendum to the Fiscal Officer Agreement, retaining the services of the School's designated Fiscal Officer, C. David Massa. The Fourth Addendum to the Fiscal Officer Agreement is attached as Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

APPROVAL AND ADOPTION OF RESOLUTION

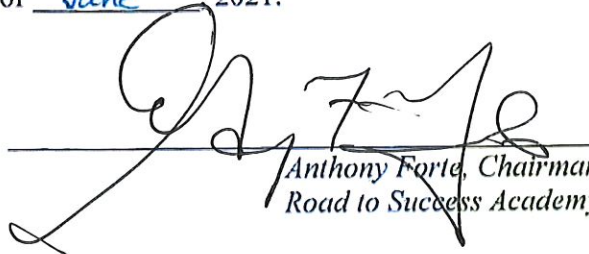
Motion to approve and adopt the Fourth Addendum to the Fiscal Officer Agreement

without / with) amendment(s), made by K. Gibson

seconded by J. Lauden

Board Member Name/Initials	AYE	NAY	OTHER (Not Present, Abstain, Etc.)
Kimberly Gibson	✓		
Desmond Bryant	✓		
Jon Lauden	✓		
Raymond Hutson	✓		
Chris Gawronski	✓		
Anthony Forte, Chairman	✓ <i>AF</i>		

Adopted by a vote of the Board on this 17 day of June 2021.



 Anthony Forte, Chairman
 Road to Success Academy

EXHIBIT A



Massa
Financial Solutions, LLC

FOURTH AMENDMENT TO FISCAL OFFICER AGREEMENT

This Fourth Amendment to the July 1, 2015, Fiscal Officer Agreement (the "Amendment") is an amendment to the Fiscal Officer Agreement by and between **The Road to Success Academy** ("the School"), and **Massa Financial Solutions, LLC** ("Massa" or "Contractor"), and shall become effective as of July 1, 2021.

The parties herby agree that in recognition of the additional work and fiscal requirements associated with the various ESSER funds that have been allocated to the School, the Fiscal Officer Agreement shall be modified as follows:

Compensation

In consideration for Contractor's full and timely performance of the Services set forth in the Proposal throughout the Contracting Period, the School shall pay Contractor the sum of \$23,000 annually through the expiration of the ESSER funding, which is currently September 2024. Thereafter the services and related fees will be revisited to exclude the ESSER services.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this First Amendment to Fiscal Officer Agreement as of the date set forth in the first paragraph above.

MASSA FINANCIAL SOLUTIONS, LLC

C. David Massa, Owner
E-mail: dave@massasolutionsllc.com

Board President
The Road to Success Academy

EXHIBIT A:

**ERCO
SELF-EVALUATION OF FINANCIAL GOALS AND MEASUREMENTS**

School: Road to Success Academy

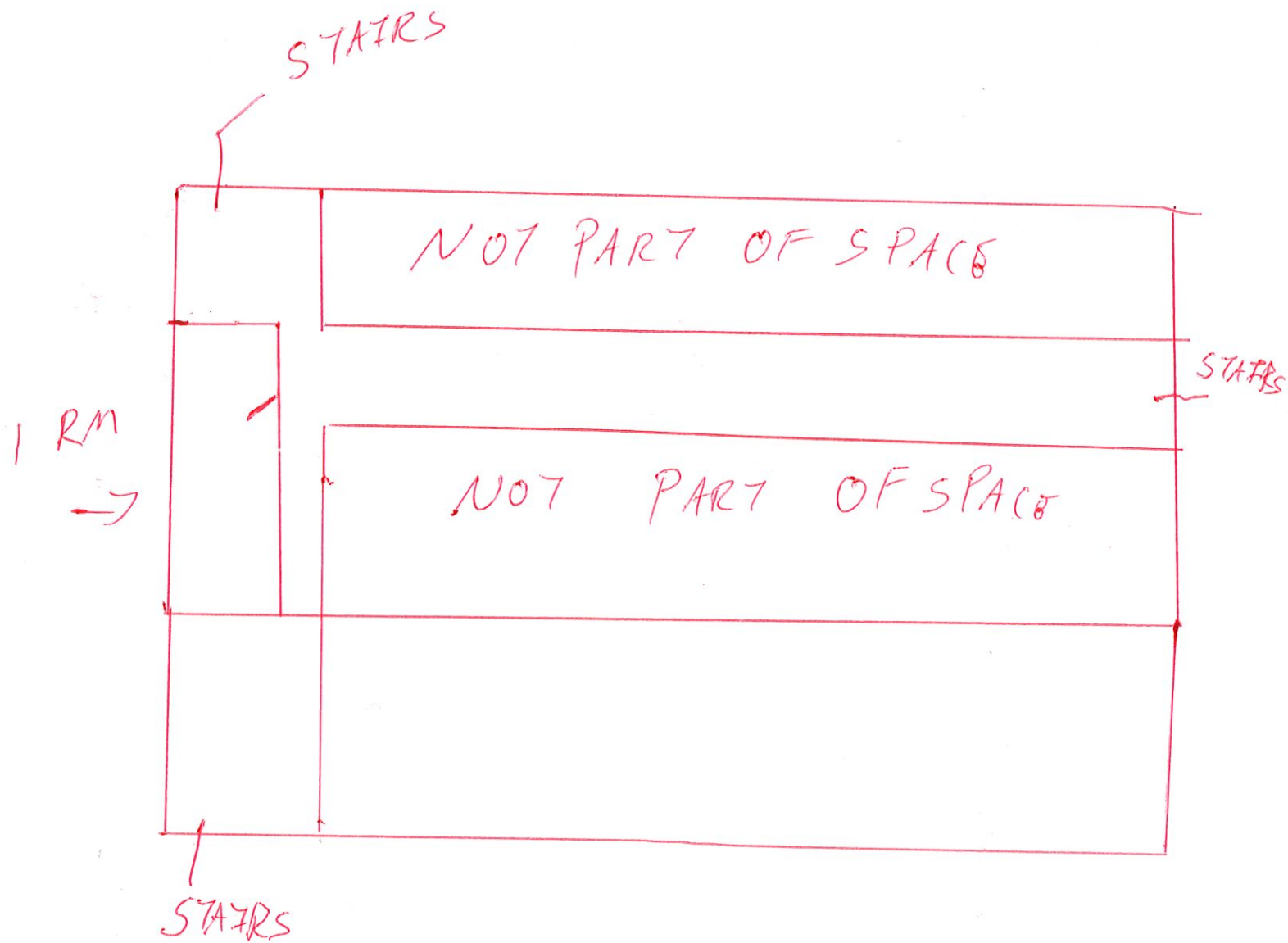
Date: 6/11/2021

GOALS	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
School manages cash flow and maintains reserves to cover operating expenses.	2	2	2	3	3
School pays financial obligations to creditors and vendors in a timely manner.	2	2	2	3	3
School is able to pay the majority of its bills within 30 days.	2	2	2	3	3
School maintains healthy balance between the debt and monthly income.	2	2	2	3	3
School has repayment plans in place to reduce debt over 60 days outstanding.	2	2	2	3	3
School's projected annual expenses based on YTD expenditures closely align with projected annual revenue.	2	2	2	3	3
School's financial reporting to government agencies is current and compliant.	3	3	3	3	3
School financial reporting to the sponsor is prompt, consistent and accurate	3	3	3	3	3
Scoring: 4 = Exceeds expectations 3 = Meets expectations 2 = Approaches expectations 1 = Below expectations	Directions: Complete for current year and each remaining year of your Sponsorship Agreement				

41101

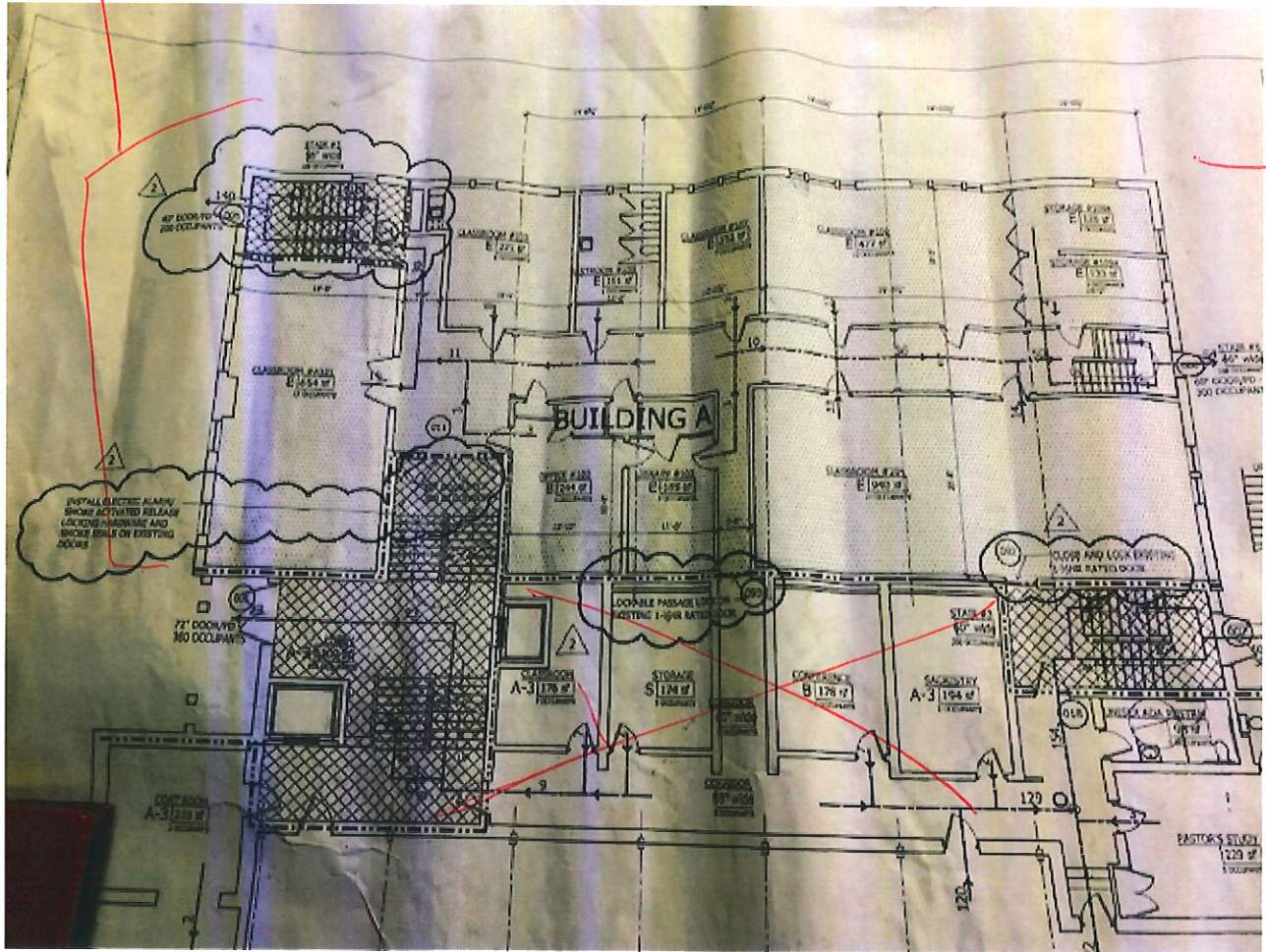
Attachment 5

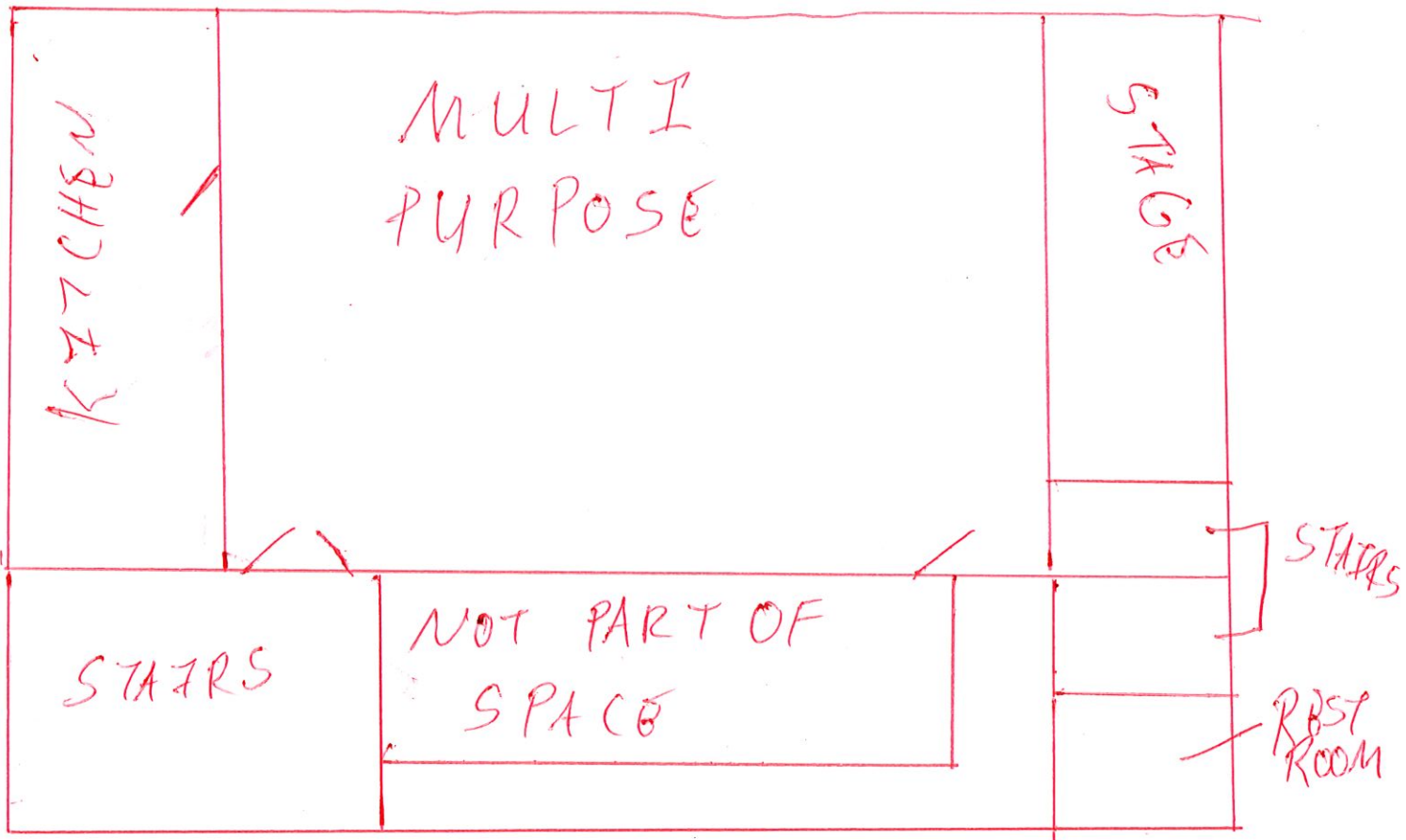
- A. Description of Facility
- B. Suspension and/or School Closing Procedures
- C. Facility Lease Agreement



1ST FL

2ND FL





3RD FL

Suspension and/or School Closing Procedures

The School will comply with the following statutory provisions; R.C. 3314.44, R.C. 3314.351, R.C. 3314.023, R.C. 3314.35, R.C. 3314.074, R.C. 3314.0210, and R.C. 3314.051. In addition, the School will comply with any other relevant statutory provisions, administrative code provisions, rules adopted by the Ohio Department of Educations, and requirements of the sponsor relating to the closure of the School.

CERTIFICATION OF RESOLUTION

LEASE AGREEMENT WITH
TRUE LOVE MINISTRIES

Road to Success Academy
(Ohio Non-Profit Corporations)

The Governing Authority (the "Board") of North Columbus Drop Back In, dba **Road to Success Academy** (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the School Board of Directors adopts the lease agreement with True Love Ministries (1634 Minnesota Avenue Columbus, OH 43211), subject to legal review and authorizing Chairman Forte to approve and execute the agreement.

APPROVAL AND ADOPTION OF RESOLUTION

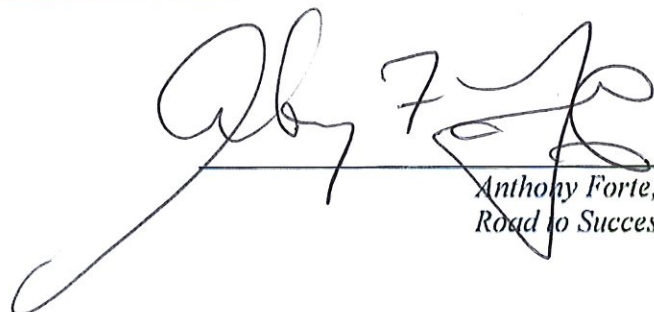
Motion to grant authority to the Chairman to approve and execute the lease agreement , subject to legal review (without/with)

amendments, made by K. Gibson

seconded by R. Hutson.

Board Member Name/Initials	AYE	NAY	OTHER (Abstain, Not Present, etc.)
Kimberly Gibson	✓		
Desmond Bryant			✓
Jon Lauden	✓		
Raymond Hutson	✓		
Aryn Bates			✓
Anthony Forte, Chairman	✓ <i>AF</i>		

As adopted on this 11 day of June, 2021.



Anthony Forte, Chairman
Road to Success Academy

LEASE AGREEMENT

BETWEEN

TRUE LOVE MINISTRIES, INC.

AND

**NORTH COLUMBUS DROP BACK IN dba ROAD TO SUCCESS
ACADEMY**

DATED June 24, 2021

LEASE AGREEMENT

THIS LEASE is executed as of the 24 day June, 2021, by and between True Love Ministries, Inc. an Ohio non-profit corporation ("Landlord"), and North Columbus drop Back In dba Road to Success Academy an Ohio non-profit corporation. ("Tenant").

WITNESSETH:

ARTICLE 1 - LEASE OF PREMISES

Section 1.01. Basic Lease Provisions and Definitions

- A. Leased Premises (shown cross hatched on Exhibit A attached hereto): approximately 9,600 square feet located on portions of the first, second and third floors of 1634 Minnesota Ave., Columbus, Ohio 43211 (the "Building"). The Building is located on a Parcel identified by the Franklin County Auditor as 010-067136-00, which consists of a building with multiple tenants that have common utilities and adjacent parcels that serve the Building being Franklin county Auditor Parcel Numbers 010-059461 and 010-060001 (the "Property" as described in Exhibit A). In addition Tenant shall the right to use the common areas servicing the leased Premises and the parking lot that provides parking to the Building. Landlord shall have the right to use the third floor (the kitchen and multipurpose room) of the Leased Premises on Saturdays from noon through midnight. The Tenant in recognition of the Landlord's use of the adjacent facilities as a church shall not occupy the Lease Premises on Sundays unless the parties agree otherwise.
- B. The term "Lease Year" means a period of twelve (12) consecutive calendar months. The first Lease Year shall commence on the Commencement Date and shall end on midnight on the day immediately prior to the first anniversary of the Commencement Date.
- C. Annual Rent: **For Base Term Lease Year One (1) the sum of Eighty-Four Thousand Dollars (\$84,000.00)** payable in advance upon the first day of each calendar month, in **Twelve (12)** equal installments, each in the amount of **Seven Thousand Dollars (\$7,000.00)** per month.

For First Renewal Term Lease Years Two (2) through Four (4) (the "First Renewal Term") each year's annual base rental shall be **Eighty-Four Thousand Dollars (\$84,000.00)**, payable in advance upon the first day of each calendar month, in **Twelve (12)** equal installments of **Seven Thousand Dollars (\$7,000.00)** per month.

For Second Renewal Term Lease Years Five (5) through Nine (9) (the "Second Renewal Term") each year's annual base rental shall be **Eighty-Seven Thousand three Hundred Sixty Dollars (\$87,360.00)**, payable in advance upon the first day of each calendar month, in **Twelve**

(12) equal installments of **Seven Thousand Two Hundred Eighty Dollars (\$7,280.00)** per month.

D. Lease Term: **July 1, 2021 through June 30, 2022** (the "Base Term"). Tenant shall have two (2) sequential optional lease terms (the "Optional Lease Terms"). **July 1, 2022 through June 30, 2025** (the "First Renewal Term") **July 1, 2025 through June 30, 2030** (the "Second Renewal Term"). Tenant may exercise the First Renewal Term by giving Landlord written notice of such exercise at least three (3) calendar months prior to the expiration of the Base Term. Tenant may request to exercise the Second Renewal Term by giving Landlord written notice of such exercise at least fourteen (14) calendar months prior to the expiration of the First Renewal Term. Landlord shall either accept the request or reject it in writing within twenty (20) days of receipt. If the Landlord does not give to Tenant a written rejection notice of the exercise of the Second Renewal Term within twenty (20) days of receipt of the request, then the request for a Second Renewal Term shall be deemed accepted by the Landlord. If the Landlord rejects the request for the Second Renewal Term, then the parties shall meet within ten (10) days to discuss why the request was rejected and shall in good faith seek to resolve any outstanding issues and agree to a lease term extension. Such discussions shall occur for a period of no less than thirty (30) days, unless the parties mutual agree in writing that the discussion shall not continue as to do so is useless. During the Base Term and the Renewal Term, the Landlord shall not enter into a lease for the Leased Premises with another party for the period of July 1, 2025 through June 30, 2030, without first giving the Tenant the right to enter into a lease with the Landlord on identical terms to those being offered to a third party for the Leased Premises.

F. Commencement Date: **July 1, 2021**

G. Broker(s): Landlord and Tenant hereby acknowledge that no broker or real estate agent has been involved in this transaction.

H. Permitted Use: Approximately 9,600 sq. ft. of school space.

K. Address for notices:

Landlord: True Love Ministries, Inc.
Attn: Sherwin Armistead
1634 Minnesota Ave.
Columbus, Ohio 43211

Tenant: Road to Success Academy
Attn: Board Chair
1634 Minnesota Ave.
Columbus, Ohio 43211

With a copy to:

Sean a. McCarter, Esq.
1086 North 4th St. Ste 105
Columbus, Ohio 43201

Address for rental and other payments:

True Love Ministries, Inc.
Attn: Sherwin Armistead
1634 Minnesota Ave.
Columbus, Ohio 43211

Section 1.02. Leased Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord, under the terms and conditions herein, the Leased Premises.

ARTICLE 2 - TERM AND POSSESSION

Section 2.01. Term. The term of this Lease ("Lease Term") shall be for the period of time and shall commence on the Commencement Date described in the Basic Lease Provisions.

Section 2.02. Construction of Tenant Improvements. Landlord has represented to the Tenant that the Leased Premises are in a condition suitable for use as a school and approved for occupancy as a school. Tenant is relying upon this representation. Landlord shall construct in a good and workmanlike manner the improvements designated as Landlord's obligations in the attached Exhibit B which shall be in accordance with and at the expense of the party indicated on Exhibit B which shall be completed no later than July 31, 2021. In addition, Landlord shall either pay directly or allow the Tenant to deduct from rent, any repairs required in order to obtain approval from any governmental authority with the requisite authority approval authority the necessary right of occupancy of the Leased Premises as a school. Landlord and Tenant may agree in writing in the future to permanent improvements installed by Tenant for which Landlord will grant to Tenant a credit against future rent.

Section 2.03. Surrender of the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Leased Premises to Landlord in broom-clean condition and in good condition and repair. All Tenant property which is not removed within ten (10) days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned by Tenant, and Landlord shall be entitled to dispose of such property at Tenant's cost without thereby incurring any liability to Tenant. The provisions of this section shall survive the expiration or other termination of this Lease.

Section 2.04. Holding Over. If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall become a tenant from month to month at **125%** of the Monthly Rental Installment in effect at the end of the Lease Term, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent in such event shall not result in a renewal of this Lease, and Tenant shall vacate and surrender the Leased Premises to Landlord upon Tenant being given thirty (30) days' prior written notice from Landlord to vacate whether or not said notice is given on the rent paying date. This Section 2.04 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

ARTICLE 3 - RENT

Section 3.01. Rent. Tenant shall pay to Landlord the Annual Rent in the Monthly Rental Installments, in advance, without deduction or offset of any kind or nature whatsoever unless provided for in this Lease or by separate agreement, beginning on the Commencement Date and on or before the first day of each and every calendar month thereafter during the Lease Term. The Monthly Rental Installment for partial calendar months shall be prorated based upon a thirty (30) day month.

Section 3.02. Late Charges. Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to timely pay any payment required hereunder. Therefore, in addition to the other remedies available to Landlord hereunder, If the entire rent installment is not received by the **Landlord** by the fifth day of each month, the rent for that month will be **increased by 5%** of the remaining balance and after the fifth day the rent will be increased by 1% per day until the balance is paid in full: i.e., if the monthly rent is \$1,000.00 and is paid on the 5th day of the month, the balance due will be \$1,050.00, if paid on the eighth day of the month, the balance due will be \$1,080.00.

ARTICLE 4 - USE

Section 4.01. Use of Leased Premises. The Leased Premises are to be used by Tenant solely for the Permitted Use and for no other purposes without the prior written consent of Landlord.

Section 4.02. Covenants of Tenant Regarding Use. Tenant shall (i) use and maintain the Leased Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) comply with all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon Landlord or Tenant any duty with respect to or be triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises, and (iii) comply with and obey all reasonable directions of the Landlord, including any rules and regulations that may be adopted by Landlord from time to time. Tenant shall not do or permit anything to be done in or about the Leased Premises or common areas which constitutes a nuisance or which interferes with the rights of other tenants or injures or annoys them. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Building of its lease or of any rules and regulations. Tenant shall not overload the floors of the Leased Premises. All damage to the floor structure or foundation of the Building due to improper positioning or storage of items or materials shall be repaired by Landlord at the sole expense of Tenant, who shall reimburse Landlord immediately therefor upon demand. Tenant shall not use the Leased Premises, or allow the Leased Premises to be used, for any purpose or in any manner which would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy unless Tenant reimburses Landlord as Additional Rent for any increase in premiums charged.

Section 4.03. Landlord's Rights Regarding Use. In addition to the rights specified elsewhere in this Lease, Landlord shall have the following rights regarding the use of the Leased Premises or the common areas, each of which may be exercised without notice or liability to Tenant, (a) Landlord may install such signs, advertisements, notices or tenant identification information as it shall deem necessary or proper; (b) Landlord shall have the right at any time to control, change or otherwise alter the common areas as it shall deem necessary or proper; and (c) Landlord or Landlord's agent shall be permitted to inspect or examine the Leased Premises at any reasonable time upon reasonable notice (except in an emergency when no notice shall be required), and

Landlord shall have the right to make any repairs to the Leased Premises which are necessary for its preservation. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefor.

ARTICLE 5- UTILITIES AND OTHER SERVICES

Section 5.01. Janitorial Service. Janitorial service will be provided by the Landlord to the Leased Premises.

Section 5.02. Heating, Ventilating, and Air Conditioning. Landlord agrees to furnish heating for comfortable occupancy of the Leased Premises under normal business operations from 7:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 1:30 p.m. on Saturdays, with Sundays and holidays excepted.

Section 5.03. Electric Service. Landlord agrees to provide electrical service in the Building, and Tenant shall obtain all such services used in the Leased Premises from Landlord. No additional charge shall be made to the Tenant for electrical service.

Section 5.04. Elevator Service. No elevator services.

Section 5.05. Water Service. Landlord agrees to provide water from City of Columbus mains for drinking, lavatory, and toilet purposes drawn through fixtures installed by Landlord. No additional charge shall be made to the Tenant for water service.

Section 5.06. Telephone and Internet Service. Tenant may obtain telephone and internet service in its own name.

Section 5.07. Interruption of Services. Landlord does not warrant that any of the services mentioned above will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God, or the enemy, government action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of Landlord to obtain fuel or supplies, or any other causes beyond the reasonable control of Landlord. Any such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from the performance of any of Tenant's obligations under this Lease.

ARTICLE 6 - MAINTENANCE AND REPAIRS

Section 6.01. Repairs. Landlord agrees to make all usual and customary repairs to the Leased Premises, excluding repairs to any special coverings of walls, partitions, floors, or ceilings installed by or at the request of Tenant, and to repair and maintain the common areas of the Building. All such repairs and maintenance shall be at the cost and expense of Landlord, except the cost of any repairs that are occasioned by the negligence or willful misconduct of Tenant or its agents, employees, customers, licensees or invitees, which cost shall be borne by and billed directly to Tenant, shall constitute additional rent due under this Lease, and shall be due and payable within ten (10) days after Tenant's receipt of each such bill.

Section 6.02. Structural Repairs. During the term of this Lease, Landlord shall maintain in good condition and repair, and replace as necessary, the roof, exterior walls, foundation and structural frame of the Building and the parking and landscaped areas; provided, however, that to the extent any of the foregoing items require repair because of the negligence, misuse, or default of Tenant, its employees, agents, customers or invitees, Landlord shall make such repairs solely at Tenant's expense.

Section 6.03. Alterations. Tenant shall not permit alterations in or to the Leased Premises unless and until the plans and specifications for such alterations have been approved by Landlord in writing (which approval shall not be unreasonably withheld or delayed). Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for, or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing.

ARTICLE 7 - CASUALTY

Section 7.01. Casualty. In the event of total or partial destruction of the Building or the Leased Premises by fire or other casualty, Landlord agrees to promptly restore and repair the Leased Premises; provided, however, Landlord's obligation hereunder shall be limited to the reconstruction of such of the tenant finish improvements as were originally required to be made by Landlord, if any. Rent shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are (i) so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days from the casualty date; or (ii) destroyed by a casualty which is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Leased Premises; then, in case of a clause (i) casualty, either Landlord or Tenant may, or, in the case of a clause (ii) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing, and thereafter, neither party shall have any obligation to the other hereunder.

Section 7.02. Fire and Extended Coverage Insurance. During the Lease Term, Landlord shall maintain all risk coverage insurance on the Building, but shall not protect Tenant's property located on or about the Leased Premises. Landlord shall not be liable for any damage to Tenant's property, regardless of cause, including the negligence of Landlord and its employees, agents and invitees. Tenant hereby expressly waives any right of recovery against Landlord for damage to any property of Tenant located in or about the Leased Premises, however caused, including the negligence of Landlord and its employees, agents and invitees. Notwithstanding the provisions of Section 8.01 below, Landlord hereby expressly waives any rights of recovery against Tenant for damage to the Leased Premises or the Building which is insured against under

Landlord's all risk coverage insurance. All insurance policies maintained by Landlord or Tenant as provided in this Lease shall contain an agreement by the insurer waiving the insurer's right of subrogation against the other party to this Lease.

ARTICLE 8 - LIABILITY INSURANCE

Section 8.01. Tenant's Responsibility. Landlord shall not be liable to Tenant or to any other person for (i) damage to property or injury or death to persons due to the condition of the Leased Premises, the Building or the common areas, or (ii) the occurrence of any accident in or about the Leased Premises or the common areas, or (iii) any negligent or criminal act or neglect of Tenant or of any other tenant or occupant of the Building or of any other person, and Tenant hereby releases Landlord from any and all liability for the same. Tenant shall be liable for, and shall indemnify and defend Landlord from, any and all liability for (i) any act or neglect of Tenant and any person coming on the Leased Premises or common areas by the license of Tenant, express or implied, (ii) any damage to the Leased Premises, and (iii) any loss of or damage or injury to any person (including death resulting therefrom) or property occurring in, on or about the Leased Premises, regardless of cause, except for any loss or damage to the Building or the Leased Premises from fire or casualty insured against as provided in Section 7.02 and except for that caused solely and directly by Landlord's negligence. This provision shall survive the expiration or earlier termination of this Lease.

Section 8.02. Tenant's Insurance. Tenant shall obtain general public liability and property damage insurance, issued by one or more insurance companies acceptable to Landlord, with the following minimum coverages:

- A. Commercial General Liability Insurance, including blanket contractual liability, broad form property damage, personal injury, completed operations, products liability, and fire damage: Not less than \$2,000,000 Combined Single Limit for both bodily injury and property damage.
- B. All Risk Coverage, Vandalism and Malicious Mischief, and Sprinkler Leakage insurance, if applicable, for the full cost of replacement of Tenant's property.

The insurance policies described in this Section 8.02 shall protect Tenant and Landlord as their interests may appear, naming Landlord and Landlord's managing agent (if any) and mortgagee as additional insureds, and shall provide that the insurance policies may not be canceled on less than thirty (30) days' prior written notice to Landlord.

ARTICLE 9 - EMINENT DOMAIN

If all or any substantial part of the Building or common areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date that actual possession thereof is so taken. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain so that the Leased Premises shall become unusable by Tenant for the Permitted Use, Tenant may terminate this Lease as of the date that actual possession thereof is taken by giving written notice to Landlord. All damages awarded shall belong to Landlord;

provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

ARTICLE 10 - ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent.

ARTICLE 11 - LANDLORD'S TITLE AND TRANSFERS BY LANDLORD

Section 11.01. Landlord's Title. Landlord is the owner of the Building and related appurtenances.

Section 11.02. Sale of Leasehold Estate. Landlord shall have the right to sell its ownership of the Building and related appurtenances at any time during the Lease Term, subject only to the rights of Tenant hereunder; and such sale shall operate to release Landlord from liability hereunder after the date of such conveyance.

Section 11.03. Subordination and Estoppel Certificate. Landlord shall have the right to subordinate this Lease to any mortgage presently existing or hereafter placed upon the Building. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost, any instrument which Landlord deems necessary or desirable to confirm the subordination of this Lease and an estoppel certificate in such form as Landlord may reasonably request certifying (i) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (ii) the date to which rent has been paid, (iii) that there are not, to Tenant's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (iv) any other matters or state of facts reasonably required respecting the Lease. Such estoppel may be relied upon by Landlord and by any purchaser or mortgagee of the Building or any purchaser or mortgagee of Landlord's interest in the Master Lease. Notwithstanding the foregoing, if any mortgagee shall take title to the Leased Premises through foreclosure, deed in lieu of foreclosure, or other proceeding, Tenant shall be allowed to continue in possession of the Leased Premises as provided for in this Lease so long as Tenant shall not be in default under this Lease.

ARTICLE 12 - DEFAULT AND REMEDY

Section 12.01. Default. The occurrence of any of the following shall be a "Default":

(a) Tenant fails to pay any Monthly Rental Installment or Additional Rent after the same is due, or Tenant fails to pay any other amounts due Landlord from Tenant within five (5) days after the same is due.

(b) Tenant fails to carry the policies of insurance required hereunder and/or fails to deliver to Landlord the Certificates of Insurance required hereunder.

(c) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease.

(d) All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within sixty (60) days thereafter); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's corporate charter if Tenant is a corporation.

Section 12.02. Remedies. Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

(a) If the Tenant does not pay any sum owed to the Landlord, the Landlord may terminate this Lease, and thereafter (i) neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises, and Tenant shall immediately surrender the Leased Premises to Landlord; and (ii) Landlord may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove Tenant's signs, equipment, furnishings and other personal property therefrom, and place said property in storage at Tenant's expense. If Tenant fails to reclaim said property and to pay all expenses incurred in its removal and storage within a period of twenty (20) days after its removal, Landlord may, in its sole discretion, either continue to store said property at Tenant's expense or sell said property at public or private sale, with notice, and to apply the net proceeds thereof (after the payment of all costs and expenses incurred in such removal, storage, and sale) to any Base Rent, additional rent, or other indebtedness owed by Tenant to Landlord.

Section 12.03. Landlord's Default and Tenant's Remedies. Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same.

Section 12.04. Limitation of Landlord's Liability. If Landlord shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Building for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

Section 12.05. Nonwaiver of Defaults. Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the Lease Term shall be deemed an acceptance of a surrender of Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

Section 12.06. Landlord's Rights Upon Termination or Abandonment. In addition to the rights and remedies specified in Section 13.02 hereof, upon the termination of this Lease in any manner or for any reason whatsoever (including the expiration of the Lease Term), or upon the vacation or abandonment of the Leased Premises by Tenant prior to the end of the Lease Term, Tenant shall remove Tenant's signs, equipment, furnishings, and other personal property therefrom (including all such property owned by persons claiming rights of use or occupancy under or through Tenant), and vacate and deliver up the Leased Premises to Landlord peaceably and quietly in as good order and condition as the same are now or may hereafter be improved by landlord or Tenant, reasonable use and wear thereof, taking under the power of eminent domain, and repairs that are Landlord's responsibility excepted. In the event of such termination or abandonment, Tenant hereby grants Landlord full and free license to enter into and upon the Leased Premises with process of law to expel or remove Tenant and any others who may be using or occupying the Leased Premises and to remove any and all such property therefrom, using such force as allowed by law, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and without relinquishing any right or remedy given to Landlord under this Lease or by operation of law. Any such property that is not removed by Tenant at the termination of this Lease [or within forty-eight (48) hours after the termination by reason of Tenant's committing an Event of Default hereunder] may be disposed of by Landlord in the manner described in Section 12.02 hereof. All alterations, additions, and improvements made to or installed in the Leased Premises by Landlord at Landlord's expense shall remain Landlord's property, and Tenant shall not remove any such property at any time without the prior consent of Landlord.

Section 12.07 Remedies Cumulative. All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other right of remedy allowed by law.

ARTICLE 13 - QUIET ENJOYMENT

Landlord covenants that, upon Tenant's paying before delinquency each installment of Base Rent, additional rent and other moneys owed by Tenant under this Lease and observing and performing in a timely manner all other terms, covenants, and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Leased Premises, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE 14 - TENANT'S RESPONSIBILITY REGARDING ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.

Section 14.01. Definitions.

a. "Environmental Laws" - All present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, the rules and regulations of the Federal Environmental Protection Agency, the Ohio Environmental Protection Agency, or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises.

b. "Hazardous Substances" - Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws.

Section 14.02. Compliance. Tenant, at its sole cost and expense, shall promptly comply with the Environmental Laws including any notice from any source issued pursuant to the Environmental Laws or issued by any insurance company which shall impose any duty upon Tenant with respect to the use, occupancy, maintenance or alteration of the Leased Premises whether such notice shall be served upon Landlord or Tenant.

Section 14.03. Restrictions on Tenant. Tenant shall operate its business and maintain the Leased Premises in compliance with all Environmental Laws. Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry.

Section 14.04. Notices, Affidavits, Etc. Tenant shall immediately notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of the Environmental Laws on, under or about the Leased Premises, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Leased Premises and shall immediately deliver to Landlord any notice received by Tenant relating to (i) and (ii) above from any source. Tenant shall execute affidavits, representations and the like within five (5) days of Landlord's request therefor concerning

Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

Section 14.05. Landlord's Rights. Landlord and its agents shall have the right, but not the duty, upon advance notice (except in the case of emergency when no notice shall be required) to inspect the Leased Premises and conduct tests thereon to determine whether or the extent to which there has been a violation of Environmental Laws by Tenant or whether there are Hazardous Substances on, under or about the Leased Premises. In exercising its rights herein, Landlord shall use reasonable efforts to minimize

interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby.

Section 14.06 Landlord's Representation. Notwithstanding anything contained in this Article 14 to the contrary, Tenant shall not have any liability to Landlord under this Article 14 resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Leased Premises prior to the Commencement Date of this Lease.

ARTICLE 15- MISCELLANEOUS

Section 15.01. Benefit of Landlord and Tenant. This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

Section 15.02. Governing Law and Jurisdiction. This Lease shall be governed in accordance with the laws of the State of Ohio. Tenant is not waiving any immunity it possesses.

Section 15.03. Force Majeure. Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

Section 15.04. Examination of Lease. Submission of this instrument for examination or signature to Tenant does not constitute a reservation of or option for Lease, and it is not effective as a Lease or otherwise until execution by and delivery to both Landlord and Tenant.

Section 15.05. Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address specified in Article 1. If delivered in person, notice shall be deemed given as of the delivery date. If sent by overnight courier, notice shall be deemed given as of the first business day after sending. If mailed, the notice shall be deemed to have been given on the date which is three (3) business days after mailing. Either party may change its address by giving written notice thereof to the other party.

Section 16.06. Partial Invalidity; Complete Agreement. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

Section 16.7. Representations and Warranties. The undersigned represent and warrant that (i) such party is duly organized, validly existing and in good standing (if applicable) and in full force and effect (if applicable) in accordance with the laws of the state under which it was organized; and (ii) the individual executing and delivering this Lease has been properly authorized to do so, and such execution and delivery shall bind such party.

Section 16.8. Exclusive School in the Building. Landlord will not provide by any means space to any other community school formed pursuant to Ohio Revised Code chapter 3314 in the Building, without the Tenant's written consent to do so.

Section 16.9. Signage. Tenant may at its own cost erect a sign on the West side of the Building in a location and manner acceptable to the Landlord.

Section 16.9. Tenant Early Termination Right. Notwithstanding anything contained herein to the contrary, Tenant may, upon ninety (90) days' written notice to Landlord in the event that Tenant's Sponsor, The Educational Resource Consultants of Ohio or any successor (A) terminates their contract known as sponsor contract pursuant to Chapter 3314 of the Ohio Revised Code (the "Sponsor Contract"), (B) fails to renew the Sponsor Contract, or (C) discontinues its sponsorship of Tenant as a community school under Chapter 3314 of the Ohio Revised Code (the "Early Termination Due to Lost of Sponsor Notice"). In the event this Lease is terminated pursuant to this Section, neither party shall have any obligation to the other as of the ninety first (91st) day or such later date selected by the Tenant, after Landlord's receipt of the Early Termination Due to Lost of Sponsor Notice, except for any term and/or condition herein which expressly survives the termination and/or expiration of this Lease. However, that Tenant shall pay to Landlord (i) all sums due and owing by Tenant to Landlord up to and including the Early Termination Date, within fifteen (15) days after said sums are demanded by Landlord. Any sums which have not been exactly determined by Landlord as of the Early Termination Date shall be paid by Tenant to Landlord within fifteen (15) days after receipt by Tenant of a statement for said sums. The obligation of Tenant to pay any and all such sums owed through the Early Termination Date, shall survive the termination of this Lease.

Section 16.9. Sponsor Approval Required This Lease is contingent upon the approval of Tenant's Sponsor Educational Resource Consultants of Ohio pursuant to the consent attached hereto as Exhibit C.

Remainder of page intentionally blank

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

LANDLORD:

TRUE LOVE MINISTRIES, INC
an Ohio corporation

By: Pastor Sherwin Armistead
Sherwin Armistead, Pastor

TENANT:

North Columbus drop Back In
An Ohio not for profit corporation
dba Road to Success Academy

By: Anthony Forte
Anthony Forte, Board Chair

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared Sherwin Armistead, a Pastor of True Love Ministries, Inc., who acknowledged the execution of the above Lease Agreement for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 24 day of JUNE, 2021.



Sean A. McCarter
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

[Signature]
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared Anthony Forte, the Board Chair of North Columbus Drop Back In, who acknowledged the execution of the above Lease Agreement for and on behalf of said business.

WITNESS my hand and Notarial Seal this 23 day of JUNE,



Sean A. McCarter
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

[Signature]
Notary Public

EXHIBIT A

Depiction of Leased Premises and Real Property Descriptions

EXHIBIT B

IMPROVMENTS TO BE DONE BY LANDLORD

Landlord shall repair and improve the following items:

- 1. Flashing and Façade repairs on the exterior of the Building at the entrance in the alley.**
- 2. The floors of the second level of the Leased Premises shall be stripped, cleaned polished and sealed.**
- 3. The third-classroom located on the second floor of the Leased Premises shall have the lath and plaster work repaired which was damaged by a water leak.**
- 4. The Office storage room on the second floor of the Leased Premises shall be repaired to remedy the damage cause by a water leak.**
- 5. The room on the first level that is part of the Leased Premises shall be cleaned out and all personal property removed.**

EXHIBIT C

Educational Resource Consultants of Ohio hereby consents to the to Lease entered into between True Love Ministries, Inc. as the Landlord and North Columbus Drop Back In which operates Road to success Academy as the Tenant, dated June ____, 2021. Educational Resource Consultants of Ohio, assumes no liability with regard to the to Lease.

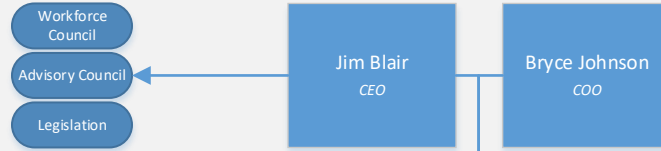
Educational Resource Consultants of Ohio, Inc.

By: J. Leonard Harding, Executive Director

Date

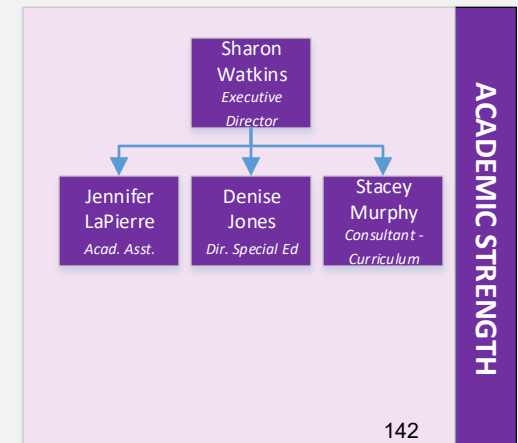
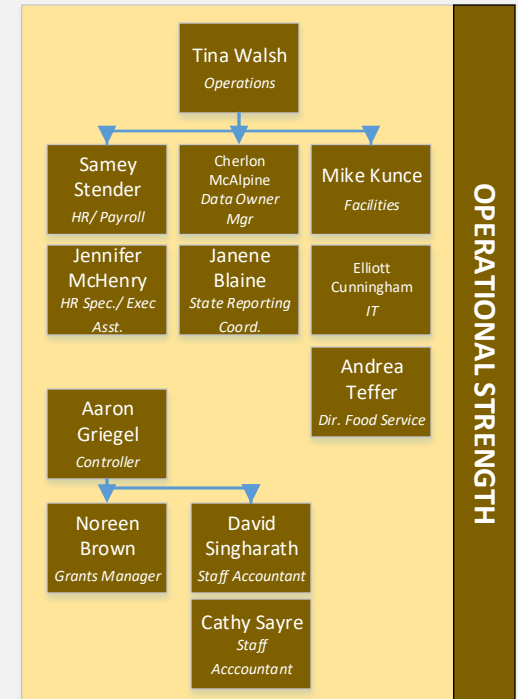
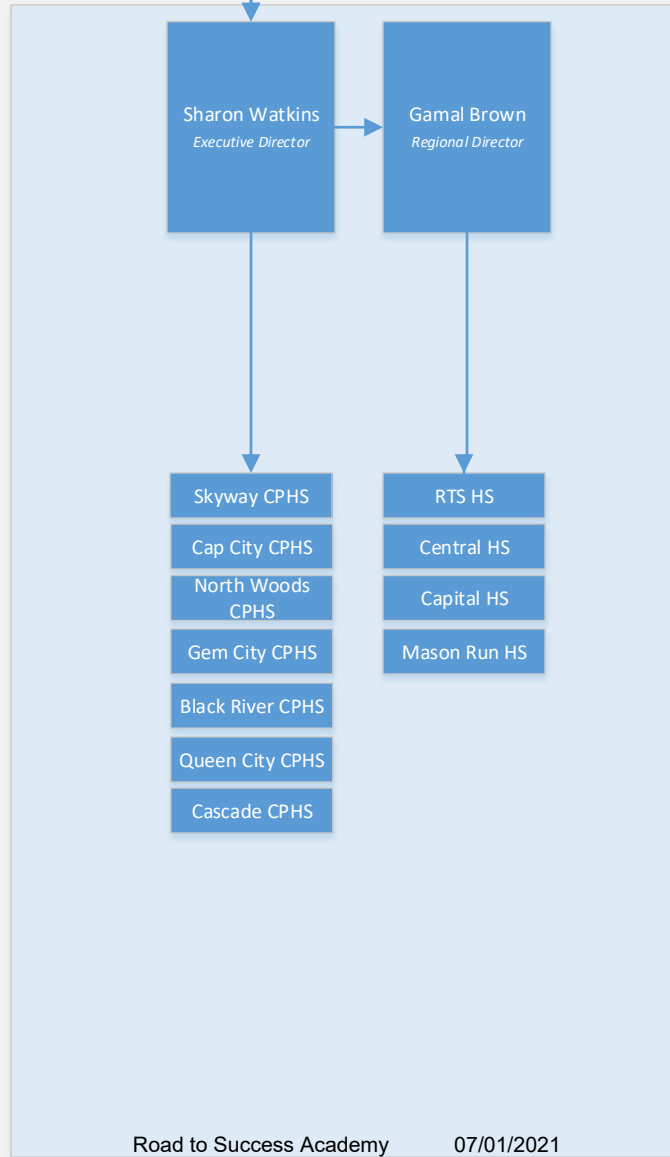
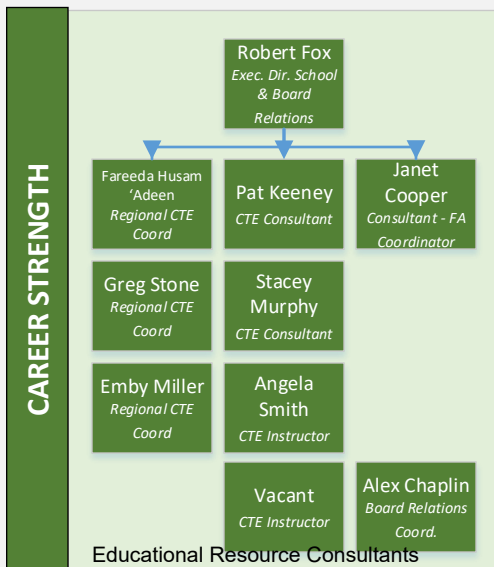
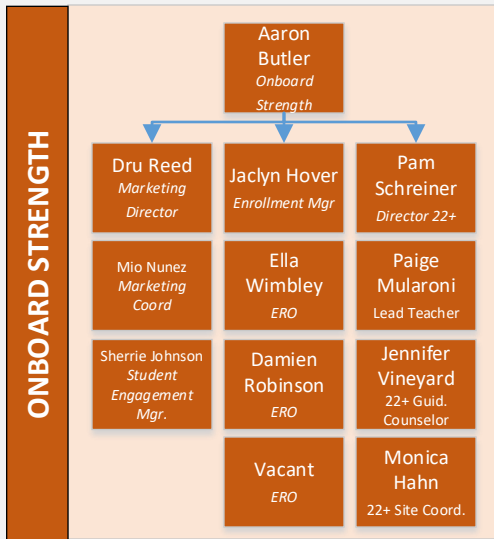
Attachment 6

- A. Organization Chart
- B. Chief Administrative Officer Contract
- C. Management by Third Party Contract



SUPPORT

SUPPORT



May 22, 2020

CAREER PREP HIGH SCHOOL

Dear Gamal Brown,

It is with great pleasure that we offer you the position of **Regional Director** with FusionEd, which operates Career Prep Schools Central Support, effective June 22, 2020. Please accept this as an offer of employment under the following conditions:

1. **Job title:** Regional Director
2. **Contract start date:** June 22, 2020
3. **Report date:**
4. **End date:** June 30, 2021
5. **Reporting to:**
6. **Base salary:** \$ _____ per pay period, less applicable tax and withholding.
 - a. Pay dates are the 15th and last days of each month.
 - b. Compensation levels are reviewed annually.
7. **Benefits:** You will be entitled to the standard benefit package offered to all eligible employees, subject to any required waiting periods.
 - a. We will provide a packet to you on your start date with an overview of all employee benefits, including all necessary forms for you to complete.
8. **Paid time off:** Your available PTO is listed on the attached Holiday & Time Off Schedule and is based on your date of hire. Please use your official date of hire under section "Date of hire during the school year" and then the "Eligible PTO days" section.
9. **Travel:** If you are required to travel for work, you will be reimbursed in accordance with the Travel Policy for expenses that were approved in advance by your supervisor.
10. **Confidentiality:** Our standard employment agreement contains a confidentiality/nondisclosure provision to which you must agree, which covers student records and information as well as company business information.

This offer of employment is contingent upon:

- a. Satisfactory completion of FBI and BCI background checks.
- b. Issuance of your Ohio Teacher Certification in appropriate subject area/grade level prior to the first day of school for students.

The Ohio General Assembly has recognized that teacher turnover during the school year disrupts the learning environment and has a negative effect on student achievement. As a result, teachers who terminate their contracts without authorization from their employer may be subject to professional discipline, including a license suspension of up to one year.

If you have any questions, please feel free to contact me at tina.walsh@CareerPrepSchool.com.

We look forward to working with you!

Best regards,

Tina Walsh
Senior Manager of School Operations

Please sign and date below and return to Human Resources.

I accept the offer of employment with Career Prep Academies as described above.

Jamal Brown
Signature

May 22, 2020
Date

CERTIFICATION OF RESOLUTION

MANAGEMENT AGREEMENT WITH FUSIONED

Road to Success Academy
(Ohio Non-Profit Corporations)

The Governing Authority (the "Board") of North Columbus Drop Back In, dba Road to Success Academy (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the Road to Success Academy School Board of Directors approves the establishment of a Management Agreement with FusionEd. The adoption of the final Management Agreement with FusionEd is subject to review and approval by the Chairman, legal counsel, and sponsor (ERCO). Additionally, entering into a Management Agreement with FusionEd will be subject to a successful termination agreement with EdisonLearning. The final agreement will be attached as Exhibit A, attached hereto and incorporated herein as restated.

APPROVAL AND ADOPTION OF RESOLUTION

Motion to approve and adopt the Management Agreement with FusionEd (without/with) amendments, made by K. Gibson

seconded by R. Hutson

Board Member Name/Initials	AYE	NAY	OTHER (Abstain, Not Present, etc.)
Kimberly Gibson	✓		
Desmond Bryant	✓		
Jon Lauden	✓		
Raymond Hutson	✓		
Aryn Bates	✓		
Anthony Forte, Chairman	✓ <i>AF</i>		

As adopted on this 23 day of April, 2020.



 Anthony Forte, Chairman
 Road to Success Academy

EXHIBIT A

Management Agreement

This Management Agreement ("Agreement") is entered into effective as of this first day of July, 2020, by and between Fusion Ohio LLC, a Nevada Limited Liability Company (the "Company") and North Columbus Drop Back In, Inc., an Ohio not-for-profit corporation (the "School") governed by a Board of Directors ("Board") (Collectively "the Parties").

WHEREAS, the School is a not-for-profit corporation which operates a community school known as "Road to Success Academy";

WHEREAS, the Educational Program has been developed by the Company, and the Company has researched, developed and provides the requisite educational, managerial, financial and other consulting services necessary for the implementation of the Educational Program;

WHEREAS, the School desires the Company to provide such requisite management, educational, financial and other consulting services necessary to operate a School all in accordance with the community School contract it has with its Sponsor (the "Contract"); and

WHEREAS, the Company desires to provide the aforementioned services and other expertise referenced above with respect to the Educational Program.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Statement of Mission and Purpose.

Mission and Purpose. The Parties acknowledge and agree that the following statement (herein referred to as the "Statement of Mission and Purpose") reflects the overall principles and philosophy upon which the School will be operated and that all services to be provided and all obligations of the Parties hereunder are to be in accordance with these overriding principles:

i. The School's mission is to provide an individualized and self-paced program set in a flexible scheduling environment that is responsive to its students' needs, and by providing an education experience that leads to a high School diploma and post-secondary success. The School will strive to motivate, teach, and guide each student through his/her educational growth and development. The School will offer researched based educational programs which have proven very successful in educating at-risk students. The School will focus on educating the whole child by involving support services, parents, and the local community.

ii. The School's standards-based education program is designed to facilitate the acquisition of skills and knowledge that align with standards, that is, what students need to learn. The School education program will consist of a variety of practices that have been vetted through rigorous research.

iii. The School must demonstrate curriculum alignment with the State of Ohio standards applicable to the School and must identify any specific instances of non-compliance with the standards. Further, the School must define and implement a program that will lead to compliance in a reasonable time frame.

iv. All requirements of local, state and federal laws relating to charter/community Schools must be met, and all audits relating to the demonstration of these requirements must be successfully completed, given allowance for appropriate time for documentation, reporting, analysis, and rectification of any non-compliance and complaints.

2. Term. The initial term of this Agreement shall commence on the date of full execution of this Agreement, and shall continue for a term of five (5) academic years currently ending on June 30 of each year, unless terminated sooner pursuant to the terms herein. Thereafter, this Agreement will automatically renew for successive five (5) year terms, or a shorter period not to exceed the length of subsequent sponsor contracts, unless one party notifies the other party at least nine (9) months prior to the expiration of the then-current term of its intention not to renew this Agreement.

The Company shall take all actions necessary to enable it to commence its responsibilities in the operation of the school as of July 1, 2020, including hiring of staff, facilitating transfer of information from management company currently operating School, preparing financial analysis, preparing marketing plans, and advising board as necessary for successful operations after July 1, 2020. The Board agrees that it will agree to pay the Company for necessary Reimbursable items or services for the School occurring between April 1, 2020 and July 1, 2020 as invoiced by the Company.

3. Company Responsibilities. In order to assist the School in carrying out the terms of the Contract, the Company agrees to provide comprehensive School management services all aspects of School operations ("Company Responsibilities" including:

- a. Executing on the School's business plan to promote the Schools long term financial stability;
- b. The development of a comprehensive marketing plan that support the School in recruiting, enrolling, and retaining students.
- c. Coordinating community relations and establishing community partnerships that provide resources to the students of the School.
- d. Overseeing day-to-day management of the School, in accordance with the School's mission and in compliance with obligations placed upon the School by its Sponsor and all applicable laws and regulations.
- e. Provide updated reports on financial, academic, and operation performance and then reporting to these results to the Board, Sponsor, ODE, and any entity as required or requested by the Board.
- f. Maintain all organizational and School compliance and addressing any deficiencies.
- g. Provide comprehensive human resource management services for all School staff.
- h. Provide all systems and tools related to recruiting, hiring, and staff evaluation.
- i. Develop a high quality Educational Program aligned with the School's mission.
- j. Provide academic leadership to teachers, School leaders, and support staff including curriculum planning, teacher development, and team building.
- k. Develop and support the execution of a professional development schedule that aligns with the Educational Program and academic goals.
- l. Directly provide targeted professional development on the researched based practices detailed in the Educational Program.
- m. Lead and train administrative staff and ensure accurate student enrollment data is reported into student information systems.
- n. Train and support School staff on data analysis, state testing, progress monitoring, and RTI process, the IPDP, TBT and BLT process.
- o. Lead curriculum development, including curriculum and individual learning plan framework.
- p. Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Company and as approved or requested by the Board.
- q. Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting.
- r. Determine staffing levels, and select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Contract, the Statement of Mission and Purpose and state and federal law.
- s. Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Company's Special Education Department that focuses specifically on students with special education needs.
- t. Provide to the Board regular reporting on the status of School report card progress and compliance with applicable standards.
- u. Collaborate with the Board in naming the School.
- v. Using reasonable efforts to establish a program to provide education and high school diplomas to individuals twenty-two (22) years of age and older provided adequate funding and resources are available.
- w. Using reasonable efforts to assist with establishing other locations for the School or relocating the School as determined to be necessary by written agreement between the Company and the Board.
- x. Provide career courses and curriculum to students that at a minimum meet all obligations upon the Board relating to courses and curriculum, including a career-technical education program that qualifies for and is funded by weighted career-technical education funding.
- y. Working with the Board to implement cultural directives which shall encompass: cultural affirming and empowering educational experience, including, but not limited to curriculum, building, leadership, and social atmosphere.
- z. Assist in identifying and apply for grants (federal, national, state, local and philanthropic).

- aa. Recruit and enroll students subject to general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the Charter Agreement and Board adopted policies and in compliance with all applicable federal, state and local law.
- bb. The Company shall procure necessary equipment, facilities and property for the operation of the School.
- cc. The Company shall procure all necessary services for the maintenance, cleaning and operation of the School.
- dd. The Company shall arrange for the provision of food services for the students at the School.
- ee. The Company shall arrange for the provision of utilities to the School, including, without limitation, electricity, oil, gas, telephone, cable (TV/internet), water and waste charges.
- ff. The Company shall present a branding, marketing, enrollment & retention strategic plan, prior to April 30 each year, unless action has been taken pursuant to terminate pursuant to Section 16 this Agreement. The plan shall specify personnel, operation & results goals. The implementation and success of the plan shall be reported to the Board regularly.

4. School Responsibilities. The Board shall govern the School and be responsible for its operation in accordance with the Contract. The Board shall work with the Company to develop policies, rules, regulations, procedures, curriculum, and approve Company-provided budgets which the Company shall implement and follow in providing the Educational Program. The School shall timely pay the costs and fees for which the School is responsible under the "Fees" Section of this Agreement.

5. Loans by the Company. Loans by the Company for payment of expenses that are not Operating Expenses, shall be pursuant to a separate agreement between the parties and not controlled by this Agreement.

6. Annual Budget. On or before the last day of May each year, the Board, with assistance from its Treasurer, will approve the annual budget for the School for the period beginning July 1 of that year, and ending June 30 of the next year and any revisions based on reasonable changes in circumstances (collectively, the "Annual Budget"). The Company shall present all versions of the Annual Budget, including revised versions, to the Board in consultation with the School's Treasurer, and the Board shall approve the Annual Budget provided it meets the minimum requirements of funding set forth in this Agreement. The Annual Budget shall include not less than \$5,000 for School extracurricular activities and graduation. Further, during the process of drafting the Annual Budget, the Company shall seek to provide for \$10,000 for School field trips provided that other Operating Expenses are covered by anticipated revenues. The Board shall not refuse to approve the Annual Budget, unless there is an unquestionable failure of the proposed Annual Budget to fund the obligations of this Agreement or unless the proposed Annual Budget proposes an improper use of funds. If the Board believes that the proposed Annual Budget unquestionably fails to fund the obligations of this Agreement, the Board present its objections and the reasons for their position and shall work with its Treasurer, and the Company to resolve the dispute in 10 business days to the satisfaction of the Company and the School. Board expenditures on behalf of the School shall either be taken from the Board Stipend or be approved by the Company and shall not deviate from the Annual Budget without prior written consent of the Company. The treasurer fee is to be included in the Annual Budget as Operating Expenses. The Company and the Board hereby agree and acknowledge that the approved Operating Expenses set forth in the Annual Budget, which may be adjusted as presented by the Company and approved by the Board during the fiscal year due to financial changes, shall provide for the payment of the necessary operational expenses (the "Operating Expenses") of the School which include:

- 1. All costs associated with the lease space in which the School is located;
- 2. All cost for utilities provided to the School;
- 3. All costs for School staff, hired by the Company.
- 4. All curriculum costs.
- 5. All costs for insurance.
- 6. Normal maintenance cost for the School facility, including normal refurbishing of facilities (including but not limited to: paint, floor coverings, ceiling tiles and maintenance if required by the School's lease).
- 7. Necessary costs for supplies, furniture, and machines for the School.
- 8. Necessary costs for student transportation, including providing transportation as necessary to enable students to attend School extracurricular or co-curricular programs.
- 9. The Board Stipend, which shall include anticipated costs for the Board's legal counsel, Board compensation, and meals during Board meetings.
- 10. Errors and omissions policy of insurance for the Board.
- 11. For years in which the School is up for Sponsor contract renewal or in the final year of automatic closure, a reasonable reserve fund shall be established to cover the reasonably necessary financial obligations that will arise relating to the closure of the School.

12. The Management Fee.
13. Any other necessary expenses for the provision of the School's program and Company Responsibilities as determined by the Company.
14. The cost of the designated fiscal officer as required by R.C. 3314.011 also referred herein as "Treasurer."

Capital expenditures for facility improvements, shall not be Operating Expenses.

The adoption of the Annual Budget is solely the Board's responsibility. Under no circumstance shall a category of expenditure set forth in the approved Annual Budget, except costs that vary by student enrollment, such as Sponsor fee, staffing, curriculum, and other such student variable costs, be exceed by more than ten thousand dollars (\$10,000.00) without amendment of the approved Annual Budget.

Any expenditure to a person or entity that exceeds ten thousand dollars in an academic year shall require prior notice to the Board. The Company shall, in cooperation with the Board's designated fiscal officer, prepare for Board review and approval in conjunction with the adoption of the Annual Budget, a list of persons, employees (including categories of employees) or companies to whom payments in excess of Ten Thousand Dollars (\$10,000.00) are anticipated to be made throughout the next Fiscal Year.

The Company may submit amendments to the In Excess of \$10,000 List to add additional parties at any time throughout the Fiscal Year ("Request to Amend").

7. **Educational Program.** The Educational Program developed and provided by the Company to the School has been approved by the School and may be materially adapted and modified by the Company from time to time only upon obtaining prior written approval of the Board. The School and the Company agree to work together to effectuate any necessary change in the Educational Program, recognizing that an essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, provided that any such changes shall be consistent with the Statement of Mission and Purpose. Although built on a platform provided by outside vendors, Company's curricular materials are and shall remain proprietary information owned solely by the Company and provided to School for a reasonable cost paid by the School with its other Reimbursable costs and separate from the Management Fee. The Company agrees to provide the proprietary Educational Program, including career-technical education programs, at fair market value and within amounts set forth in the Annual Budget.

8. **Subcontracts.** The Company reserves the right to subcontract any and all aspects of services it agrees to provide to the School, but may only do so upon providing written notice to the Board listing all vendors for services that will exceed \$10,000 per fiscal year and describing any common ownership between Company or its parent or affiliates and any such vendors. The Company shall be solely responsible for all costs, expenses and fees associated with such subcontractors.

9. **Rules and Procedures.** The Company shall propose and the Board shall adopt reasonable rules, regulations and procedures applicable to the School and the Company shall be required by the School to enforce such rules, regulations and procedures at all times.

10. **Authority.** The Company shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the direction of the Board.

11. **Fees.**

a. **Management Fee.** The School shall also pay a management fee to the Company of Sixteen Percent (16%) of the School's Qualified Gross Revenues (the "Management Fee"). "Qualified Gross Revenues" shall mean shall mean the revenue per student received by the School from the State pursuant to the Ohio Revised Code and uncodified state law. Qualified Gross Revenue also does not include any state or federal funding that is meant to be a dollar for dollar reimbursement for expenditures made by the School/Company.

Performance Incentives: A performance incentive of .5% of qualified School's Qualified Gross Revenues for each indicator met on the Ohio DORP State Report Card shall be paid. For the purpose of this Agreement indicators will include student progress, gap closing (AMO), test passage rate, and overall graduation rate, not to exceed 2% of Qualified Gross Revenues. Indicators met will be defined as "met standards," "exceeds standards," and/or exceeding performance of similar Schools set forth in the School's sponsorship contract. If indicators or progress measures change the School will work with the Company to define updated reasonable performance incentives not to exceed 2% Qualified Gross Revenues.

b. Payment of Costs and Fees.

- (i) In consideration of the Management Fee, and except as otherwise explicitly provided in this Agreement, the costs incurred by the Company in fulfilling its responsibilities hereunder shall be borne by the Company, whether or not the fees to be paid to the Company by the School in this Section (a) and (b) are sufficient to satisfy the same. The School shall make all such Management Fee payments to the Company within seven (7) calendar days after the foundation payment has been made to the School from the State of Ohio and delivery by the Company to the School of an invoice therefore, and in accordance with Section 11 (b)(vii).
- (ii) Except as otherwise explicitly provided in this Agreement, the School shall be liable for all costs associated with the operation of the School that are not related to activities described in (i) above. Additionally, the School shall reimburse the Company for any reasonable expense(s) that were incurred by the Company on the School's behalf, and included in the Approved Budget including all costs relating to the Educational Program as set forth in the Approved Budget, any reasonable and documented costs for performing the Company Responsibilities in Section 3 not including divisions (a, c, t, u, & y) of Section 3, or any specific program agreements entered into by, managed by, and/or consented to in writing by the Company (collectively, "Reimbursables"). Reimbursables may include the actual costs of all employee expenses, compensation, benefits, retirement plans whether state or federal or private, all equipment, materials, educational programming and professional development costs, and life or disability insurance for Company and Board employees working on site at the School, or for the pro rata share of Company employees shared with other Ohio community schools, the current expenses of operating the School and the Program, Company's comprehensive general liability, officers, directors, errors and omissions insurance, employment liability insurance premiums and deductibles so long as the Board is an additional insured thereunder and the cost is for that portion of premiums or deductible attributable to the School, the School facility or facilities costs including rent, compliance, safety, maintenance, repair or replacement, the cost of assessment and testing materials; technology, textbooks and other materials and supplies, and workers and unemployment liability compensation premiums; provided however, the Board shall not reimburse Company for the main office general overhead of the Company or the employees of Company who do not work on-site at the school or who are not shared and allocated pro rata between School and other schools for regional or shared oversight, or for Company's own equipment, materials, proprietary methods or programs or procedures. The Company shall not add any type of markup or additional fee to any third-party contract or fee invoiced to the School. All costs identified in this paragraph are "direct costs", which except for payroll, shall be invoiced twice a month. The invoice shall be supported with backup detail for the items invoiced of sufficient detail to enable classification of the expenses for accounting purposes. Payroll shall be invoiced twice a month as incurred by the Company, and with supporting detail sufficient to enable accounting classification of the expenses by employee.
- (iii) All amounts payable by the School hereunder shall, at the Company's option, shall be made via electronic funds transfer. The School shall cooperate with the Company to set up and establish necessary accounts and procedures.
- (iv) Board Account. The Treasurer shall retain sums which shall be accounted for as the Board Account which shall be managed by the Treasurer to be used for the Board's compensation for attending meetings, special programs, field trips or opportunities for students, legal fees, and other Board approved expenses. The Company shall include in the proposed budget an initial amount of Thirty-Five Thousand Dollars (\$35,000) at the outset of the fiscal year to be paid to the Board Account or retained by the Treasurer. The Board account shall be funded at a minimum, the sum of Two Thousand Nine Hundred Sixteen Dollars and Sixty -Seven Cents (\$2,916.67) per month in the aggregate. After the payment of the initial Thirty-Five Thousand Dollars (\$35,000.00), to the Board Account and after the payment of the initial Thirty-Five Thousand Dollars (\$35,000.00) in Management Fees. All sums remaining at the end of the Fiscal Year after: (1) paying all obligations due or owing; and (2) maintaining a minimum balance of Five Thousand Dollars (\$5,000.00); shall be paid to the Board Account.

- (v) The Company shall pay all expenses (which includes but is not limited to payroll, Educational Program Fees, and other Reimbursables) as set forth in the Approved Budget not paid by the Treasurer as they come due and shall invoice the Board for such cost by providing such invoice to the Treasurer. The Treasurer shall pay the Company upon its invoices for Reimbursables within ten (10) business days of the school being invoiced for the Reimbursable, taking into account the provisions set forth in Section 11 (b)(vi) if necessary. It is understood and agreed that the Treasurer will at a minimum directly pay before all other obligations: (1) all Company-invoiced Reimbursables for payroll costs consistent with the Budget; (2) the Treasurer fees as provided for in the Approved Budget on a monthly basis as they come due; (3) the sums of \$2,916.67 to be deposited monthly into the Board Account as provided in Section 11 (b)(v); (4) the Sponsor fees; and (5) invoices due and owing on any contracts that are in the Board's name and are included in the Approved Budget up to the Approved Budget amount.
- (vi) In the event that, at any time during the Term, the School's expenditures, including payments to the Company as well as those budgeted and due or owing to third party vendors within the time period of the fifteenth of the month through the fourteenth of the next month (the "**Total Expenditures**") shall cause the School to have a cash position below \$5,000 (the "**School Balance Minimum**") the Company shall first defer any and all Management Fees due and payable (the "**Deferred Management Fees**"). If the Deferred Management Fees do not result in the School maintaining an amount above the School Balance Minimum, then the Company shall defer any and all reimbursement obligations due and payable to the Company (the "**Deferred Reimbursements**"). If the Deferred Management Fees and the Deferred Reimbursements do not result in the School maintaining an amount above the School Balance Minimum, then the Company shall advance to the School such funds as may be necessary to pay third party vendors and Board Compensation to the extent required to pay the Total Expenditures and maintain an amount above the School Balance Minimum (a "**Company Advance**"). The Treasurer shall determine the School Balance Minimum, and the need for Deferred Management Fee, Deferred Reimbursements, and or a Company Advance. At the time of making such a determination the Treasurer shall provide notice of the determination by email to the Company so stating and making a determination of how much, if any, of the Management Fee or Reimbursements invoiced can be paid or the need for a Company Advance. If the Company disagrees with the Treasurer's determination, it shall so state in writing to the Treasurer within ten (10) business days of the Treasurer sending the email determining the need for a Deferred Management Fee, a Deferred Reimbursement and/or a Company Advance. Consistent with paying first the obligations due and owing set forth in the approved Budget and maintaining the School Balance Minimum, when funds are available in excess of current Operating Expenses, the School shall first repay any Company Advances and then any Deferred Reimbursements and then any Deferred Management Fees in the fiscal year they occurred. Notwithstanding the foregoing, every July 1 of the Term of this Agreement, the Company agrees to waive 50% of all Deferred Management Fees. In paying oldest Company Advances, Deferred Reimbursements, and Deferred Management Fees, the Company agrees not to charge any interest on Deferred Management Fees or Deferred Reimbursements or Company Advances repaid in the same fiscal year that they were incurred. Simple interest shall be charged on the unpaid balance of Company Advances, Deferred Reimbursements and Deferred Management Fees beginning at the end of the fiscal year (the "**Unpaid Balance**"), which shall be calculated as the lessor of: (1) US Federal Funds Rate (as of 6/30 at end of fiscal year debt originally incurred) plus 200 basis points or (2) 300 basis points per annum (the "**Interest**"), provided, however the Unpaid Balance shall not include any Deferred Management Fees or Deferred Reimbursements or Company Advances forgiven by the Company as hereinafter provided. Company Advances, Deferred Reimbursements and any Deferred Management Fees shall be included in the Board's financial statements. At the request of the Company, the Board shall execute a promissory note evidencing the Company Advances, Deferred Reimbursements, and Deferred Management Fees, in a mutually acceptable form. The Company shall not be required to defer Management Fees or provide Company Advances to the extent that Board Expenses (other than Sponsor Fees, STRS and SERS payments, payroll, insurance payments, sums owed to the landlord of any facility) exceed the Approved Budget in the aggregate by more than five percent (5%) and notwithstanding anything to the contrary included above, the Parties shall have the right to mutually agree to waive the School Balance Minimum

requirement and allow the cash balance to fall below \$5,000. The Unpaid Balance shall not include any future debt obligations arising in future academic years relating to financing for purchases or working capital or for other reasons. The oldest prior fiscal year Unpaid Balance shall be paid first. It shall be paid after all current fiscal year Deferred Management fees, Deferred Reimbursements and Company Advances are paid in full, and to the extent the School can maintain the School Balance Minimum. All payments will be applied first to interest and fees, then to principal.

12. **Additional Programs.** The Company shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to with the Board. The Board and the Company may decide that the Company may provide additional programs which are not inconsistent with the Contract or state or federal law. Payment for such programs or services shall be negotiated by the Parties separate and apart from this Agreement. The Company agrees to match funding of student program improvements by the School in an amount up to \$5,000.00.

13. **Three Mile Radius.** The Company, nor any affiliate of the Company, shall operate any other School that provides instruction or services to students in the grades of 9 through 12 or any program to achieve a high School diploma for students age 22 years or older within three miles of the School, unless the Company manages the other School prior to the effective date of this Agreement, without written consent of the Board. The Board will consider reasonable requests for a location within the three-mile radius.

14. **School Personnel**

A. **Personnel.** All administrators, teachers and staff at the School shall be Company employees. The Company shall determine staffing levels at the School in consultation with the Board and shall select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Charter, and federal and State law.

B. **School Director.** Notwithstanding the foregoing, the School Director shall be selected by Company in consultation with the Board. The Company shall give the Board at least 10 days' written notice of its intent to terminate or transfer the School Director; provided, that the School Director may be terminated without such notice upon the occurrence of any of the following:

- a. An event that jeopardizes the health, safety or welfare of students or staff School and was caused by the act, failure to act or negligence of the School Director; or
- b. The willful or deliberate violation by the School Director of the Charter or of a federal or State law that relates to the operation of the Charter School.

If the Company believes that the School director has engaged in:

- a. Willful or deliberate violation of written School policies; or
- b. Willful or deliberate failure to follow and adhere to the Company's directives as to educational design; and,
- c. The Company reasonably believes that such conduct is or is likely to cause damage to the School from the stand point of marketing, financial success, student performance, moral, employee retention and/or recruiting, and the Company further believes that without taking immediate action for removal of the School Director that irreparable harm will occur to the School in these areas, then the Company shall contact the Board chairperson regarding the situation and, within five (5) business days of consultation with the Board chairperson, terminate the employment of the School Director, or take other action as mutually agreed to with the Board chairperson. If the Company believes that the School Director must no longer physically be in the School on an emergency basis, then it may suspend the School Director's employment until the Company has consulted with the Board chairperson regarding termination of the School Director.

The Company shall promptly provide the Board with all performance evaluations and records of any disciplinary actions or proceedings of or relating to the School Director. The Board shall appoint a committee that shall be responsible for reviewing any performance issues related to the School Director.

The School shall not solicit the Company's employees for employment with the School or any other Schools with overlapping Board members during the period that they are employed at the Company or for up to twenty-four (24) months after the employee leaves the employment of the Company. Notwithstanding the foregoing or any employment agreement term to the contrary, if this Agreement is not renewed as provided in Section 2 of this Agreement, Company employees who devote full-time work activities at the School may be employed by the School or a management company operating the School for the Board, at any time after this Agreement expires or if it is terminated by the Company or by mutual agreement of the parties. If this Agreement is not renewed pursuant to Section 2, then the Company and School shall cooperate and issue a written statement to all employees at the School who may work for the School or a management company hired by the School after the termination of this Agreement, advising them of their right to do so. The Company shall ensure that all criminal background checks are performed with respect to any person who has or is expected to have direct contact with students.

15. Insurance.

1. Liability Insurance.

a. The Company shall secure and maintain insurance covering its liability arising out of its performance of its duties under this Agreement, and provide coverage to the School, at levels of coverage that are not less than:

i. Commercial general liability insurance including coverage for damage or loss to personal property used in the operation of the School, and liability coverage for damage to the physical premises in which the School is located, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate; and

ii. Automobile liability insurance of one million dollars (\$1,000,000); and

iii. Workers' Compensation insurance pursuant to the requirements of the State of Ohio and with Statutory primary coverage and at least one million dollars (\$1,000,000) of Employer's Liability coverage; and

iv. Crime/Employee Dishonesty insurance with limits of at least five hundred thousand dollars (\$500,000); and

v. Professional Errors & Omissions insurance with limits of at least one million dollars (\$1,000,000); and

vi. Umbrella liability coverage of five million dollars (\$5,000,000) in excess of the primary commercial general liability, automobile liability and employer's liability insurance policies.

Such insurance policies shall be issued by an insurance company or companies selected by the Company and licensed to do business in the State. All such insurance coverage shall be primary insurance, and, whenever possible, shall be occurrence-based and not claims-made insurance. The School shall be an additional insured on the Company's commercial general liability, premises liability for the School premises, property coverage for the School premises, automobile liability and crime insurance

policies. The costs for obtaining and maintaining such insurance shall be treated as an Operating Cost.

- a. The Board shall secure and maintain, as an operating expense, insurance covering professional liability and management liability for the Board, Professional Liability and Management Liability Insurance for Schools with limits of at least one million dollars (\$1,000,000).
- b. Such insurance policies shall be issued by an insurance company or companies selected by the Board and licensed to do business in the State. The costs for obtaining and maintaining such insurance shall be treated as an Operating Expense.
- c. The Company shall require all other persons performing services at the School to name the School and the Company as additional insureds under such persons' commercial insurance policies.
- d. The insurance policies maintained by each Party pursuant to this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced, in coverage or limits, except upon 30 days' prior written notice to the policy holder. Upon request, the Parties shall furnish one another certified copies of the insurance policies or else Certificates of Insurance which demonstrate compliance with this Agreement.

2. Workers' Compensation Insurance. The Company and the Board shall secure and maintain workers' compensation insurance covering their employees.

3. Coordination of Risk Management. The Parties shall coordinate risk management with one another. This will include the prompt reporting of any pending or threatened claim, the timely filing of notices of claim, cooperating fully with one another in the defense of any claim, and compliance with any defense and reimbursement provisions of State governmental immunity laws and/or applicable insurance policies.

16. Termination

a. Termination by the School. The School may terminate this Agreement in the event (i) the Contract is terminated or non-renewed, or (ii) the Company materially breaches this Agreement or causes a material breach of the Contract and (A) the Company does not cure said material breach within 30 days of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within 30 days, the Company does not promptly undertake and continue efforts to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the School.

The Board may terminate this Agreement if the Company has a judgment or finding of recovery taken against it of over \$500,000, and the amount owed remains due and payable (not subject to stay: for appeal, by bond or resolution in settlement) for more than thirty (30) days.

If the School receives a report card or other evaluation from the Ohio Department of Education that reflects an overall score of "does not meet standards" for two consecutive years, the Board may terminate this agreement effective at the end of the School year in which the second "does not meet standards" was announced.

The Board may terminate this Agreement in the event the Company's or its parent's ownership changes by seventy-five percent or more from its ownership as of the date of this Agreement during the Term. The Company will notify the Board of any changes of seventy-five percent or more in ownership of the Company or its parent, within ten business days of the change. If ownership changes by seventy-five percent or more from the ownership as of the date of this Agreement during the Term, the School agrees to allow new owners to present a plan for operation consistent with

the terms of this Agreement within thirty (30) days of any such change before taking any actions to terminate this Agreement. The Board may take any such action to terminate consistent with this paragraph by providing written notice of termination within thirty (30) days of the new owners' presentation of its plan for operation, and the effective date of such termination shall be either within sixty days from issuing the notice or the end of the then-current fiscal year, whichever is later.

b. Termination by the Company. The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) the School fails to pay any fees or debts due to the Company within thirty (30) days of receiving written notice that such fees are due; (ii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of the Company, and (A) the School does not cure said material breach within 30 days of its receipt of written notice from the Company, or (B) if the breach cannot be reasonably cured within 30 days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time; (iii) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after School opens for education of students for any School year shall not be effective until the next succeeding academic year; or (iv) any Company facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the School is damaged so that, in the Company's reasonable discretion, providing, maintaining, or continuing of School operations would be unfeasible, economically or practically, in the reasonable determination of the Company, provided that notice of termination is delivered by the Company to the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

c. Obligation to Continue Performance. In the event that the School or the Company elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay the Company the fees due the Company pursuant to "Fees" Section herein, then the Company shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the Fees owed to the Company pursuant to "Fee" Section herein, the Company may terminate the Agreement after the expiration of the 14-day period for notice and cure of non-payment

17. Duties Upon Termination.

a. Upon termination of this Agreement for any reason whatsoever, the School shall (i) immediately pay to the Company and/or any of the Company's affiliates any Deferred Reimbursements or Company Advances for monies owing to such person or entity unless subject to a repayment schedule memorialized in an executed promissory note, and (ii) promptly return to the Company any materials containing the Educational Program, the Company's methods of instruction or operation and, subject to paragraph (b) below, all Company real and personal property, the Parties in furtherance of this Agreement shall be property of the Company, any personal property paid for with School funds, belongs to the School. The Company shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, the Parties may agree to a reasonable payment schedule for all Deferred Management Fees then due and owing for services rendered as of the date of termination.

b. Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to the Company delivered within 30 days of the final date of termination, to (i) have all personal property leases relating to operation of the School assigned to and assumed by the School, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by the Company and used exclusively or primarily in connection with the operation of the School. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section shall survive any expiration or termination of this Agreement. For purposes of this Agreement, The "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Company.

c. All financial, educational and student records of the School are School property and such records are subject to the Freedom of Information Act. In addition, all School financial records shall be made available to the School's independent auditor.

18. Relationship of the Parties. The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

19. No Third-Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

20. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to:
Fusion Ohio LLC
1462 Brittain Road
Akron, Ohio 44310

With a copy to:
Adam Schira
Dickinson Wright PLLC
150 East Gay Street, Ste. 2400
Columbus, Ohio 43214

If to the School, to:
East Columbus Drop Back In, Inc.
Mason Run High School
923 South James Rd.
Columbus, Ohio 43227

Attention: Board President

With a copy to: Board Legal Counsel

Sean A. McCarter
88 North Fifth St.
Columbus, Ohio 43215

21. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

22. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to any jurisdiction's conflict of laws provisions.

24. Assignment; Binding Agreement, Change of Ownership. Neither party shall assign this Agreement without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

25. Independent Activity. All of the Parties to this Agreement understand that the Company's business is to operate and manage community Schools throughout the State. As such, the Parties agree the Company, and its affiliates, may operate other community Schools in the State of Ohio or anywhere else, whether the same may be considered competitive with the School or not.

26. Representations and Warranties of the Company. The Company hereby represents and warrants to the School as follows:

a. The Company is duly organized, validly existing, and in good standing under the laws of the State of Ohio and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The Company has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Company enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

c. The Company has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

d. The Company has the financial ability to perform all of its duties and obligations under this Agreement.

e. By entering into this Agreement, the Company is not in violation of any other agreement, legal or regulatory obligation.

27. Representations and Warranties of the School. The School hereby represents and warrants to the Company as follows:

a. The School is duly organized, validly existing, and in good standing under the laws of the State of Ohio and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The School has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the School enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

c. The School has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

d. By entering into this Agreement, the School is not in violation of any other agreement, legal or regulatory obligation.

28. Arbitration.

a. In the event of any dispute between the Parties hereto, the Parties shall settle said dispute through arbitration (unless otherwise required by any applicable insurance policy or contract). In the event arbitration is the applicable form of dispute resolution, each party shall appoint one arbitrator and then the two previously selected arbitrators shall agree upon a third. The arbitration shall take place utilizing the then-current rules of the American Arbitration Association ("AAA") and shall take place in the State of Ohio, County of Franklin.

b. The Parties shall have the right of limited pre-hearing discovery, in accordance with the U.S. Federal Rules of Civil Procedure, as then in effect, for a period not to exceed sixty (60) days.

c. As soon as the discovery is concluded, but in any event within thirty (30) days thereafter, the arbitrators shall hold a hearing in accordance with the aforesaid AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Any award by the arbitrators in connection with such decision may also provide that the prevailing party shall recover its reasonable attorneys' fees and other costs incurred in the proceedings, in addition to any other relief which may be granted.

d. Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

29. Amendment. This Agreement may not be modified or amended except by a writing signed by each Party hereto against which any relevant term hereof is being enforced.

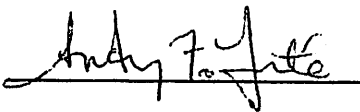
30. Contingency. This Agreement is contingent upon being approved by the School's sponsor pursuant to the School's Sponsor Agreement.

31. Entire Agreement. This Agreement and any Appendices and Exhibits hereto shall constitute the full and complete agreement between the Parties. All prior representations, understandings and agreements are merged herein and are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:

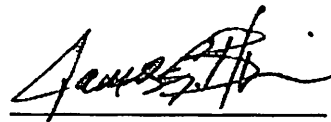
North Columbus Drop Back In, Inc.
dba Road to Success Academy



Its: Board President

COMPANY:

Fusion Ohio LLC



Its: CEO

Attachment 7

Protocol for Renewal Considerations

ATTACHMENT 7

PROTOCOL FOR RENEWAL CONSIDERATIONS

Pursuant to Ohio Revised Code 3314.07, the Board of ERCO may choose to renew or to not renew a contract at its expiration with a sponsored school. This policy establishes the reasons for which the Board may renew or not renew a sponsored schools contract and explains the procedures to be followed if non-renewal occurs. In the event of any conflict, ambiguity or discrepancy between the provisions of this policy and the Sponsorship Agreement, the provisions of the Sponsorship Agreement shall prevail.

General Considerations

The Board may take into account many factors when it contemplates a renewal of a community school contract. Among other factors, the Board considers academic performance and financial viability; governance functionality, student progress, compliance with state and federal laws, the performance of the home district and surrounding community schools where the students may attend, and other management and operational indicators.

Criteria for Renewal

Pursuant to Ohio law, the Board may not renew a Sponsorship Agreement during the contract term when there is clear evidence of one (1) or more of the following:

1. Failure to meet student performance requirements stated in the contract;
2. Failure to meet generally accepted standards of fiscal management;
3. Violation of any provision of the contract or applicable state or federal law; or
4. Other good cause.

Based on quality practices, the Board includes within the criteria for non-renewal the following:

1. Clear evidence of unacceptable academic performance;
2. Financial mismanagement;
3. Violations of law; and/or
4. Violation of terms of the Sponsorship Agreement.

Evidence supporting renewal or non-renewal includes, but is not limited to, academic performance measures from the Sponsorship Agreement, the community school's report card issued by the State of Ohio, financial audits, site visit reports, compliance reports, opinion of legal counsel, status reports on corrective action plans or other required interventions, documentation required by the Sponsorship Agreement, or other evidence demonstrating performance or non-performance of the School over the term of the Agreement or the three most recent years' of operation.