

Table of Contents

Sponsor Signed Contract.....1-43

Attachment 1

A. School Governing Authority Board of Directors Contact Information.....45-54
B. Certificate of Incorporation, Articles of Incorporation, Appointment
of Statutory Agent and Employer Identification Number.....55-68
C. Code of Regulations.....69-76
D. Administrative and Governance Plan.....77-78
E. Conflict of Interest/Related Party Policy.....79-83
F. Related Party Disclosure Form.....84-93
G. School Calendar.....94
H. IRN Letter.....95-96
I. Self-Evaluation of Operations and Governance Goals and Measurements.....97
J. Calendar of School Board Meetings.....98

Attachment 2

A. Educational Plan/Program and alignment with Ohio Academic Standards.....100-110
B. School’s Mission, Goals, Ages and Grades of Students, Focus of Curriculum....111-126

Attachment 3

A. Community School Goals, Targets, and Performance Plan for Student Performance
Measures, including report card measures, goals and targets.....127

Attachment 4

A. Financial Plan, Budget for each year and estimated Five Year Plan.....129-134
B. Treasurer License.....135
C. Treasurer Bond.....136-145
D. Treasurer Contract.....146-155
E. Self-Evaluation of Financial Goals and Measurement.....156

Attachment 5

A. Description of Facility158
B. Suspension and or School Closing Procedures.....159-160
C. Facility Lease Agreement.....161-175

Attachment 6

A. Organizational Chart.....177
B. Management by Third Party Contact.....178-193

Attachment 7

A. Protocol for Renewal Considerations.....194



EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC.

COMMUNITY SCHOOL SPONSORSHIP RENEWAL CONTRACT

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	13
4.1	Non-Sectarian	13
4.2	Admissions Policies and Procedures	13
4.3	Enrollment/Attendance Policy	13
4.4	Notice Upon Enrollment	14
4.5	Public Inspection of Policies	14
4.6	Lottery	14
4.7	Automatic Withdrawal	14
4.8	Community Racial and Ethnic Balance	14
4.9	Tuition	14
4.10	Student Transportation	14
4.11	Payment to Sponsor	14
4.12	Notification	15
4.13	Operator Agreements	15
4.14	Compliance with Health and Safety Standards	17
4.15	Technology Plan	17
4.16	Policies and Parent Surveys	17
4.17	Access to Records	17
4.18	STEM School	18
4.19	Suspension and Expulsion Policies	18
4.20	Commitment to Remain Open for School Year	18
4.21	High School Diplomas	19
4.22	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	21
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	23
6.3	Site Visits	23
ARTICLE VII	STAFFING	23
7.1	Contracts	23
7.2	Leave of Absence	24
7.3	Employment of Teachers	24
7.4	Collective Bargaining	25
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	26
8.3	Fiscal Bond	26
8.4	Fiscal Services Agreement	26
8.5	Custody of School Funds	26
8.6	Financial Plan	27
8.7	Fiscal Budget	27
8.8	Financial Management	27
8.9	Borrowing Money	27
8.10	Fiscal Year	28
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	29
9.3	Survival	29
ARTICLE X	SPONSOR OBLIGATIONS - CONTRACT AUTHORIZATION, PERFORMANCE MONITORING, TERMINATION AND NON-RENEWAL	29

10.1	Contract Authorization	29
10.2	Performance Monitoring	30
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	33
10.7	Closure	34
10.8	Disposition of Assets	34
10.9	Renewal Process	35
10.10	High Stakes Reviews	35
10.11	Reasons for Non-Renewal of Contract	35
10.12	Non-Renewal	35
10.13	School Intention to Non-Renew	36
10.14	Assignment of Contract	36
ARTICLE XI	MISCELLANEOUS	36
11.1	Dispute Resolution	36
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	38
	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 Education Resource Consultants of **Ohio (Sponsor)** and the governing authority of East Bridge Academy of Excellence, 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** Agreement to sponsor the **School**; and

WHEREAS the **Governing Authority** and the **Sponsor** entered into a contract setting out the terms of this Agreement on or before May 30.

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 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 Agreement.
- 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, NA , or NA 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, 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 Resources 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**.
 - b. The Parties 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 obligating 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 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 4795 Evanswood Dr.
Columbus, OH 43229 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, provided that 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 consistent 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 a Management Company 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 improvements costs must be consistent with the yearly budgets given to and accepted by the **Sponsor**.

c. Each Property Agreement and any modification or renewal 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, including a description of 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. A copy of the results of both a 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 must annually sign a conflict of interest statement, on a form prepared by or approved by the **Sponsor**, whose approval shall not be unreasonably withheld, and adopted by the **Governing Authority** that

addresses Ohio's public ethics conflicts 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 community school.

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

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

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

2.7 **Meetings.**

- a. **School Board** meetings must be held on at least a bimonthly basis and the **Governing Authority** shall allow the **Sponsor's** representative to be present during all executive sessions unless either discussing 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 when it is provided to **Governing Authority** members. Notice may be provided by electronic mail.

1. Notice of regular meetings shall be provided promptly upon approval 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 presented to the **Sponsor** prior to appointment as a member counted for quorum and voting purposes. The **Sponsor** shall notify the **School** if it withholds approval of a member. 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 new members' first training within three (3) months of election or appointment to the **Governing Authority**. Such training must be approved by the **Sponsor**. Certifications of training must be submitted to the **Sponsor** within ten (10) business days of completion of training.

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

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

2.12 **Chief Administrative Officer.** The Chief Administrative Officer of the **School** shall be the position of _____ Superintendent _____ (Superintendent, Director, Administrator). At the inception of this Contract, the position will be held by Wendy Rydarowicz, EEG. 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**, unless the Chief Administrator is employed by the Operator.

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 visits at least ten (10) days before the first day of student instruction and compliance site visits at least two (2) times per year and thereafter as **Sponsor** determines necessary. The **School** must upload documentation of all verification of compliance information into **Sponsor's** document exchange system and maintain same in a format that is readily accessible at all times.
- Communications regarding audits by the Auditor of State, communications with Department of Education area coordinators, and communications with all outside oversight agencies.
- 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 – a listing of all funds used showing the month's and year's activity and balances; (2) Revenue Summary – a listing of all revenue received for the month and for the year; (3) Check Register – a listing of all checks for the month; (4) Cash Reconciliation – a book to bank reconciliation of all cash accounts; (5) Outstanding Purchase Order Detail – a listing of all Purchase Orders created but unpaid (unless the **Governing Authority** uses an Operator; and (6) Enrollment Records – in the form of monthly FTEs.
- Signed documentation granting read-only access 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 governmental agencies;
- Timely submittal of all required and requested data into the **Sponsor** document management system.
- Mandatory attendance by an Administrator or **Governing Authority** member at all **Sponsor** training sessions.
- Maintenance of daily attendance sheets, signed and verified by the teacher(s) and Chief Administrative Officer of the **School**.
- Maintenance of high school drop-out recovery status if applicable.
- Adherence to all deadlines established by **Sponsor**.

- Annual budget approval before the close of **School** year and submittal of annual budget to **Sponsor**.
- Submittal of all **Governing Authority/School** policies and maintenance of up-dated policy book.
- Upon request of **Sponsor**, make 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.
- The School's base formula amount as specified in the **School's** financial plan (budget) for the school year.
- The school district of residence that each student is entitled to attend under R.C. 3313.64 and/or 3313.65.
- The number of student suspensions and expulsions.
- All material events, changes, omissions or occurrences which may be required to be reported 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** school leaders, 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 end of each school year, to the **Sponsor** and to the 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 Annual Report is further described in Section 6.1.

The **Governing Authority** must annually evaluate the performance of the Chief Administrative Officer, or Operator when the **Governing Authority** contracts with an Operator, and of the Treasurer and provide **Sponsor** with the methodology used for such performance evaluations. Such evaluations are attached under **Attachment 4**.

- 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], 3313.534 [zero tolerance for violent and disruptive behavior], 3313.536 [school safety plan], 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], 3313.6012 [academic intervention], 3313.6013 [dual enrollment programs], 3313.6014 [notice of core curriculum requirements], 3313.6016 [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], 3321.02 [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], 4113.251 [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, the **School**, unless it is an e-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, the **School**, unless it is an e-school or a school in which a majority of the enrolled students are children with disabilities, shall comply with R.C. 3313.6021 [instruction in resuscitation] and R.C. 33113.6023 [CPR and AED training].
 - g. If the **School** operates a preschool program licensed under R.C. 3301.52 and 3301.59, the **School** shall comply with R.C. 3301.50 - 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the State Board under R.C. 3301.53.
 - h. The **School** shall comply with all other laws or rules that are or become applicable to Ohio community schools.
- 3.2 **Number of Students.** The **School** will provide learning opportunities to a minimum of Twenty-five (25) students; and for a minimum of Nine Hundred Twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades K-8 and/or serve ages 5-13 . The **School** contracted to serve grades NA 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 occupancy permit limit 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 to, and approval by, the **Sponsor** can the **School** calendar be materially changed. A material change shall be defined as any change of five 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 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 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 Board prohibits the enrollment of students who reside outside of _____ (the District in which the School is located).
(ii) <u>NO</u> state yes or no	The Governing Board permits the enrollment of students who reside in the districts adjacent to _____ (the District in which the School is located).
(iii) <u>YES</u> state yes or no	The Governing Board permits the enrollment of students who reside in any other District in the State of Ohio.

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

4.3 **Enrollment/Attendance Policy.** The **School** must adopt an enrollment, attendance or admissions policy requiring a student’s parent/guardian to notify the **School** of changes in the parent’s or the student’s residence. The policy must include an address verification 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 psychologist,

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 **Public Inspection of Policies.** The **School's** enrollment, attendance, and participation policies will be available for public inspection, posted on the **School's** website, and provided to the **Sponsor** upon request.
- 4.6 **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**.
- 4.7 **Automatic Withdrawal.** The **School** must provide for review by **Sponsor** of its 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.
- 4.8 **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.
- 4.9 **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.
- 4.10 **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.
- 4.11 **Payment to Sponsor.**
 - a. Pursuant to the R.C. 3314.03(C), the **Governing Authority** agrees to pay the **Sponsor** three percent (3%) of the total amount of payments for operating expenses that the **School** receives from the State in consideration for providing monitoring, oversight, and technical assistance

to the **School**. The Fiscal Officer shall make these payments each month to the **Sponsor**.

- 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, provided that the **School** is able to repay the State in installments.

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

4.13 **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 the organization's 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 **School** retains an attorney to negotiate the Operator Agreement, that attorney must be independent of the Operator with which the **School** is contracting, in accordance with R.C. 3314.036.
- d. 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 be evaluate. Approval is at **Sponsor's** discretion.

- e. 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 of or an opinion regarding legality and is not binding upon the **Sponsor**. The Operator Agreement shall at all times comply with this Contract and State and Federal law.
- f. Each Operator Agreement must meet the following requirements:
 - 1. Afford the **School** adequate resources to pay professional fees to resolve any 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 of the Operator Agreement, in accordance with R.C. 3314.032(A).
 - 3. Stipulate which entity owns all **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.
 - 4. 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 rendered, such property is property of the **School** and is not property of the Operator, in accordance with R.C. 3314.0210.
 - 5. All moneys the Operator loans 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)(3).
 - 6. 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. 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.
- g. 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, is likely to cause immediate or irreparable harm to the **School** and/or its students.
- 4.14 **Compliance with Health and Safety Standards.** Any facility used for or 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 available for inspection by **Sponsor**, with copies provided to **Sponsor** upon request. **School** recognizes the authority of public health and safety officials to inspect the facilities of the **School** and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations. The **School** 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.
- 4.15 **Technology Plan.** A Technology Plan is no longer required for federal E-Rate Funding.
- 4.16 **Policies and Parent Surveys.** The **School** agrees to have in place all required policies and handbooks, and to keep the same up to date, including but not limited to, a parent involvement policy, and, to perform on an annual basis a parent survey measuring parent satisfaction with the operation of the **School**.
- 4.17 **Access to Records.**
- a. The **Governing Authority, School, and Sponsor** agree that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA"), and its regulations, the **Sponsor** is an authorized representative of a state educational authority and the **School** is permitted to disclose to the **Sponsor** personally identifiable information from education records of students without parent consent (or student consent where applicable) and that the **Sponsor** is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement

activities of federal and state supported education programs. The **School** agrees to grant **Sponsor** complete read-only access to “education records” as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its Operator that is reportable to the Department 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 of the Department as a result of such access if caused solely and directly by the **Sponsor**.
 - d. **School** agrees to provide the **Sponsor** access to Testing Information Distribution Engine (“TIDE”) norm-referenced testing portal, Educational-Value Added Assessment System (“EVAAS”) data, and other school data necessary for **Sponsor** to fulfill its obligations.
- 4.18 **STEM School.** The **Governing Authority** shall indicate whether it is planning to seek designation for the **School** as a STEM School equivalent under R.C. 3326.032.
- 4.19 **Suspension and Expulsion Policies.** Prior to its opening, the **School** must adopt policies regarding suspension, expulsion, removal and permanent exclusion of a student that specify, among other things, the types of misconduct for which a student may be suspended, expelled or removed and the due process rights of the student. The **School’s** policies and practices must comply with the requirements of R.C. 3313.66, 3313.661, and 3313.662. The policies must specify the time-frame 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 student and parents/guardians upon request.

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

- 4.20 **Commitment to Remain Open for School Year.** The **School** agrees to remain open for students to attend until the end of the school year in which it is

determined that the **School** must close. The programs provided to students in the final year of **School** operation must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **Governing Board** fails to continue operations until the end of the school year or is otherwise suspended or terminated. **Sponsor** may suspend the operations or terminate the Contract as otherwise indicated by law.

- 4.21 **High School Diplomas.** 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, End of Course Exams, or other legally acceptable combination of tests required 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. Beginning, however, with 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, that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the 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 changes to graduation requirements.
- 4.22 **Compliance with Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

ARTICLE V

Mission, Educational Plan/Program and Performance Plan

- 5.1 **Educational Plan/Program.** The **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** Education 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 index, 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 grades of students and focus of curriculum, instructional methods, and alignment with Ohio Academic Standards is attached as part of **ATTACHMENT 2**. The Educational Plan/Program shall be followed and may not be changed without the written consent of the **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(L)(2). Learning opportunities may be classroom-based and non-classroom-based, and include supervised instructional and educational activities, and any blended instruction delivery, as defined in the **School's** Education Plan/Program. The Education Plan must detail any preschool, computer-based, or approved 22+ Adult High School Diploma programs. The Education Plan/Program is attached in **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 completing the learning opportunity. 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 the blended learning model it uses; (2) description of how student instructional needs are determined and documented; (3) method used to determine competency, credits and promotion of students; (4) attendance requirements; (5) description of how student progress will be monitored; (6) description of how private student data is protected; and (7) indication of teacher professional development 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 such as: 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 all students so the **Sponsor** can 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, include 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. From time to time, **Sponsor** and/or the Ohio 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 Board 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 data from state testing or report cards, 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 acceptable 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 the prior School Year and the **School** must submit the final report to the **Sponsor** and parents no later than four (4) months after the prior School Year.
- b. To the extent R.C. 3314.023 requires the **Sponsor** to complete an annual evaluation of the **School**, the **Governing Authority** agrees to make the

annual evaluation received from the **Sponsor** available to each parent by November 30th of each School Year.

6.2 **Additional Reporting.**

- a. **Sponsor Requests.** Unless specified otherwise, the **Governing Authority** and/or the **School** shall provide responses to reasonable requests from the **Sponsor** within ten (10) business days. Any deficiency shall be cured within a reasonable period of time acceptable to the **Sponsor**, except for a health or safety emergency, which must be immediately cured and which may be grounds for suspension of operations or termination of this Contract.
- b. **Findings for Recovery.** Annually, the **Governing Authority** shall report to the **Sponsor** any findings for recovery issued by the Auditor of State against any member of the **Governing Authority**, the Operator, if applicable, the Chief Administrative Officer, or any employee of the **School** with responsibility for fiscal operations or authorization to expend funds on behalf of the **School**, including those hired by the Operator. The **School** shall respond within a reasonable time to any of the **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 with which it contracts, if required by law, as it pertains to the **School**, upon **Sponsor** 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** will consider its Site Visit Reports in determining whether to renew a Contract. Site visits may require access to "educational records" as defined in the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. **School** agrees to grant **Sponsor** complete read-only access to educational records, as defined by FERPA, and all other records, reports and information maintained by the **School** or its agents that is reportable to the Department of Education or the Auditor of State. **Sponsor** agrees to comply with all FERPA regulations in regard to the disclosure of Student Education Records as defined therein.

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 staff 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 the **School**, the **Governing Authority** and **School** shall defend, indemnify, and hold harmless the **Sponsor** and its Board members, Superintendents, 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 this **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 the **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 forty (40) hours per week if the individual is teaching an industry-recognized credential program at a dropout recovery school pursuant to R.C. 3319.301.
- c. Upon employment, the **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 the credentials and background checks for all staff of the **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 27 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 upon providing documentation of courses.

- 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, violation 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 principal/superintendent that includes goal setting and review of student performance data throughout the school year. Any person qualified to perform evaluations must be credentialed by the Ohio 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 Ohio Department of Education if responsible for evaluating the principal/superintendent.
- 7.6 **Employee Benefits.** The **School** must provide to all full-time employees health and other benefits. In the event certain employees have bargained collectively under R.C. 4416, to 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 the professional development activities offered to the **School** staff as a part of the **School’s** Comprehensive Plan.
- 7.8 **Volunteers.** All volunteers must be notified that the **School** requires a background check before they can volunteer in 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
ERCO Rep Initials

MD

The **School** agrees that its fiscal officer shall be (pick, initial and sign only):

1. The **School's** Treasurer
Jeff Foster, Marcum, LLP; or
2. Its Operator
NA, through the
Operator's Treasurer
NA;
3. A qualified service provider named
NA
(credentials and training to be provided to the **Sponsor**.)

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 a **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. These 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 **ATTACHEMENT 4**. These evaluations will be considered in the **Sponsor's** renewal process.
- 8.7 **Fiscal Budget.** Each year of this Contract, on or before June 30, a revised school budget shall be submitted to the **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, must be included in the budget. Projected expenses must include the total estimated per pupil expenditure amount for each year. Should the **Sponsor** request further breakdown of revenue, line items for expenses, or revenue not projected, the **School** agrees to revise or comply with such requests. Should the **School** be managed by an Operator, the **Governing Authority** must provide the Operator 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 within Ohio.
 - c. Adequate payroll procedures;
 - d. Procedures for creating and reviewing of monthly and quarterly financial reports.
 - e. Internal control procedures for cash receipts, cash disbursement and purchases.
 - 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 necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments due to the **School** pursuant to R.C. 3314.08. The **School** may 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 anticipated receipts 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.

For schools with Operators, 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 the **Sponsor** of the time, date, and location of all such meeting to the **Sponsor** within three (3) business days of receiving notification of a 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 the **School**, the **Governing Authority**, its Directors, Officers and its employees, and also for the **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 the **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 the **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. A failure of the **Governing Authority** and/or **School** or 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 the **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 the **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 the **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 the **School**, to be performed, complied with, or observed; or (4) liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **Governing Authority** or to third parties in any way related to the **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 the **School** or the **Governing Authority** unless the **School** or **Governing Authority** obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.

9.3 **Survival.** All provisions of this Article XI 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, the **Governing Authority** must pass a resolution authorizing execution of this Contract and authorizing a member of the **Governing Authority** to execute this Contract for and on behalf of the **Governing Authority** with full authority to bind the

Governing Authority. The **School** shall provide a copy of resolution to **Sponsor**.

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

- Place the **School** Chief Administrator on an Improvement Plan and monitor progress at each **Governing Authority** meeting.
- Replace the **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 the **School's** compliance with all laws applicable to the **School** and with the terms of the Contract and provide technical assistance to the **School** in complying with applicable law and this Contract. The **Sponsor** is not the **School's** legal counsel, and the **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 the **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 the School.

- f. Take steps to intervene in the **School's** operation to correct problems with the **School's** overall performance, pursuant to R.C. 3314.023(E).
- g. Declare the **School** on probationary status pursuant to R.C. 3314.073.
- h. Suspend the operation of the **School** pursuant to R.C. 3314.072.
- i. Terminate the Contract pursuant to R.C. 3314.07 as determined necessary by the **Sponsor**.
- j. Require a corrective action plan from the **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 the **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 annual 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 the **School** is not an internet or computer-based school, and changes its facility location or adds a facility, provide annual assurances prior to the first year it operates from the new building pursuant to R.C. 3314.19.
- 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 the **Sponsor** Contract with the Department of Education to operate as a **Sponsor**.
- o. Assist the **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. The **Sponsor** may place the **School** on probationary status pursuant to R.C. 3314.073 in lieu of suspension or termination after consulting with the **Governing Authority** and specifying the conditions that warrant probation. Upon receiving the **Governing Authority's** written assurances, satisfactory to **Sponsor**, of the actions and time frame to remedy the conditions, the **Sponsor** may remove the probationary status. Probationary status shall not extend beyond the end of the School Year.

- 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 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. Upon receiving the Notice of 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.
 5. The **School** again has an opportunity to submit a proposed remedy within five business days. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.
 6. 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.
- e. Within fourteen (14) days after the informal hearing, the **Sponsor** will issue a final decision.
- f. Upon a decision of the **Sponsor** to suspend the Contract, it becomes void if the **Governing Authority** does not provide a proposal to remedy.
- g. Termination of the Contract shall be effective upon the occurrence of the later of the following events:
 - The date the **Sponsor** notifies the **School** of its decision to terminate the contract (if the School does not file a written notice requesting an informal hearing);
 - if after an informal hearing, the **Sponsor** affirms its decision to terminate this Contract, the effective date of the termination specified in the notice.
- h. 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. Any **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, or
 - 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 documentation.

10.10 **High Stakes Reviews.** 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; or
- 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 the **School** does not intend to renew its Contract with the **Sponsor**, the **School** shall notify the **Sponsor** in writing, including the reason, at least one hundred eighty (180) days prior to the 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 the **Sponsor**.

- 10.14 **Assignment of Contract.** The **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 the **Sponsor** and **Governing Authority** regarding either 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 his/her designee is final and binding. Any appeal of the decision of the Superintendent or his/her 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 Agreement shall be for a term of 3 year(s) commencing on July 1, 2021 and ending on June 30, 2024.

- 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 only. 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:

East Bridge Academy
Dalin Mohammed
4795 Evanswood Drive
Columbus, Ohio 43229
With a copy to:

School legal counsel

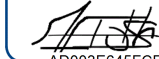
- 11.6 **Amendments, Updates and Modifications.** This Contract constitutes the entire agreement among the parties and any amendments, updates or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both parties. When a **School** seeks to amend or modify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

School Governing Authority

By: J. Leonard Harding

DocuSigned by:

AD003E645FCF423...

Title: Executive Director

Title: Board President

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

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**

**MODIFICATION
TO SPONSORSHIP AGREEMENT FOR A COMMUNITY SCHOOL
BY AND BETWEEN
EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC.
AND
GOVERNING AUTHORITY OF SCHOOL**

WHEREAS, ERCO and the Governing Authority is entering into a Sponsorship Agreement for a Community School (“Agreement”) with an initial term commencing on July 1, 2021; and

WHEREAS, ERCO and the Governing Authority agree to the following modification;

NOW THEREFORE, the parties modify the Agreement as follows:

ARTICLE III, Compliance with Ohio Laws, Section 3.1(a) is modified as follows:

- 3313.536 [school safety plan] is deleted.
- 3313.6016 [college and career readiness, financial literacy] is changed to 3313.6015 [college and career readiness, financial literacy]
- 3321.02 [student liberties religious act] is changed to 3320.02 [student liberties religious act]
- 4113.251 [whistleblower protection] is changed to 4113.52 [whistleblower protection]

ARTICLE III, Compliance with Ohio Laws, Section 3.1(f) is modified as follows:

- 33113.6023 [CPR and AED training] is changed to 3313.6023 [CPR and AED training]

ARTICLE IV, Operations, Section 4.13(f)(5) is modified as follows:

- 3314.03(A)(3) is changed to 3314.03(A)(30).

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE AGREEMENT INCLUDING BUT NOT LIMITED TO EACH ARTICLE TO SECTION TERM OR EXHIBIT, SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY ADDED, REPLACED, OR MODIFIED HEREIN.


Executed this 21 day of June, 2021 in Hamilton County, Ohio.

GOVERNING AUTHORITY

SPONSOR

School East Bridge Academy of Excellence

Educational Resource Consultants of Ohio, Inc.

By: 
AD003E645FCF423...

By: J. Leonard Harding
J. Leonard Harding

ATTACHMENT 1

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

East Bridge Academy of Excellence

Board Contact

2019-2020

Mohamud Dallin
President
6698 Concourse Drive
Columbus, Ohio 43229
(614) 332-4655 mohameddallin@yahoo.com

Dr. Ayan Osoble
390 James Way, Apt. G
Marion, Ohio 43302
(614) 556-3249
ayanosoble@yahoo.com

Neal Barkan
Vice President
81 S. 4th Street, Ste. 300
Columbus, Ohio 43215
(614) 351-8351
nbarkan@barkanmeizlish.com

Abass Abubakar
Secretary
1543 Red Leave Lane
(443) 600-0102
Columbus, Ohio 43223
abassabukar@yahoo.com

Mohamed Ali
Treasurer
3528 High Creek Drive
Columbus, OH 43223
(614) 589-3285
zeinabsharif062@gmail.com

Mohamud Dallin

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

OBJECTIVE:

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

STRENGTHS:

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

MAJOR ACCOMPLISHMENTS:

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

EDUCATION:

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

WORK HISTORY:

2006 – Present Golden Age Adult Day Care Services

Chief Executive Officer

Responsible for daily management of business including caring for seniors, managing Ohio Department of Aging passport program, develop and maintain monthly and annual budgets, and oversee marketing and sales efforts.

2000 – Present Bandir Estate Management, LLC, Columbus, OH

Founder and Part-Owner

Responsibilities included: developed project, budget and construction project; secured and managed tenants, mentored start-up businesses providing guidance and direction.

2002 - 2008 Evergreen Aviation

Inspector Consultant

Responsibilities included systematically identifying real and potential safety hazards and trends relative to aircraft and their operation, performed hazard analyses for aircraft programs or safety risk assessment for civil aircraft certifications including hazard identification, resolution, and tracking.

1998 – 2001 Evergreen Aviation

Safety Inspector (Inspector Airworthiness IA)

Responsibilities included systematically identifying real and potential safety hazards and trends relative to aircraft and their operation, performed hazard analyses for aircraft programs or safety risk assessment for civil aircraft certifications including hazard identification, resolution, and tracking.

1988 – 1998 Continental Airline A&P (U.S.A. Federal Aviation Administration License)

Maintenance & Avionics

Responsibilities included: testing and maintaining a wide range of aircraft instruments and electrical equipment including generators, motors and lighting systems; maintained aircraft hydraulic systems; maintained aircraft landing gear system, brakes and related pneumatic systems; maintain aircraft fuselages, wings, fixed and movable surfaces; and maintained the various systems in aircraft.

COMMUNITY LEADERSHIP EXPERIENCE

New Immigrant Advisory Board to the City Columbus, Board Member

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

Greater Linden (Business Zone), Board of Trustees

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

Huntington Bank Advisory Board, Board Member

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

Child Development Council of Franklin County, Board of Trustee

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

Mohamud I. Abdi

2729 Kantian Drive ♦ Columbus, OH 43219

Phone: (614) 504 - 4190 ♦ Cell: (301) 525-9035 ♦ Email: camalow@comcast.net

Summary of Qualifications

- Experience working in a variety of settings including Corporate and Non-Profit organizations
- Expertise in Management, Program Administration and Client Service
- Accomplished Sales and Marketing Professional with more than twenty one (21) years of experience

Skills

- Exceptional Customer Service
- Deliver Timely and Cost-Effective Solutions
- Interpersonal
- Communications Skills
- Management and Administration
- Sales and Marketing
- Leadership
- Teamwork

Professional Experience

Director of Marketing **2013 - Present**
Madison Home Health Services *Columbus, OH*

Regional Territory Manager **1998 - 2012**
Cystic Fibrosis Foundation Pharmacy *Bethesda, MD*

- Promoted and managed the business relationship with targeted Cystic Fibrosis (CF) Care Centers and customers.
- Served as liaison between patients, Care Centers, nurses and physicians.
- Designed and facilitated educational and informative sales presentations and workshops for patients, family members, physicians and nurses for entire Northeast and Midwest Territory.
- Coordinator for manufacturer program.
- Managed the day-to-day operations of pharmaceutical manufacturer programs which included Axcan, Scandipharm, Solvay, Genentech, Digestive Care and Novartis.
- Administered the patient assistance programs to help CF Care Centers.
- Resolved problems and issues within territory to increase sales and maintain contracts.
- Acted as liaison between patients and pharmaceutical companies.
- Developed and maintained rapport with manufacturer representatives.

Mohamud Abdi Resume

Professional Experience (continued)

Page 1 of 2
6/15/2017

Somali American Community Association (SACA)
(Non-Profit Organization) Co-Founder & Board Member

2004 - 2010
Silver Spring, MD

- Established a Non-Profit Community Organization for Somali Refugees who are currently resettled in Maryland by Refugee Resettlement Organizations in 2004.
- Assisting with school enrollment, purchasing supplies, and providing tutoring.
- Providing translation and interpretation, and document completion.
- Providing transportation to access key services
- Provides community-based organization to help address community needs. In summation, a multiplicity of reasons account for why many Somali refugees and immigrants are not participating fully in the opportunities in their community, some which have their bases in language, cultural, and educational barriers.
- Worked closely with committee and board members to plan events, address community needs and conduct productive meetings.
- To oversee the organization's financial affairs, making sure that the organization has adequate internal accounting systems and control.
- Assisted non-native English speaking residents develop conversational language skills
- Exposed immigrants to local customs and cultures.

Education

Education

- 1986 University of The District of Columbia, Washington, DC Bachelor of Arts, Political Science & Public Administration

References Available Upon Request

Abass Abubakar

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

Education

Lafale college, Mogadishu Somali, 1988-1990

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

Experience

Community liaison 2007-present

Columbus, Ohio

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

African Refugee Educational and Cultural services 2008-present

Columbus, Ohio

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

Neal Barkan

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

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

Admissions

Ohio Supreme Court

United States District Court Southern District of Ohio

United States District Court Northern District of Ohio

United States District Court Central District of Illinois

United States District Court Northern District of Illinois

United States District Court Southern District of Illinois

Sixth Circuit Court of Appeals

Education

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

Honors: Summa Cum Laude

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

Organizations

Columbus Bar Association

Ohio State Bar Association

American Bar Association

American Association for Justice

Phi Beta Kappa Fraternity

Dr. Ayan Osoble
390 James Way, Apt. G
Marion, OH 43302
(614) 556-3249

OBJECTIVE

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

SKILLS PROFILE

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

EMPLOYMENT HISTORY

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

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

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

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

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

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

Somali Woman and Children Alliance 1998-2000
Columbus, OH

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

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

EDUCATION

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



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/24/2021	202108305194	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00				0

Receipt

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

**AMY GOODSON CO., LLC
288 S. MUNROE ROAD
TALLMADGE, OH, 44278**

**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
1537290**

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

EAST BRIDGE ACADEMY OF EXCELLENCE

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

Document(s)

NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE

Effective Date: 03/24/2021

Document No(s):

202108305194



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 24th day of March, A.D. 2021.

Ohio Secretary of State

Form 522 Prescribed by:

Date Electronically Filed: 3/24/2021



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Statement of Continued Existence

Filing Fee: \$25

Form Must Be Typed

CHECK ONLY ONE (1) Box

(1) Statement of Continued Existence (163-CCE)
(Domestic Nonprofit Corporation)

(2) Verification of Foreign Nonprofit (173-FCE)
(Foreign Nonprofit Corporation)

By submitting this form the corporation is verifying with the secretary of state's office that it is still actively engaged in exercising its corporate privileges

Name of Corporation

Charter or License Number

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

Location of Principal Office
City County

Date of Incorporation
Date

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

Date of Qualification in Ohio
Date

Jurisdiction of Formation
Jurisdiction

Location of Office NOT in Ohio
Mailing Address

City State Zip Code

Location of Office IN Ohio
Mailing Address

City State Zip Code

All Corporations must complete this section

Current Statutory Agent's Name and Address

AMY E. GOODSON

Name of Agent

288 S. MUNROE RD.

Mailing Address

TALLMADE

City

OH

State

44278

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

The statement must be signed by a director, officer, or three members in good standing.

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.

MOHAMED DALLIN

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/15/2016	201616602652	AMENDED/RESTATED ARTICLES (AMA)	50.00	0.00	0.00	0.00	0.00

Receipt

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

AMY GOODSON CO LLC
288 S MUNROE RD
TALLMADGE, OH 44278

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Jon Husted
1537290**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
EAST BRIDGE ACADEMY OF EXCELLENCE

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

Document(s)

AMENDED/RESTATED ARTICLES

Effective Date: 06/06/2016

Document No(s):

201616602652



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 June, A.D. 2016.

Jon Husted
Ohio Secretary of State



Form 541 Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) SOS-FILE (877-767-3453)
Central Ohio: (614) 486-3910

www.OhioSecretaryofState.gov
bussenv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 1329
Columbus, OH 43216

Expedite Filing (Two business day processing time.
Requires an additional \$100.00)

P.O. Box 1390
Columbus, OH 43216

2016 JUN - 6 PM 2: 58

Certificate of Amendment (Nonprofit, Domestic Corporation) Filing Fee: \$50

Check the appropriate box:

- Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)
- Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation

Charter Number

A copy of the resolution of amendment must be attached to this document.

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

Required

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

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.

Kimberly Thomas
Signature

By (if applicable)

Kimberly Thomas
Print Name

Signature

By (if applicable)

Print Name

**Resolution of the Board of Directors
Gateway Academy of Ohio, Inc.
Now known as**

April 20,
May 16, 2016

RESOLVED, that the Board of Directors of Gateway Academy of Ohio, hereby amends its Articles of Incorporation to change the name of the corporation to _____.

East Bridge Academy of Excellence

CERTIFICATION OF RESOLUTION:

The undersigned Board President of ~~Gateway Academy of Ohio~~ Gateway Academy of Ohio Inc. Ohio Charter Number 1537740 hereby certifies that at a meeting of the directors duly called and held on ^{April 20,} ~~May 16,~~ 2016 at which a quorum was present in person an affirmative vote was cast which entitled them to exercise 100% of the voting power of the corporation adopted the foregoing resolution.

Kimberly Thomas

President, Board of Directors
Kimberly Thomas



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/22/2015	201526501628	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00	0.00	0.00	0.00	0.00

Receipt

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

GATEWAY ACADEMY OF OHIO
 65 E WILSON BRIDGE RD
 STE 200
 WORTHINGTON, OH 43085

**STATE OF OHIO
 CERTIFICATE**

**Ohio Secretary of State, Jon Husted
 1537290**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
GATEWAY ACADEMY OF OHIO

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

Document(s)

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 09/21/2015

Document No(s):

201526501628



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
 22nd day of September, A.D. 2015.

Jon Husted
Ohio Secretary of State



Form 521 Prescribed by:
JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) 8OS-FILE (877-767-3453)
Central Ohio: (614) 466-3910

www.OhioSecretaryofState.gov
busserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non-expedited)
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

2015 SEP 21 AM 8:28

Statutory Agent Update Filing Fee: \$25

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

Corp (165-AGS)

LP (165-AGS)

LLC (171-LSA)

Business Trust (171-LSA)

Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

Corp (145-AGA)

LP (145-AGA)

LLC (144-LAD)

Business Trust (144-LAD)

Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

Corp (155-AGR)

LP (155-AGR)

LLC (153-LAG)

Partnership (153-LAG)

Business Trust (153-LAG)

Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

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

Name and Address of New Agent

Name of Agent

Mailing Address

City

State

Zip Code

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

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
Name of Agent

statutory agent for , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

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

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

New Address of Agent
Mailing Address

City

State

Zip Code

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

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

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

Mailing Address

City

State

Zip Code

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

Required

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

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.

Kimberly Thomas
Authorized Representative

Board President
By (if applicable)

Kim Thomas
Print Name

Authorized Representative

By (if applicable)

Print Name



JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910
 www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov
 File online or for more information: www.OHBusinessCentral.com

Please return the approval certificate to:

Name:

Gateway Academy of Ohio
 (Individual or Business Name)

To the attention of:

Amy E. Goodson, Esq.
 (if necessary)

Address:

288 S. Munroe Rd

City:

Tallmadge

State:

Ohio

ZIP Code:

44278

Phone Number:

330.962.6776

E-mail Address:

Amy@amygoodsonlaw.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:** For the purpose of advising as to the acceptability of the proposed filing, a form that is to be submitted at a later date for processing may be submitted for examination for a fee of \$50.00. The Preclearance will be complete within 1-2 business days.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities

EAST BRIDGE ACADEMY OF EXCELLENCE
2323 LAKE CLUB DRIVE
COLUMBUS OH 43232-3101

Date:
February 25, 2019
Person to contact:
Name: Mr. Schatz
ID number: 0196497
Employer ID number:
87-0778588
Form 990 required:
Yes

Dear Sir or Madam:

We're responding to your request dated February 21, 2019, about your tax-exempt status.

We issued you a determination letter in August 2008, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(ii).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ.
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

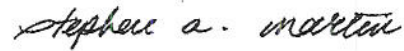
You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

Letter 4168 (2-2018)
Catalog Number 66666G

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,



Stephen A. Martin
Director, Exempt Organizations Rulings
and Agreements

Letter 4168 (2-2018)
Catalog Number 66666G

CODE OF REGULATIONS OF EAST BRIDGE ACADEMY OF EXCELLENCE

ARTICLE I GENERAL

Section 1. Name.

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

Section 2. Operation, Objectives, and Guiding Principles.

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

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

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

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

Section 3. Location.

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

Section 4. Property.

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

**ARTICLE II
BOARD OF DIRECTORS**

Section 1. Management.

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

Section 2. Authority.

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

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

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

Section 4. Director Vacancies.

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

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

Section 5. Qualifications.

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

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

Section 6. Compensation.

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

Section 7. General Powers of the Board.

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

Section 8. Other Powers.

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

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

**ARTICLE III
MEETINGS**

Section 1. Meetings of the Board.

The Board shall use standard practices of parliamentary procedure.

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

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

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

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

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

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

Section 3. Quorum.

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

Section 4. Vote of Directors.

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

Section 5. Executive Session.

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

ARTICLE IV OFFICERS

Section 1. Election of Officers.

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

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

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

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

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

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

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

Section 2. Assistant and Subordinate Officers.

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

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

Section 3. Duties of Officers May be Delegated.

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

Section 4. Qualifications and Authority of Officers.

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

Section 5. Term of Office.

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

Section 6. Resignation and Removal.

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

Section 7. Officer Vacancies.

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

**ARTICLE V
COMMITTEES**

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

**ARTICLE VI
BOARD POLICIES**

Section 1. Nondiscriminatory Policy

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

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

Section 2. Conflicts of Interest Policy

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

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification.

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

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

Section 2. Insurance.

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

ARTICLE VIII CONFLICT WITH ARTICLES OF INCORPORATION

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

**ARTICLE IX
DISSOLUTION**

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

**ARTICLE X
FISCAL YEAR**

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

Administrative and Governance Plan

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

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

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

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

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

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

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

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

- (1) be a resident of the School's greater geographical area and/or be conscious of the population and community from which the student body will be composed- in other words, they must offer some form of community association;
- (2) show a genuine concern (passion) for the education of today's youth, especially those that comprise the School's targeted student population;
- (3) add to the variety of professions/occupations represented by the existing

Board composition, broadening the expertise of the group corporately; and (4) create a cross- section of diverse professions/occupations representative of the community. Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time. Founding and new governing board members will be provided with an orientation and training made available. All board members shall participate in a 5-hour governance training session within thirty (30) days of appointment to the Board, which will include but not be limited to the following topics:

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

CODE OF ETHICS & CONFLICT OF INTEREST POLICY

I. PURPOSE

The purpose of this Code of Ethics and Conflict of Interest Policy is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest; (ii) full, fair, accurate, timely and understandable disclosure; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations; and, (v) accountability for adherence to this Code of Ethics. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit corporations and Ohio community schools.

II. DEFINITIONS

1. Interested Person. Any director, officer, or member of a committee with governing board delegated powers of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:
 - (a) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
 - (b) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
 - (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

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

A financial interest is not necessarily a conflict of interest. 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.

III. PROCEDURES

1. Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her 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.
2. 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 or 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 thereupon determine whether the disclosure shows that a conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest.
 - a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
 - b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
4. Violations of the Conflict of Interest Policy.
 - a. If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.
 - b. If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.

5. Prohibited Relationships and Acts. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and applicable employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:
- (i) No member of the governing board shall be an officer or employee of an education management organization or a sponsor having a business relationship with the Corporation.
 - (ii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.
 - (iv). No member of the governing board shall during the time of membership also serve as a member of a school district board of education.
 - (v) No member of the governing board shall owe money to the state in relation to a closed community school or have an unresolved finding for recovery against him or her as listed in the state audit database.
 - (vi) No member of the governing board shall have been convicted of a crime that would cause that member to be ineligible for a teaching license.
 - (vii) No member of the governing board shall have been convicted or have pled guilty to theft in office under Ohio Revised Code 2921.41 or a substantially similar offense in another state.

IV. 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 interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- (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 therewith.

V. COMPENSATION

- (a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation other than the compensation as

authorized under the Ohio Revised Code for compensation to community school governing board members.

- (b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

VI. ANNUAL CONFLICT OF INTEREST STATEMENTS

Each director, officer and employee shall at the time of election, appointment or employment, and every annually thereafter, sign a statement which affirms that such person:

- (a) Has received a copy of this Code of Ethics and Conflict of Interest Policy,
- (b) Has read and understands this Code of Ethics and Conflict of Interest Policy,
- (c) Has agreed to comply with this Code of Ethics and Conflict of Interest Policy, and
- (d) Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- (e) Understands that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions. All members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions. These restrictions also apply to all officers and employees of a community school, although teachers and other educators who do not perform, and have no board to perform, supervisory or administrative functions are not subject to the post-employment and conflict of interest restrictions in R.C. 102.03.

VII. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter, the Corporation's Code of Regulations and all other laws, rules and regulations applicable to the Corporation's purposes and business. Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful. The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's

president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment. Directors, officers and applicable employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
- (b) Whether partners and joint venture arrangements and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.

School: East Bridge Academy of Excellence

2020-2021 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.
 yes no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.
 yes no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.
 yes no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
 yes no
5. Are you employed by:
 a school district?
 yes no
 an educational service center?
 yes no
6. Do you serve on a traditional public school district board of education?
 yes no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?
 yes no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?
 yes no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?
 yes no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?
 yes no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.
 yes no
12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.
 yes no

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

yes no

If yes, describe the Financial Interest: _____

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

_____ or None

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

_____ or None

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

_____ or None

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:

School Name:	Stipend Amount:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

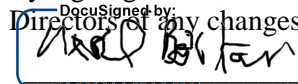
17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:

none

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

yes no

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

DocuSigned by:

8D8905EEA2DE462...

5/25/2021

Signature
Neal Barkan

Date

Name Printed

School: East Bridge Academy of Excellence

2020-2021 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.
 yes no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.
 yes no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.
 yes no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
 yes no
5. Are you employed by:
a school district?
 yes no
an educational service center?
 yes no
6. Do you serve on a traditional public school district board of education?
 yes no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?
 yes no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?
 yes no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?
 yes no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?
 yes no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.
 yes no
12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.
 yes no

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

yes no

If yes, describe the Financial Interest: _____

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

_____ or None

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

_____ or None

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

_____ or None

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:


School Name:	Stipend Amount:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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

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

yes no

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

DocuSigned by:

AD003E645FCF423...

Signature
Mohamed Dallin

1/5/2021

Date

Name Printed

School: East Bridge Academy of Excellence

2020-2021 BOARD MEMBER QUALIFICATION & CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.
 yes no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.
 yes no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.
 yes no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
 yes no
5. Are you employed by:
 a school district?
 yes no
 an educational service center?
 yes no
6. Do you serve on a traditional public school district board of education?
 yes no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?
 yes no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?
 yes no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?
 yes no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?
 yes no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.
 yes no
12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.
 yes no

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

yes no

If yes, describe the Financial Interest: _____

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

_____ or None

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

_____ or None

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

_____ or None

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:

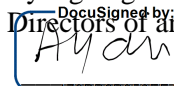
School Name:	Stipend Amount:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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

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

yes no

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

DocuSigned by:

173BB2B958EF405...

1/5/2021

Signature
Ayan Osoble

Date

Name Printed

School: East Bridge Academy of Excellence

**2020-2021 BOARD MEMBER QUALIFICATION &
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

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

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.
 yes no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.
 yes no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.
 yes no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
 yes no
5. Are you employed by:
a school district?
 yes no
an educational service center?
 yes no
6. Do you serve on a traditional public school district board of education?
 yes no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?
 yes no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?
 yes no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?
 yes no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?
 yes no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.
 yes no
12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.
 yes no

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

yes no

If yes, describe the Financial Interest: _____

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

or None

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

or None

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

or None

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:

School Name:

Stipend Amount:

Bridge Gate

\$ 0

East Bridge

\$ 0

\$

\$

\$

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

None

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

yes no

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

Signature

Date

Abass Abubakar

6/1/21

Name Printed

School: East Bridge Academy of Excellence

**2020-2021 BOARD MEMBER QUALIFICATION &
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

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

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.
 yes no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.
 yes no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.
 yes no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
 yes no
5. Are you employed by:
a school district?
 yes no
an educational service center?
 yes no
6. Do you serve on a traditional public school district board of education?
 yes no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?
 yes no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?
 yes no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?
 yes no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?
 yes no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.
 yes no
12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.
 yes no

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

yes no

If yes, describe the Financial Interest: _____

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

_____ or None

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

_____ or None

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

_____ or None

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:

School Name:	Stipend Amount:
BRIDGE GATE COMMUNITY SCHOOL	\$ 0
EAST BRIDGE ACADEMY	\$ 0
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

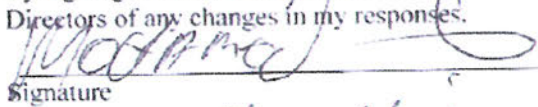
17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:

NONE

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

yes no

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


Signature

6-1-21
Date

MOHAMED ALI
Name Printed

East Bridge Academy of Excellence

2021-2022 School Calendar

August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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

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

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

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

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

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

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

- School Closed
- Parent Teacher Conferences
- PD Professional Development (no school for students)
- Report Cards/End of Semester
- First and Last Day of School

Aug 18-25	Planning/Professional Development Days	Jan 14	End of 2nd Quarter-43 Instructional Days-279.5 H
Aug 26	First Day of School for Students	Jan 17	Martin Luther King's Day - No School
Sept 3	Professional Development Day - No School	Jan 18	Professional Development - No School
Sept 6	Labor Day - Closed	Jan 19	Professional Development - No School
Oct 15	Professional Development - No School	Feb 2	Professional Development - No School
Oct 26	End of 1st Quarter-41 Instructional Days-266.5 Hrs.	Feb 21	President's Day - No School
Nov 2	Professional Development Day - No School	Mar 9	Professional Development - No School
Nov 23	Parent Teacher Conferences - 4:00pm -8:00pm	Mar 22	End of 3rd Quarter-41 Instructional Days-266.5 H
Nov 24	Parent Teacher Conferences - 8:00am -Noon - No School	Mar 23	Professional Development - No School
Nov 25-26	Thanksgiving Break - No School	Apr 15-22	Spring Break - No School
Dec 20 - Dec 31	Winter Break - No School	May 27	Last Day-End of 4th Quarter-41 Days/266.5 Hrs
Jan 3	Classes Resume	May 30	Memorial Day - No School

166 - Instructional School Days - 1079 Instructional Hours
 14 Professional Development Days - 112 PD Hours
 1 Parent Teacher Conference Day



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities

EAST BRIDGE ACADEMY OF EXCELLENCE
2323 LAKE CLUB DRIVE
COLUMBUS OH 43232-3101

Date:
February 25, 2019
Person to contact:
Name: Mr. Schatz
ID number: 0196497
Employer ID number:
87-0778588
Form 990 required:
Yes

Dear Sir or Madam:

We're responding to your request dated February 21, 2019, about your tax-exempt status.

We issued you a determination letter in August 2008, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(ii).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ.
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

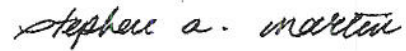
You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

Letter 4168 (2-2018)
Catalog Number 66666G

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,



Stephen A. Martin
Director, Exempt Organizations Rulings
and Agreements

Letter 4168 (2-2018)
Catalog Number 66666G

ERCO

SELF EVALUATION OF OPERATIONS AND GOVERNANCE GOALS AND MEASUREMENTS

School: East BRidge Academy of Excellence

Date: 5/24/2021

GOALS	EXCEEDS EXPECTATIONS (4) points	MEETS EXPECTATIONS (3) points	APPROACHES EXPECTATIONS (2) points	BELOW EXPECTATIONS (1) point
School complies with governance requirements and expectations.	X			
School holds academic, operations, financial, and administrative leadership accountable for performance.	X			
School-wide environment is conducive to learning.	X			
School complies with facilities requirements.	X			
School complies with health and safety requirements.	X			
School complies with reporting requirements.	X			
School complies with all other obligations.	X			
Primary contacts (including governing board members, superintendent(s), principal(s), or designees thereof) cooperate by responding to sponsor requests within requested timeframes.	30			
Scoring: 4 = Exceeds expectations 3 = Meets expectations 2 = Approaches expectations 1 = Below expectations	Directions: Complete for current year and project for each remaining contract year.			

41104

**BRIDGE GATE COMMUNITY SCHOOL
EAST BRIDGE ACADEMY OF EXCELLENCE
2021-2022 School Year Board of Directors Meetings**

Location:

4060 Sullivant Avenue
Columbus, Ohio 43228

(or as determined by the Board of Directors)

Time: 6:00 PM

Dates:

Wednesday, July 14, 2021

Wednesday, September 8, 2021

Wednesday, November 10, 2021

Wednesday, January 12, 2022

Wednesday, March 9, 2022

Wednesday, May 11, 2022

ATTACHMENT 2

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

Education Plan

Program Alignment with Ohio Academic Standards

East Bridge Academy of Excellence's model is built on the concept of empowering students with 21st Century skills. Our curriculum is aligned to Ohio's Learning Standards. The Learning Standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21st Century skills.

Learning Standards – The Academy will teach in accordance with the Ohio Learning Standards.

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

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

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

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

Non-Core Content

Physical education will be taught to all students in grades K-5. Physical education classes will emphasize healthy lifestyles and enhance motor skills among students. The classes will operate in thirty-minute increments, and the instructor will be teaching and utilizing the Ohio Learning Standards, as it relates to physical education.

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

It is imperative that the focus of curricula for the students is based on specific knowledge and skills which are supported by effective instructional practices. The written curriculum for The Academy will be based on the Ohio Model Curricula, which can be accessed using the following link:

<http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula>.

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

Instructional Practices

Twenty-first Century students need to be adaptive critical thinkers. The Academy will employ a variety instructional delivery methods which will foster collaboration and communication skills among students. Our model focuses on the students' learning styles and levels of ability by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards based instruction which incorporates all of the requirements for the 21st Century citizen. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. They are being trained to be media savvy and career oriented. Students need to understand and learn how to take advantage of the various forms of technology available to today's work force. To remain competitive in an increasingly global, knowledge-based economy, students must have a skill set which includes technology, collaboration, innovation, critical thinking and problem solving.

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

Computer Based Learning

The Academy utilizes a computer based instructional program which is designed to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence among students. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text. Integration of technology promotes self-directed learning and computer literacy. It also engrosses students into the educational content which enhances learning. Students with various learning styles can be academically successful with the utilization of computer based learning, as it addresses various modalities. Through Computer Based Instruction, lessons are

sequenced carefully for maximally effective learning of “big ideas.” Instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Instructional programs challenge students to use various strategies for solving problems; thereby, enhancing critical thinking and problem solving skills. The individual lessons use mediated scaffolding. This means that students are presented with problems with a high degree of structure and support from the program. As students become more capable and advance through lessons, the structure is decreased so that they become increasingly independent learners. Computer-based instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Computer-Based instruction is an integral delivery method in our approach to educate EL students, as it fosters critical thinking and interactive activities which focuses on current grade levels of students. It helps with language and literacy development, and integrates elements to address all learning styles.

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

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

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

provide access to mathematics for all students”.

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

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

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

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

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

Student-Centered Learning

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

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

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

Our commitment to keeping students safe, loved and learning includes making decisions based on the latest research and practices in order to provide the best

possible educational outcome for each and every one of our students. Madeline Hunter’s Essential Elements of Effective Instruction (EEEI) will be the framework for all instruction. This will be a district-wide initiative to focus on the fundamentals of quality instruction. The Elements of the lesson cycle must meet the cognitive and affective needs on the learner’s mind. The chart below describes the elements of the lesson and the impact on the learner’s mind. This framework will be the basis of the lesson cycle that will be utilized throughout all forms of instruction.

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

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

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

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

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

Student Based Learning

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

Teachers will assign roles and responsibilities to each learner and utilize creativity in instructional delivery practices. This learning model supports the Constructivist theory and increases the development of metacognitive skills. Recent neuroscience discoveries indicate that dendrites from the brain cells only grow when the brain is actively engaged. The neuron-networks, which are formed in the human brain, remain connected when repeatedly utilized (Ratey, 2002). In order to maximize learning, instructional techniques must be employed which allows the learner increase the development of neuron-networks in the brain. The assignment of various learning tasks and responsibilities stimulates growth through exercising the brain. EL students will increase knowledge through this robust and rigorous model, as they will learn by doing. The EL students will be placed in heterogeneous groups; whereby, they will have an improved grasp on the English language and social skills will be enhanced.

http://www.iglls.org/files/classroom_brief.pdf

<http://ijerme.rmodernresearch.com/wp-content/uploads/2015/06/55.pdf>

Project Based Learning

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

- Research in neuroscience and psychology has extended cognitive and behavioral models of learning—which support traditional direct instruction—to show that knowledge, thinking, doing, and the contexts for learning are inextricably tied. We now know that learning is partly a social activity; it takes place within the context of culture, community, and past experiences. This is apparent in research on problem-based learning in the medical field, an important forerunner of PBL. Research shows that learners not only respond by feeding back information, but they also actively use what they know to explore, negotiate, interpret, and create. They *construct* solutions, thus shifting the emphasis toward the process of learning. In addition, cognitive research has revealed much more about the nature of problem solving. Education has benefited from this research, as teachers have learned how to effectively scaffold content and activities to amplify and extend the skills and capabilities of students.
- Most teachers understand that the industrial culture shaped the organization and methods of schools in the 20th century and recognize that

schools must now adapt to a new century. Students need both knowledge *and* skills to succeed. This need is driven not only by workforce demands for high-performance employees who can plan, collaborate, and communicate, but also by the need to help all young people learn civic responsibility and master their new roles as “global citizens”.

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

- be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests (Geier et al., 2008);
- be more effective than traditional instruction for teaching mathematics, science, and social science (Boaler, 1997; Mergendoller, 2007; Walker & Leary, 2008);
- be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers (Strobel & van Barneveld, 2008);
- be more effective than traditional instruction for preparing students to integrate and explain concepts (Capon & Kuhn, 2004);
- improve students’ mastery of 21st century skills (Hmelo, 1998);
- be especially effective with lower-achieving students (Lynch et al., 2005); and,
- provide an effective model for whole school reform (National Clearinghouse for Comprehensive School Reform, 2004).

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

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

The Essential Elements of Effective Instruction

EEEEI is used as the roadmap for Student Centered Learning, as it guides the fundamentals of quality instruction. It provides instructional strategies which will foster powerful teaching and learning for all students, and the instruction is collective, collaborative and focused. Based on the research of Madeline Hunter, in

order to achieve optimal instruction, effective procedures must occur at the planning stages.

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

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

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

Curriculum Alignment with Ohio Learning Standards

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

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

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

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

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

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

Mission and Vision

Mission

East Bridge Academy will promote knowledge, wisdom and understanding to all stakeholders that empowers success in our global society.

The mission of East Bridge Academy has four components.

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

East Bridge Academy will ensure that our students are prepared to be successful in life after

graduation and beyond. In the pursuit to prepare our students for life after graduation we must create a productive learning environment with high expectations. To achieve our mission, East Bridge Academy will set high expectations, create classroom environments and a culture

respectful and productive that will assist students in reaching their full potential. We must prepare our students for entering and excelling in society. To compete in a global society is a right that every student is entitled to. In today's day in age we must move away from our traditional methods we are accustomed to and start utilizing nontraditional methods of instructional delivery. Graduation, employment, and college entrance rates will be collected and monitored to ensure we are in fact accomplishing the mission of our program.

We believe that children from low income families in distressed neighborhoods face conditions that put them at a disadvantage academically. For example, conditions such as lack of income and the high levels of parental stress that accompany economic distress, health hazards, exposure to violence, and frequent moving equip children with less resilience and persistence than children in more affluent communities. We involve parents and families in their children's education by reaching out to parents to get them to be active partners in their children's schooling. Family Advocates will create an on-going parent education program and ensure that families are linked to the opportunities they need to

support their children's school success. Research indicates that parent involvement makes an impact on students' attitudes, attendance, and academic achievement. Parent involvement and involved families are essential to a child's success. Communication between the school and parents establishes an environment of learning beyond the school walls. We join with parents and other community members to create a mission of improved learning for everyone involved. Parent and stakeholder surveys will be conducted to obtain valuable data to measure our intended purpose of creating positive relationships that promote knowledge, wisdom and understanding.

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

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

Vision

Vision Statement: Be THE School

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

East Bridge Academy's vision involves a hierarchy of needs that we have identified as relevant to the educational process. These needs can be visualized as forming a pyramid consisting of, in ascending order, physical and biological needs, safety needs, emotional and love needs, self-esteem needs, and finally self-actualization. Each level must be at least somewhat firmly in place before the next level can be successfully met. The traditional approach to education starts at too high a position in the hierarchy, ignoring the more basic needs and only

minimally addressing emotional and self-esteem needs. Because academic learning actually lies in the upper portion of this hierarchy of needs, attempts at education will not work unless the needs below this position in the hierarchy have been sufficiently filled.

Whereas traditional schools focus mainly on providing educational services, East Bridge

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

As the District Leadership and Building Leadership Teams evaluate the progress of East Bridge Academy of Excellence, the need for increased academic performance in ELA and mathematics is the focus. In addition, it has been further determined that the school will place a greater focus on the improvement of the overall school climate, by fostering community partnerships and supports.

Over the past three years, the students of East Bridge Academy of Excellence have not met proficiency rates in the content areas of ELA or mathematics. Gains were demonstrated in STAR Renaissance data; however, the gains did not translate on the Ohio State Tests. The Building Leadership Team collaborates monthly to evaluate the progress of students, with the guidance of the State Support Team of 11. A data analysis of formative data is conducted three times per year, and state mandated summative data is analyzed yearly to review the academic progress of all students. Therefore, the following academic goal has been designated for the school:

Goal 1 – Curriculum, Instruction and Assessment

By 2021, the school will increase the percentage of students scoring proficient in all subgroups in reading and math by 5% on the state mandated test through access to high quality learning opportunities by highly qualified teachers and support staff.

East Bridge Academy of Excellence has implemented various strategies to increase academic performance among all students. The staffing model was modified by adding the position of Dean of School Academics to primarily focus on instructional delivery methods and provide coaching and guidance to instructors on a daily basis, rather than weekly. The Dean of School Academics will receive monthly professional development facilitated by the Vice President of Academics and Assessment and the Director of Curriculum and Instruction.

Another area of focus identified at East Bridge Academy of Excellence is increased community engagement. When conducting an analysis of community engagement, the community engagement index indicated less than 10%. Increased community engagement would enhance the school climate and increase student achievement. Thus, the District and Building Leadership teams formulated the following goal:

Goal 2 – Community and Family Engagement

By 2021, the school will implement individual intervention supports and services, community partnerships, and family engagement initiatives that work together to create a positive, safe, and engaging learning environment that reinforces academic achievement

goals for all students, resulting in an increase in student proficiency on state mandated testing of 5%.

East Bridge Academy of Excellence will champion a minimum of 10 community partnerships per year, and these community entities will work continuously with the school and families. Additionally, family engagement events will be planned on a monthly basis, which will include the participation of community vendors. The school will work with the Regional Director of Community Engagement to forge additional community partnerships and create events to solicit family participation. Mental health services, teacher mentoring programs, and specialized instructional support initiatives will be implemented to ensure students' social and emotional health needs are addressed. Moreover, parents will participate in virtual and on-site professional development where they will receive guidance on how to assist students with remote learning.

The third identified area of focus for East Bridge Academy of Excellence is positive school culture and climate. There were more than 10 out-of-school suspensions over the past three years. The District and Building Leadership Teams have determined that the school will shift its focus on positive behavior interventions to increase student engagement and decrease out-of-class and out-of-school occurrences. The Building Leadership Team created the following goal:

Goal 3 – School Climate and Supports

By 2021, East Bridge Academy of Excellence will increase the positive culture and climate of the school and its supports by providing a structured and tiered PBIS framework, while increasing parent engagement and community supports, resulting in a decrease in behavior suspensions by 25%, which will meet the improvement standard for the chronic absenteeism indicator on the school report card.

In an effort to promote positive behavior, the school will implement a structured, school-wide PBIS program, which will outline expectations and procedures. Teachers will receive ongoing professional development on how to implement the plan with fidelity, and parents and stakeholders will become cognizant and participate in the PBIS program. Moreover, an attendance program will be created to track classroom and individual student attendance.

Projected Student Profile Information

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

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

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

School Curriculum and Pedagogy

The East Bridge Academy of Excellence model is built on the concept of empowering students with 21st Century skills. Our curriculum is aligned to Ohio's Learning Standards. The Learning Standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21st Century skills.

Learning Standards – Beacon Academy will teach in accordance with the Ohio Learning Standards.

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

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

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

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

Non-Core Content

Physical education will be taught to all students in grades K-5. Physical education classes will emphasize healthy lifestyles and enhance motor skills among students. The classes will operate in thirty-minute increments, and the instructor will be teaching and utilizing the Ohio Learning Standards, as it relates to physical education.

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

It is imperative that the focus of curricula for the students is based on specific knowledge and skills which are supported by effective instructional practices. The written curriculum for The Academy will be based on the Ohio Model Curricula, which can be accessed using the following link:

<http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula>.

Instructors will employ a variety of strategies to effectively implement the Ohio Model Curriculum. Teachers will incorporate pedagogy which will address visual,

auditory and kinesthetic learners. Additionally, students will have opportunities to collaborate and form learning groups, in which they will be guided to take ownership in the learning process. Small group instruction will be provided to students who display learning deficits. Technology will be integrated into the lessons through the utilization of Promethean tables, Promethean boards, document cameras and Chromebooks.

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

Twenty-first Century students need to be adaptive critical thinkers. The Academy will employ a variety instructional delivery methods which will foster collaboration and communication skills among students. Our model focuses on the students' learning styles and levels of ability by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards based instruction which incorporates all of the requirements for the 21st Century citizen. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. They are being trained to be media savvy and career oriented. Students need to understand and learn how to take advantage of the various forms of technology available to today's work force. To remain competitive in an increasingly global, knowledge-based economy, students must have a skill set which includes technology, collaboration, innovation, critical thinking and problem solving.

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

Computer Based Learning

The Academy utilizes a computer based instructional program which is designed to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence among students. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text. Integration of technology promotes self-

directed learning and computer literacy. It also engrosses students into the educational content which enhances learning. Students with various learning styles can be academically successful with the utilization of computer based learning, as it addresses various modalities. Through Computer Based Instruction, lessons are sequenced carefully for maximally effective learning of “big ideas.” Instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Instructional programs challenge students to use various strategies for solving problems; thereby, enhancing critical thinking and problem solving skills. The individual lessons use mediated scaffolding. This means that students are presented with problems with a high degree of structure and support from the program. As students become more capable and advance through lessons, the structure is decreased so that they become increasingly independent learners. Computer-based instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Computer-Based instruction is an integral delivery method in our approach to educate EL students, as it fosters critical thinking and interactive activities which focuses on current grade levels of students. It helps with language and literacy development, and integrates elements to address all learning styles.

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

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

” Technology is an essential tool for learning mathematics in the 21st

century, and all schools must ensure that all their students have access to technology. Effective teachers maximize the potential of technology to develop students' understanding, stimulate their interest, and increase their proficiency in mathematics. When technology is used strategically, it can provide access to mathematics for all students".

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

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

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

Since the School's curriculum is technology-enriched, it is critical that safe, ethical and, appropriate use of all technology usage is promoted at the School. The School supports the safe, ethical, and legal use of technology resources. The School will provide for compliance with the acceptable use of technology through appropriate student supervision and filtering techniques and software. These techniques, in

addition to blocking inappropriate materials, will automatically notify School staff of such attempts immediately. All School staff will be required to participate in the School's professional development modules on effective use of technology and demonstrate proficiency in delivering and supporting instruction using technology.

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

Student-Centered Learning

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

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

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

linked to different cultures, communities and past experiences. They are also afforded the opportunity to interact with peers.

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

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

Independent Practice

Causes the student to gain fluency by practicing independently.

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

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

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

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

Student Based Learning

The needs of students are the focal point of instruction. Therefore, it is imperative that our instructional methods support every learning style, and students are empowered to have ownership in their individual learning process. Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners, including EL students. One of the benefits is

higher student achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with different styles. As students learning styles are discovered, and instruction is designed to support the learning styles, their academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

Teachers will assign roles and responsibilities to each learner and utilize creativity in instructional delivery practices. This learning model supports the Constructivist theory and increases the development of metacognitive skills. Recent neuroscience discoveries indicate that dendrites from the brain cells only grow when the brain is actively engaged. The neuron-networks, which are formed in the human brain, remain connected when repeatedly utilized (Ratey, 2002). In order to maximize learning, instructional techniques must be employed which allows the learner increase the development of neuron-networks in the brain. The assignment of various learning tasks and responsibilities stimulates growth through exercising the brain. EL students will increase knowledge through this robust and rigorous model, as they will learn by doing. The EL students will be placed in heterogeneous groups; whereby, they will have an improved grasp on the English language and social skills will be enhanced.

http://www.iglls.org/files/classroom_brief.pdf

<http://ijcrme.rmodernresearch.com/wp-content/uploads/2015/06/55.pdf>

Project Based Learning

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

- Research in neuroscience and psychology has extended cognitive and behavioral models of learning—which support traditional direct instruction—to show that knowledge, thinking, doing, and the contexts for learning are inextricably tied. We now know that learning is partly a social activity; it takes place within the context of culture, community, and past experiences. This is apparent in research on problem-based learning in the medical field, an important forerunner of PBL. Research shows that learners not only respond by feeding back information, but they also actively use what they know to explore, negotiate, interpret, and create. They *construct* solutions, thus shifting the emphasis toward the process of learning. In addition, cognitive research has revealed much more about the nature of problem solving. Education has benefited from this research, as teachers

have learned how to effectively scaffold content and activities to amplify and extend the skills and capabilities of students.

- Most teachers understand that the industrial culture shaped the organization and methods of schools in the 20th century and recognize that schools must now adapt to a new century. Students need both knowledge *and* skills to succeed. This need is driven not only by workforce demands for high-performance employees who can plan, collaborate, and communicate, but also by the need to help all young people learn civic responsibility and master their new roles as “global citizens”.

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

- be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests (Geier et al., 2008);
- be more effective than traditional instruction for teaching mathematics, science, and social science (Boaler, 1997; Mergendoller, 2007; Walker & Leary, 2008);
- be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers (Strobel & van Barneveld, 2008);
- be more effective than traditional instruction for preparing students to integrate and explain concepts (Capon & Kuhn, 2004);
- improve students’ mastery of 21st century skills (Hmelo, 1998);
- be especially effective with lower-achieving students (Lynch et al., 2005); and,
- provide an effective model for whole school reform (National Clearinghouse for Comprehensive School Reform, 2004).

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

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

The Essential Elements of Effective Instruction

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

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

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

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

ATTACHMENT 3

Community School Goals, Targets and Performance Plan Student Performance Measures, including report card measures, goals and targets

**Please do not submit your
Student Performance Measures as this has
already been submitted.**

ATTACHMENT 4

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

East Bridge Academy of Excellence

Budget Revision May 2021

FY21 Budget Revision				
	FY21	FY21	Change in Budget	
	October Rebudget	May Rebudget		
FTE:	165	169	4	
Operating Revenues:				
1800 - Misc Local Revenue				
1891 - Misc Revenue	\$ -	\$ 8,506	\$	8,506
1892 - EEG Debt Forgiveness	245,000	550,000		305,000
Total 1800 - Misc Local Revenue	\$ 245,000	\$ 558,506	\$	313,506
3101 - Unrestricted Grant Aid				
Foundation Basic	\$ 1,652,789	\$ 1,500,267	\$	(152,521)
Casino Tax	5,470	7,708		2,238
Facilities Funding	41,250	39,963		(1,287)
Total 3101 - Unrestricted Grant Aid	\$ 1,699,509	\$ 1,547,938	\$	(151,571)
3200 - Restricted State Grant Aid				
467 Student Wellness and Success	\$ 64,086	\$ 64,171	\$	85
Total 3200 - Total Restricted State Grant Aid	\$ 64,086	\$ 64,171	\$	85
4200 - Restricted Grant Aid				
Food Service Grants	\$ 128,112	\$ 74,341	\$	(53,771)
572 School Quality	89,800	141,648		51,848
Title Grants	-	-		-
572 Title I	83,044	85,448		2,404
590 Title IIA	9,006	21,446		12,440
599 Title IV	10,000	20,293		10,293
516 IDEA	58,291	57,679		(611)
516 IDEA ECSE	74	143		69
572 EOEC NC	-	1,800		1,800
510 Broadband	-	50,884		50,884
510 CRF	-	3,320		3,320
507 ESSER	33,951	37,076		3,125
Total 4200 - Restricted Grant Aid	\$ 412,277	\$ 494,078	\$	81,800
Total Operating Revenue	\$ 2,420,872	\$ 2,664,693	\$	243,821
Operating Expenses:				
200 - Employees' Retirement & Benefits				
Employee Benefits & Other	\$ 1,500	\$ -	\$	1,500
STRS/SERS Employer's Match	108,626	105,000		3,626
Total 200 - Employees' Retirement & Benefits	\$ 110,126	\$ 105,000	\$	5,126
400 - Purchased Services				
Management Services:				
Management Fee	\$ 203,285	\$ 231,035	\$	(27,750)
Payroll & ER Tax Reimbursement	485,055	438,276		46,779
572 Title I Payroll Reimbursement	82,594	82,594		-
590 Title IIA Payroll Reimbursement	-	18,280		(18,280)
516 IDEA Payroll Reimbursement	58,291	57,679		611
572 School Quality Improvement	64,000	64,000		-
507 ESSER	21,875	25,000		(3,125)
467 Student Success and Wellness	64,086	64,171		(85)
Benefits Reimbursement	155,180	188,495		(33,315)
Payroll Processing Fee Reimbursement	2,657	3,261		(603)
Travel Reimbursement	2,651	1,050		1,601
Sponsor Fee	50,821	46,207		4,614
Instructional Service	52,500	22,531		29,969
516 IDEA ECSE	-	143		(143)
507 ESSER	1,000	1,000		-
572 EOEC NC	-	1,800		(1,800)
572 SQIG	9,900	35,748		(25,848)
Special Education Services	39,353	25,000		14,353
Administrative Tech. Service Fee (EMIS)	250	250		-
Legal & Professional	17,056	34,132		(17,076)
Treasury Service & Tax Preparation	34,650	34,650		-
Computer Technology Service Fee	7,686	30,704		(23,018)
Repairs & Maintenance	24,572	46,648		(22,076)
Security Services	2,392	11,414		(9,022)
Rent- Facilities	159,313	142,172		17,141
Printer & Copier	6,393	7,961		(1,568)
Professional Development	2,772	2,750		22
507 ESSER PD	-	-		-
590 Title IIA Professional Development	9,006	3,165		5,841
599 Title IV Professional Development	2,000	2,000		-
572 SQIG PD	6,000	6,000		-
Trash Removal	1,911	3,505		(1,593)
Gas	5,777	9,316		(3,539)
Water/Sewer	5,102	7,185		(2,083)
Electricity	16,388	39,053		(22,665)
Postage & Machine Rental	2,594	3,984		(1,390)
Advertising	59,000	119,463		(60,463)
Food Service	128,112	74,341		53,771
Student Transportation	63,000	94,500		(31,500)

507 ESSER Transportation		-		-		-
Total 400 - Purchased Services		\$ 1,847,220		\$ 1,979,461		\$ (132,241)
500 - Supplies & Materials						
Instructional Supplies & Materials		\$ 17,155		\$ 5,500		\$ 11,655
572 Title I Supplies		450		2,854		(2,404)
599 Title IV		-		18,293		(18,293)
516 IDEA ECSE		74		-		74
507 ESSER		11,076		11,076		-
572 SQIG Supplies		9,900		35,900		(26,000)
510 Broadband		-		50,884		(50,884)
510 CRF		-		3,320		(3,320)
Office Supplies & Materials		19,447		12,759		6,688
Computer & Technology Supplies & Materials		33,672		26,059		7,614
599 Title IV Technology Supplies		8,000		-		8,000
Maintenance Supplies & Materials		28,017		3,195		24,822
Total 500 - Supplies & Materials		\$ 127,792		\$ 169,840		\$ (42,048)
800 - Other						
Audit Fees		\$ 8,500		\$ 8,938		\$ (438)
Bank Fees		500		400		100
Dues & Subscriptions		1,381		350		1,031
Liability Insurance		27,500		21,500		6,000
Fiscal Bond		125		125		-
Academic Extra		2,428		1,275		1,153
Total 800 - Other		\$ 40,434		\$ 32,588		\$ 7,846
Total Operating Expenses		\$ 2,125,572		\$ 2,286,889		\$ (161,317)
Change in Net Position		\$ 295,300		\$ 377,804		\$ 82,503

					EAST BRIDGE ACADEMY OF EXCELLENCE				
					FY21	FY22	FY23	FY24	FY25
FTE's					169	200	222	236	241
Ordinary Income/Expense									
Income									
1800 · Misc Local Revenue									
1890 · PPP Loan Forgiveness					\$ 550,000	\$ -	\$ -	\$ -	\$ -
1800 · Misc Local Revenue - Other					8,506	-	-	-	-
Total 1800 · Misc Local Revenue					\$ 558,506	\$ -	\$ -	\$ -	\$ -
3101 · Unrestricted Grant Aid									
3110 · Foundation Opportunity Grant					\$ 1,009,949	\$ 1,195,984	\$ 1,327,542	\$ 1,411,261	\$ 1,441,160
3110 · Foundation Targeted					23,849	28,242	31,348	33,325	34,031
3110 · Foundation Econ Disadvantage					148,719	176,114	195,486	207,814	212,217
3110 · Foundation LEP					117,831	139,535	154,884	164,652	168,140
3110 · Foundation K-3 Literacy					28,173	33,362	37,032	39,368	40,202
3110 · Foundation Basic- Special Education					140,873	166,822	185,173	196,851	201,021
3110 · Foundation Basic- Career Tech					30,874	36,561	40,583	43,142	44,056
3190 · Casino Tax					7,708	7,939	8,177	8,423	8,675
3191 · Facilities Funding					39,963	50,000	55,500	59,000	60,250
Total 3101 · Unrestricted Grant Aid					\$ 1,547,938	\$ 1,834,559	\$ 2,035,726	\$ 2,163,834	\$ 2,209,752
3200 · Restricted State Grant Aid									
467 · Student Success & Wellness					\$ 64,171	\$ -	\$ -	\$ -	\$ -
Total 4200 · Restricted Grant Aid					\$ 64,171	\$ -	\$ -	\$ -	\$ -
4200 · Restricted Grant Aid									
4210 · Restricted Federal Grant					\$ 419,736	\$ 624,598	\$ 348,460	\$ 204,131	\$ 210,255
4200 · Restricted Grant Aid - State Food Service					74,341	76,572	78,869	81,235	83,672
Total 4200 · Restricted Grant Aid					\$ 494,078	\$ 701,169	\$ 427,328	\$ 285,366	\$ 293,927
Total Income					\$ 2,664,693	\$ 2,535,729	\$ 2,463,054	\$ 2,449,200	\$ 2,503,679
Expense									
200 · Employee Retirement & Benefits									
2111110 · STRS \ SERS Employers Match					\$ 105,000	\$ 107,100	\$ 109,242	\$ 111,427	\$ 113,655
Total 200 · Employee Retirement & Benefits					\$ 105,000	\$ 107,100	\$ 109,242	\$ 111,427	\$ 113,655
400 · Purchased Services									
4111190 · Instructional Service					\$ 22,531	\$ 23,207	\$ 23,903	\$ 24,620	\$ 25,359
516 IDEA ECSE					143	148	152	157	161
507 ESSER					1,000	70,000	-	-	-
572 EOEC NC					1,800	1,854	1,909	1,967	2,026
572 SQIG					35,748	36,821	37,925	-	-
4111249 · Special Education Instruction					25,000	25,750	26,523	27,318	28,138
4151130 · Management Services									
.01 · Management Fee					231,035	273,993	304,132	323,312	330,162
.02 · Payroll Reimbursement					438,276	399,770	544,193	622,650	633,371
572 Title I Payroll Reimbursement					82,594	85,072	87,624	90,253	92,960
590 Title IIA Professional Development					18,280	18,829	19,394	19,976	20,575
516 IDEA Payroll Reimbursement					57,679	59,410	61,192	63,028	64,918
572 School Quality Improvement					64,000	65,920	67,898	-	-
507 ESSER					25,000	136,000	-	-	-
467 Student Success and Wellness					64,171	-	-	-	-
.03 · Benefits					188,495	194,150	199,975	205,974	212,153
.04 · Payroll Processing Fee					3,261	3,359	3,459	3,563	3,670
.05 · Travel Reimbursement					1,050	1,082	1,114	1,147	1,182
Total 4151130 · Management Services					\$ 1,173,841	\$ 1,237,583	\$ 1,288,980	\$ 1,329,902	\$ 1,358,991
4152310 · Sponsor Fee					46,207	54,799	60,826	64,662	66,032
4162960 · Administrative Technology Services					250	258	265	273	281
4192960 · Computer & Technology Services					30,704	31,625	32,574	33,551	34,557
4182490 · Legal Services					34,132	35,156	36,211	37,297	38,416
4182530 · Treasury Services Fee					34,650	36,550	37,647	38,776	39,939
4232720 · Repairs & Maint.					46,648	36,047	37,129	38,242	39,390
4232790 · Security					11,414	11,756	12,109	12,472	12,846
4252720 · Rentals- Facility					142,172	190,800	190,800	190,800	190,800

						EAST BRIDGE ACADEMY OF EXCELLENCE				
						FY21	FY22	FY23	FY24	FY25
FTE's						169	200	222	236	241
					4252740 · Printer & Copier Rental	7,961	8,200	8,446	8,699	8,960
					4312491 · Professional Development	2,750	2,833	2,917	3,005	3,095
					507 ESSER	-	20,000	-	-	-
					590 Title IIA Professional Development	3,165	3,260	3,358	3,459	3,563
					599 Title IV Professional Development	2,000	2,060	2,122	2,185	2,251
					572 SQIG PD	6,000	6,180	6,365	-	-
					4432790 · Postage & Machine Rent	3,984	4,103	4,226	4,353	4,484
					4462490 · Advertising	119,463	102,000	102,000	102,000	102,000
					4222720 · Trash Removal	3,505	3,610	3,718	3,829	3,944
					4512790 · Electricity	39,053	40,224	41,431	42,674	43,954
					4522790 · Water and Sewage	7,185	7,400	7,622	7,851	8,087
					4532790 · Gas	9,316	9,595	9,883	10,179	10,485
					4623120 · Food Service	74,341	76,572	78,869	81,235	83,672
					4832850 · Student Transport	94,500	94,500	94,500	94,500	94,500
					507 ESSER	-	15,000	-	-	-
					Total 400 · Purchased Services	\$ 1,979,461	\$ 2,187,889	\$ 2,152,410	\$ 2,164,008	\$ 2,205,931
					500 · Supplies & Materials					
					5111130 · Instructional Supplies	\$ 5,500	\$ 5,665	\$ 5,835	\$ 6,010	\$ 6,190
					572 Title I Supplies	2,854	2,939	3,027	3,118	3,212
					599 Title IV Supplies	18,293	18,842	19,407	19,990	20,589
					507 ESSER	11,076	45,287	-	-	-
					510 Broadband	50,884	-	-	-	-
					510 CRF	3,320	-	-	-	-
					572 SQIG Supplies	35,900	36,977	38,086	-	-
					5122490 · Office Supplies	12,759	13,142	13,536	13,942	14,361
					5172212 · Computer Supplies & Curriculum Software	26,059	26,840	27,646	28,475	29,329
					5722720 · Maintenance Supplies	3,195	3,291	3,390	3,492	3,596
					Total 500 · Supplies & Materials	\$ 169,840	\$ 152,984	\$ 110,928	\$ 75,027	\$ 77,278
					800 · Other					
					8432590 · Audit Fee	\$ 8,938	\$ 9,206	\$ 9,482	\$ 9,767	\$ 10,060
					8482590 · Bank Fee	400	412	424	437	450
					8492590 · Other Dues & Fees	350	361	371	382	394
					8512590 · Liability Insurance	21,500	22,145	22,809	23,494	24,198
					8532590 · Treasurer Bond	125	125	125	125	125
					8993423 · Non-Instructional	1,275	1,313	1,353	1,393	1,435
					Total 800 · Other	\$ 32,588	\$ 33,562	\$ 34,565	\$ 35,598	\$ 36,662
					Total Expense	\$ 2,286,889	\$ 2,481,535	\$ 2,407,145	\$ 2,386,060	\$ 2,433,526
					Net Income	\$ 377,804	\$ 54,193	\$ 55,909	\$ 63,140	\$ 70,153

School Name: East Bridge Academy of Excellence
 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)	\$ 650,237	\$ 518,564	\$ 1,960,106	\$ 1,547,938	\$ 1,834,559	\$ 2,035,726	\$ 2,163,834	\$ 2,209,752
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	2,465	17,792	32,762	8,506	-	-	-	-
Total Operating Receipts	\$ 652,702	\$ 536,356	\$ 1,992,869	\$ 1,556,444	\$ 1,834,559	\$ 2,035,726	\$ 2,163,834	\$ 2,209,752
Operating Disbursements								
100 Salaries and Wages	\$ 20,423	\$ 9,717	\$ 9,100	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	-	-	171,916	105,000	107,100	109,242	111,427	113,655
400 Purchased Services	885,590	795,916	2,687,219	2,009,899	2,219,240	2,184,702	2,197,268	2,240,189
500 Supplies and Materials	30,831	50,396	102,265	169,840	152,984	110,928	75,027	77,278
600 Capital Outlay -New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	5,325	-	-	-	-	-	-	-
800 Other	57,739	32,184	4,413	2,150	2,211	2,273	2,338	2,404
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 999,908	\$ 888,213	\$ 2,974,914	\$ 2,286,889	\$ 2,481,535	\$ 2,407,145	\$ 2,386,060	\$ 2,433,526
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (347,206)	\$ (351,857)	\$ (982,045)	\$ (730,445)	\$ (646,976)	\$ (371,420)	\$ (222,226)	\$ (223,774)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 270,937	\$ 129,902	\$ 313,340	\$ 494,078	\$ 701,169	\$ 427,328	\$ 285,366	\$ 293,927
State Grants (3200, except 3211)	-	-	25,000	64,171	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	102,959	133,009	671,856	550,000	-	-	-	-
Debt Principal Retirement	-	-	-	(350,000)	(30,000)	(30,000)	(34,000)	(40,000)
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	9,027	56,473	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 382,923	\$ 319,384	\$ 1,010,197	\$ 758,248	\$ 671,169	\$ 397,328	\$ 251,366	\$ 253,927
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 35,717	\$ (32,473)	\$ 28,152	\$ 27,804	\$ 24,193	\$ 25,909	\$ 29,140	\$ 30,153
Fund Cash Balance Beginning of Fiscal Year	\$ 3,517	\$ 39,234	\$ 6,762	\$ 34,913	\$ 62,717	\$ 86,910	\$ 112,819	\$ 141,959
Fund Cash Balance End of Fiscal Year	\$ 39,234	\$ 6,762	\$ 34,913	\$ 62,717	\$ 86,910	\$ 112,819	\$ 141,959	\$ 172,112

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	74	62	183	169	200	222	236	241
Instructional Staff	12	11.00	31.00	14.00	14.00	15.00	15.00	15.00
Administrative Staff	2	2.00	5.00	6.00	6.00	6.00	6.00	6.00
Other Staff	0	0.00	0.00	1.00	1.00	1	1	1
Purchased Services								
Rent	\$ 133,622.00	\$ 140,705.00	\$ 191,703.50	\$ 142,171.82	\$ 190,800.00	\$ 190,800.00	\$ 190,800.00	\$ 190,800.00
Utilities	-	-	28,327.72	59,057.62	60,829.35	62,654.23	64,533.85	66,469.87
Other Facility Costs	-	-	78,082.80	58,061.64	47,803.48	49,237.59	50,714.72	52,236.16
Insurance	-	-	27,000.05	21,500.00	22,145.00	22,809.35	23,493.63	24,198.44
Management Fee	-	-	283,786.73	231,034.50	273,993.00	304,132.23	323,311.74	330,161.57
Sponsor Fee	17,889.00	15,653.00	57,259.87	46,206.90	54,798.60	60,826.45	64,662.35	66,032.31
Audit Fees	-	-	8,830.20	8,938.00	9,206.14	9,482.32	9,766.79	10,059.80
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	200,348.00	94,500.00	109,500.00	94,500.00	94,500.00	94,500.00
Legal	-	-	16,558.75	34,131.96	35,155.92	36,210.59	37,296.91	38,415.82
Marketing	-	-	18,288.62	119,463.24	102,000.00	102,000.00	102,000.00	102,000.00
Consulting	77,112.00	105,315.00	34,675.00	95,872.13	168,578.79	101,536.15	65,519.37	67,484.95
Salaries and Wages	587,513.00	468,593.00	1,196,435.68	750,000.00	765,000.00	780,300.00	795,906.00	811,824.12
Employee Benefits	-	-	288,393.70	192,806.17	198,590.35	204,548.06	210,684.51	217,005.04
Special Education Services	-	-	42,240.07	25,000.00	25,750.00	26,522.50	27,318.18	28,137.72
Technology Services	-	-	7,747.98	30,953.82	31,882.43	32,838.90	33,824.07	34,838.79
Food Services	69,454.00	65,650.00	124,380.54	74,341.32	76,571.56	78,868.70	81,234.76	83,671.81
Other	-	-	83,159.65	25,860.03	46,635.83	27,434.91	21,701.59	22,352.64
Total	\$ 885,590.00	\$ 795,916.00	\$ 2,687,218.86	\$ 2,009,899.13	\$ 2,219,240.45	\$ 2,184,701.99	\$ 2,197,268.47	\$ 2,240,189.04
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ -	\$ 350,000	\$ 30,000	\$ 30,000	\$ 34,000	\$ 40,000
Debt Service Coverage	0.00	0.00	0.00	-0.49	1.81	1.86	1.86	1.75
Growth in Enrollment	0.00%	-16.22%	195.16%	-7.71%	18.42%	11.00%	6.31%	2.12%
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%	-17.83%	271.56%	-21.90%	17.87%	10.97%	6.29%	2.12%
Growth in Non-Operating Receipts/Expenses	0.00%	-16.59%	216.30%	-24.94%	-11.48%	-40.80%	-36.74%	1.02%
Days of Cash	0.00	0.04	0.00	0.02	0.03	0.04	0.05	0.06

Assumptions Narrative Summary

Fiscal Year 2021-2025 Projected Debt					
Description	Beginning	Principle	Interest Expense	Ending	Debitor/
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 722,425.46	\$ (550,000.00)	\$ -	\$ 172,425.46	EEG- LT Note
Loan B	\$ 24,000.00	\$ (24,000.00)	\$ -	\$ -	LI-Loan
Line of Credit	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ 500,401.27	\$ (460,000.00)	\$ -	\$ 40,401.27	EEG- AP
Total	\$ 1,296,826.73	\$ (1,034,000.00)	\$ -	\$ 262,826.73	

- *FY2018 Through FY2020 From Audited Financials
- *The School Fund Balance and Accounting is Maintained On An Accrual Basis Annually Excluding Gasb 68 and 75
- *FTE Expected To Be 169 in FY21, 200 in FY22, 222 in FY23, 236 in FY24, 241 in FY25
- *State Basic Foundation Is Calculated By Multiplying the FTE To the Per Pupil Blended Average Revenue Amount, As According To the Community Settlement Reports, or \$8,883.10 Per Pupil.
- *Broadband, CRF, EOEC, Success and Wellness Grant ending after FY21. ESSER in FY22 & SQIG in FY23.
- *During FY2021, The School Received Multiple COVID19 Relief Grants That Will Not Be Available in FY2022 , Causing A Decrease In Revenues and Correlating Expenses
- *Facilities Funding Will Be \$250/FTE for FY21-FY25
- *Opportunity Grant Funding Will Be \$6,020/FTE in FY20 Onwards
- *Management Fees Calculated at 15% Of Operating Revenues
- *Management Agreement with Educational Empowerment Group
- *School Management Contract Expired 6/30/23 and Auto Renews For Two Consecutive Terms
- *Other Operating Revenues Include Miscellaneous Student Deposits for Fundraisers and Field Trips
- *Salaries and Wages Are a Purchased Service From the Management Company
- *Salaries and Wages being Contracted Substitutes and Benefits being employer portion of sers/strs.
- *Employer Portion of SERS and STRS are 14%
- *Rent Is Based on FTE, 17% of ODE Student allowance, \$5931.24 in FY21, will be \$15.9k per Month in FY22 and Onward.
- *Utilities Expected To Increase By 3% Each Year After FY2021 Due To New Facility
- *Other Facility Costs Include Printer/Copier Costs, Lawn Maintenance, and General Repairs with An Expectation To Increase By 3% Each Year
- *Insurance Includes D&O And General Liability Insurance Premiums. Anticipated To Increase By 3% Per Year
- *Sponsor Fees Expected To Remain at 3% of Basic Foundation Aid with ERCO
- *Transportation Costs will Rise with FTE or 3% Each Year.
- *Legal Fees Are Anticipated To Rise By 3% Each Year Due To Inflation
- *Marketing Costs Forsee No New Campaigns and Therefore Expected To Increase By 3% Each Year With Inflation
- *Consulting Includes Treasury Services, Contracted Staff, Recruitment Costs, and Strategic Advising
- *Consulting Services Include Marcum Treasury, Jeff Foster, Services through FY2025 at a 3% Inflation Increase.
- *Other Purchased Services include costs for Payroll Processing, Instructional Services, Professional Development, Postage Costs and Security Services
- *Supplies and Materials Will Increase With FTEs, or 3%, Each Forecasted Year
- *The School Does Not Anticipate Any Capital Outlay Costs
- *Other Operating Disbursements Include Bank Fees, Membership Fees, Any Non-Instructional Board Expenses, and other Miscellaneous Costs Not Classified In Any Other Category
- *Grant Funding Will Increase At the Same Rate As FTE Growth
- *The School Anticipates Total Expenditures Per FTE To Be The Following Over The Next 5 Years; FY2021 - \$13,541, FY2022- \$12,408, FY2023- \$10,843 FY2024- \$10,110, FY2025 \$10,098
- *The School Has Various Debt With The Educational Empowerment Group.
- *The Educational Empowerment Group plans to forgive 550K of debt in FY2021 shown in Loan A.
- *The School has \$746k in Current AP, and plans to pay down the remaining \$484k over the next 5 years.

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

JEFFREY ALAN FOSTER

THIS LICENSE AWARDED TO

OH3207445

EDUCATOR STATE ID

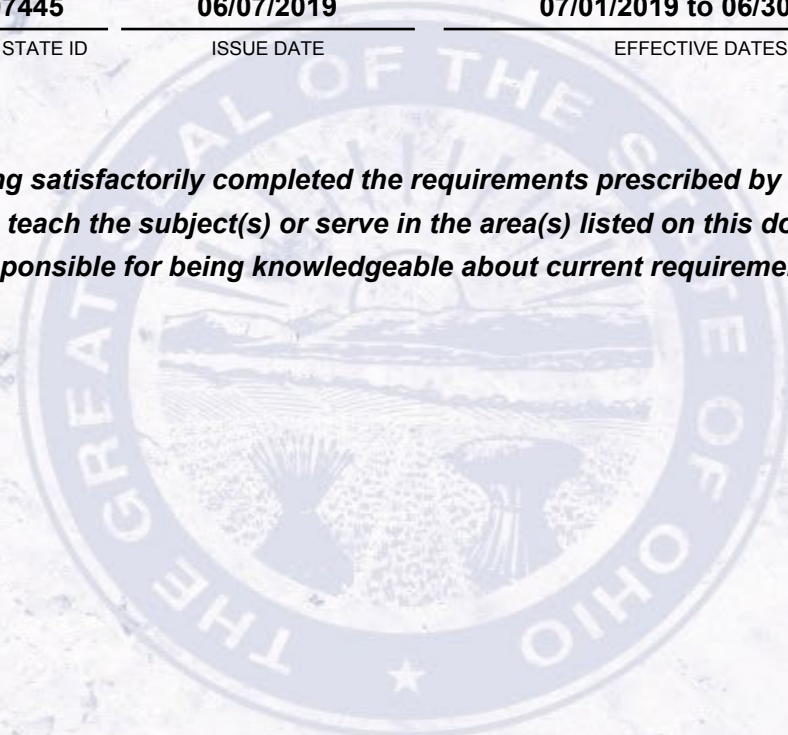
06/07/2019

ISSUE DATE

07/01/2019 to 06/30/2024

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 # 21721519

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

Paolo DeMauro

Superintendent of Public Instruction



Liberty Mutual
SURETY

The Ohio Casualty Insurance Company

BOND

No. 601107326

KNOW ALL MEN BY THESE PRESENTS:

That we Jeff Foster

3320 W. Market Street, Suite 300, Fairlawn, OH 44333

(Insert Full Name [top line] and Address [bottom line] of Principal)

as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto Gateway Academy

2323 Lake Club Drive, Columbus, OH 43232

(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of Twenty-five Thousand Dollars And Zero Cents

\$25,000 00

) DOLLARS, for the payment of which, well and truly

to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Treasurer

for a term beginning on July 1, 2016 and ending on continuous

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

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to Gateway Academy and

this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancellation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

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

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

SIGNED, SEALED and DATED July 1, 2016

Jeff Foster

The Ohio Casualty Insurance Company

By: Vicki S. Duncan
Vicki S. Duncan,

Attorney-in-Fact

OATH OF OFFICE

STATE OF _____ }
County of _____ } SS

I, Jeff Foster

do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of _____ and that I will discharge the duties of my office of Treasurer

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

Jeff Foster

Sworn to and subscribed before me this _____ day of _____

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: 601107326

Principal: Jeff Foster

Agency Name: Hylant Group Inc.

Obligee: Gateway Academy

Agent Code: 340397

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Vicki S. Duncan, J. Scott Stewart, Dwight D. Wittenberg, Michael M. Hylant, Judy K. Wilson, Joanne Beckett McGuire, William M. Wolff, Todd J. Belden, Clara S. Dobson, James R. Lash, Mark J. Renske, Joanne Reynolds, Cynthia K. Wilson, Chalene M. Haddon, Heather M. Johnson, Terri L. Mahakian, Robert A. Brewster, Debra J. Fischer, Susan E. Hurd, Craig S. Markos, Jennifer Dukuslow, Jacqueline Klempeter, Connie Semaneo, Vicki L. Sharpe, Judith L. Jost, Melissa Love, Kim Riley of Toledo, Ohio its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers, Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety **any and all undertakings, bond, recognizances and other surety obligations**. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 1st day of July, 2016



Gregory W. Davenport, Assistant Secretary



STIPULATION

To be attached to and form part of Bond No. 601107326

issued by The Ohio Casualty Insurance Company on behalf of Jeff Foster

in favor of Gateway Academy in the amount of

Twenty-five Thousand Dollars And Zero Cents

(\$ 25,000.00) Dollars, and dated July 1, 2016

WHEREAS, it is the desire of all parties that this bond be amended as hereinafter provided.


NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that said bond hereinbefore described is hereby amended as follows:

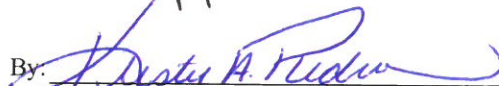
Add the "State of Ohio" as Obligee

IT IS FURTHER STIPULATED AND AGREED that nothing herein contained shall vary, alter or modify any of the conditions of said bond except as herein expressly modified.

SIGNED, SEALED and DATED: September 28, 2017

Jeff Foster Principal

By: 

By: 
Kristie A. Pudvan, Attorney-In-Fact

Agreed to and accepted by:

Gateway Academy

By: 

S-1812 Blank Stipulation (Not to be used to change amount of bond)

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: 601107326

Principal: Jeff Foster

Agency Name: Hylant Group Inc.

Obligee: Gateway Academy

Agent Code: 340397

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Chalene M. Haddon; Clara S. Dobson; Connie Semanco; Craig S. Markos; Cynthia K. Wilson; Debra J. Fischer; Dwight D. Wittenberg; Heather M. Johnson; J. Scott Stewart; Jacqueline Kleinpeter; James R. Lash; Jennifer Ducuslow; Joanne Beckett McGuire; Joanne Reynolds; Judith L. Jost; Judy K. Wilson; Kim Riley; Kristie A. Pudvan; Mark J. Renske; Melissa Love; Michael M. Hylant; Monica M. Mills; Robert A. Brewster; Susan E. Hurd; Terri L. Mahakian; Todd J. Belden; Vicki L. Sharpe; Vicki S. Duncan; William M. Wolff of Toledo, Ohio its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all** BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Teresa Pastella

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

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

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 28th day of September, 2017.



Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



**Liberty
Mutual**
SURETY

The Ohio Casualty Insurance Company

BOND

No. **601107326**

KNOW ALL MEN BY THESE PRESENTS:

That we Jeff Foster

3320 W. Market Street, Suite 300, Fairlawn, OH 44333

(Insert Full Name [top line] and Address [bottom line] of Principal)

as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto Gateway Academy

2323 Lake Club Drive, Columbus, OH 43232

(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of Twenty-five Thousand Dollars And Zero Cents

\$25,000 00

) DOLLARS, for the payment of which, well and truly

to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Treasurer

for a term beginning on July 1, 2016 and ending on continuous

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

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to Gateway Academy and

this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancellation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

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

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

SIGNED, SEALED and DATED July 1, 2016

Jeff Foster

The Ohio Casualty Insurance Company

By: Vicki S. Duncan

Vicki S. Duncan,

Attorney-in-Fact

OATH OF OFFICE

STATE OF _____ }
County of _____ } SS

I, Jeff Foster

do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of _____ and that I will discharge the duties of my office of Treasurer

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

Jeff Foster

Sworn to and subscribed before me this _____ day of _____

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: **601107326**

Principal: Jeff Foster

Agency Name: Hylant Group Inc.

Obligee: Gateway Academy

Agent Code: **340397**

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Vicki S. Duncan, J. Scott Stewart, Dwight D. Wittenberg, Michael M. Hylant, Judy K. Wilson, Joanne Beckett McGuire, William M. Wolff, Todd J. Belden, Clara S. Dobson, James R. Lash, Mark J. Renske, Joanne Reynolds, Cynthia K. Wilson, Chalene M. Haddon, Heather M. Johnson, Terri L. Mahakian, Robert A. Brewster, Debra J. Fischer, Susan E. Hurd, Craig S. Markos, Jennifer Dukuslow, Jacqueline Klempeter, Connie Semaneo, Vicki L. Sharpe, Judith L. Jost, Melissa Love, Kim Riley of Toledo, Ohio its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Teresa Pastella

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers, Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety **any and all undertakings, bond, recognizances and other surety obligations**. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

In WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 1st day of July, 2016



Gregory W. Davenport

Gregory W. Davenport, Assistant Secretary



STIPULATION

To be attached to and form part of Bond No. 601107326

issued by The Ohio Casualty Insurance Company on behalf of Jeff Foster

in favor of Gateway Academy in the amount of

Twenty-five Thousand Dollars And Zero Cents

(\$ 25,000.00) Dollars, and dated July 1, 2016

WHEREAS, it is the desire of all parties that this bond be amended as hereinafter provided.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that said bond hereinbefore described is hereby amended as follows:

Add the "State of Ohio" as Obligee

IT IS FURTHER STIPULATED AND AGREED that nothing herein contained shall vary, alter or modify any of the conditions of said bond except as herein expressly modified.

SIGNED, SEALED and DATED: September 28, 2017

Jeff Foster Principal

By: [Signature]

By: Kristie A. Pudvan, Attorney-In-Fact

Agreed to and accepted by:

Gateway Academy

By: [Signature]

S-1812 Blank Stipulation (Not to be used to change amount of bond)

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: 601107326

Principal: Jeff Foster

Agency Name: Hylant Group Inc.

Obligee: Gateway Academy

Agent Code: 340397

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Chalene M. Haddon; Clara S. Dobson; Connie Semanco; Craig S. Markos; Cynthia K. Wilson; Debra J. Fischer; Dwight D. Wittenberg; Heather M. Johnson; J. Scott Stewart; Jacqueline Kleinpeter; James R. Lash; Jennifer Ducuslow; Joanne Beckett McGuire; Joanne Reynolds; Judith L. Jost; Judy K. Wilson; Kim Riley; Kristie A. Pudvan; Mark J. Renske; Melissa Love; Michael M. Hylant; Monica M. Mills; Robert A. Brewster; Susan E. Hurd; Terri L. Mahakian; Todd J. Belden; Vicki L. Sharpe; Vicki S. Duncan; William M. Wolff of Toledo, Ohio its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all** BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Teresa Pastella

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

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

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 28th day of September, 2017.



Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



April 7, 2021

Board of Directors
East Bridge Academy of Excellence
2323 Lake Club Drive
Columbus, OH 43232

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

Dear Board of Directors:

Thank you for choosing Marcum LLP (“Marcum,” “we,” “us” or “our”) to provide school treasury services for East Bridge Academy of Excellence (“Client,” “School,” “Board”, “you” or “your”).

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

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

School Services

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

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

During this engagement, the monthly financial statements produced by the Treasurer are issued in a fiduciary capacity and considered internally prepared financials of the School by the Fiscal Officer (Treasurer) of the School and are not considered independent attestation engagements of



Marcum. The internally prepared monthly financial statements of the School are prepared at the direction of the Treasurer and will exclude all elements of GASB 68 and 75, be labeled “Unaudited”, and will be sent to the School’s Sponsor by the Sponsor’s contracted due date.

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

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

Your Responsibilities

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

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

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

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

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

Timing

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

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

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

Fees and Payment Terms

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

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

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

Other Matters

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

Agreement

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

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

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

Very truly yours,


Marcum LLP



Jeffrey Foster CPA
Licensed Ohio School Treasurer

AGREED AND ACCEPTED:

This Agreement correctly sets forth the agreement by East Bridge Academy of Excellence .

Signature:  _____
AD003E645FCF423...

Title: Board President

Date: 5/24/2021

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

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

3. Bill Pay and Accounts Payable

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

4. Accounting

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

5. Reporting

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

6. Title Grant Approver and CCIP Reporting

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

7. Meeting Presentations \ Questions

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

8. Auditor of State- Annual Financial Audit

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

9. Outside of Scope Services:

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

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

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

10. Fees-

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

Examples of Out of Scope Services

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

Attachment B**MARCUM LLP ENGAGEMENT TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. General.

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

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

School: East Bridge Academy of Excellence

Date: 5/26/2021

GOALS	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
School manages cash flow and maintains reserves to cover operating expenses.			4	3	4
School pays financial obligations to creditors and vendors in a timely manner.			3	4	4
School is able to pay the majority of its bills within 30 days.			3	3	3
School maintains healthy balance between the debt and monthly income.			3	3	3
School has repayment plans in place to reduce debt over 60 days outstanding.			3	3	3
School's projected annual expenses based on YTD expenditures closely align with projected annual revenue.			4	4	4
School's financial reporting to government agencies is current and compliant.			4	4	4
School financial reporting to the sponsor is prompt, consistent and accurate			4	4	4
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 or copy of Sales Contract and related documents. Recorded Conveyance Documents.

Facility Description

East Bridge Academy Evanswood operates at 4795 Evanswood Drive, Columbus, Ohio 43229.

The lease for the facility is by and between LG Barley Investments. LLC and the Governing Authority of East Bridge Academy, an Ohio non-profit corporation. As consideration and rent for lease of the premises, East Bridge Academy agrees to pay to the landlord equal monthly \$8,616.67 in 2021 and 2022 with the lease increasing to \$9400.00 per month in 2023.

East Bridge Academy has exclusive rights to the first and second floor comprising of 18,800 square feet of space.

The space includes:

8 classrooms

2 sets of restrooms

The Main office and 6 additional offices

Lunch room/Kitchen

Janitor closet

Parking area

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

Community School: Suspension and/or School Closing Procedures

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

CLOSURE

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

SUSPENSION

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

RECORDS

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

ERCO’S GOALS

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

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

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

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

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

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") is made and entered into by and between **LG Barley Investments, LLC**, an Ohio limited liability company ("**Landlord**") and **East Bridge Academy of Excellence**, an Ohio not for profit corporation, ("**Tenant**"), and made effective upon the date of the last signature hereon (the "**Effective Date**").

1. **PREMISES:** Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby leases and rents from Landlord, certain premises in the office building (the "**Building**"), located at 4795 Evanswood Drive, Columbus, Ohio 43229, containing 18,800 square feet of space, and being the entire first and second floors of the Building (excluding any common areas, such as vestibules, stairways, elevators, etc.) (the "**Premises**"). The real property, and all improvements located thereon, upon which the Building and Premises are located is referred to herein as the "**Property**". As of the Effective Date, Landlord has delivered to Tenant, and Tenant has accepted, possession of the Premises.

2. TERM & OPTIONS:

(a) The term of this Lease (the "**Term**") and Tenant's obligation to pay rent hereunder shall commence on August 1, 2018 (the "**Commencement Date**"), and shall terminate on July 31, 2023, unless sooner terminated as hereinafter provided. The term "**Lease Year**" shall mean each succeeding 12 month period during the Term, with the first Lease Year commencing on the Commencement Date. For all purposes of this Lease, the "**Term**" also includes all exercised Option Periods (defined below).

(b) Provided no default is continuing, Tenant has not been in default more than two (2) times during the Term, and Tenant is occupying the entire Premises at the time of such election, Tenant may renew this Lease for 2 successive options to extend the Term for additional periods of 5 Lease Years each (each, an "**Option Period**") by delivering written notice of the exercise thereof to Landlord not later than 120 days before the expiration of the then current Term. Notwithstanding anything to the contrary contained herein, all rights pursuant to this Section 2(b) shall terminate if (i) Tenant assigns any of its interest in this Lease or sublets all or any portion of the Premises without Landlord consent, or (ii) Tenant fails to timely exercise its option under this Section, time being of the essence with respect to Tenant's exercise thereof. Any extended Term shall be on the same terms as provided in this Lease except that Base Rent for such extended Term shall be at the then-prevailing market rates; provided, however, in no event shall Base rent for such extended Term be less than the Base Rent payable in the preceding Lease Year.

3. RENTAL:

(a) Commencing on the Commencement Date, Tenant shall pay to Landlord rent for the Premises during the Term ("**Base Rent**"), as set forth below (subject to Section 3(b) below):

<u>Lease Year</u>	<u>Annual Base Rent/Square Foot</u>	<u>Annual Base Rent</u> (based on 18,800 square feet)	<u>Monthly Base Rent</u> (based on 18,800 square feet)
1	\$5.00	\$94,000.00	\$7,833.33
2	\$5.00	\$94,000.00	\$7,833.33
3	\$5.50	\$103,400.00	\$8,616.67
4	\$5.50	\$103,400.00	\$8,616.67
5	\$6.00	\$112,800.00	\$9,400.00

(b) Following the first Lease Year and notwithstanding anything to the contrary contained in Section 3(a) above, if the Base Rent as calculated under this Section 3(b) for any Lease Year is greater than the Base Rent for that same Lease Year as set forth in the table in Section 3(a) above, then the Base Rent calculated by this Section 3(b) shall control, and the Base Rent as calculated by this Section 3(b) shall be the Base Rent due and payable for the Premises for that Lease Year. The Base Rent shall be calculated under this Section 3(b) by multiplying the total number of students attending or utilizing the Premises (as reported to the State of Ohio [including, without limitation, the Ohio Department of Education]) by the amount equal to 17% of the then current Ohio Department of Education annual student allowance. For example: if, in the second Lease Year, it is reported to the State of Ohio that there are 100 students of Tenant and the then-current Ohio Department of Education annual student allowance is \$5,600, then Base Rent would be calculated as follows: 100 x 952 (952 being the product of multiplying 5,600 by 17%), and Base Rent would equal \$95,200. In this example, since the Base Rent calculated under this Section 3(b) is greater

than the annual Base Rent due for the second Lease Year in the Base Rent table set forth in Section 3(a) above (\$94,000), annual Base Rent for such year would be the amount of \$95,200. Tenant acknowledges and agrees that the students of any subtenant of Tenant shall be included in the above calculation and shall count as students of Tenant for purposes of determining Base Rent hereunder. In furtherance of this Section 3(b), Tenant shall, immediately upon demand from Landlord, deliver to Landlord a true, accurate, and complete copy of the student count provided to the State of Ohio (which, for the avoidance of doubt, shall include the number of students of any subtenant).

(c) Base Rent shall be due and payable in equal monthly installments by Tenant to Landlord during the Term on or before the first day of each month, in advance, at such other place as Landlord may from time to time designate, without any prior demand therefor and without any offsets, notice, deductions or setoffs whatsoever.

(c) All costs and expenses which Tenant assumes or agrees to pay to Landlord pursuant to this Lease in addition to Base Rent, including, without limitation, Tenant's Pro Rata Share of Taxes, Tenant's Pro Rata Share of Insurances costs, and all other impositions and charges payable by Tenant to or on behalf of Landlord under this Lease, shall be deemed additional rent (the "**Additional Rent**"). As used in this Lease, the term "**Rent**" includes Base Rent and Additional Rent. Tenant's covenant to pay Rent shall be independent of every other covenant set forth in this Lease. Landlord agrees to reasonably cooperate, at no expense to Landlord, in Tenant's application for real estate tax exemption for the Premises.

(d) In the event any sums required hereunder to be paid are not received within five (5) days after the due date thereof, then all such amounts shall be subject to a ten percent (10%) late charge ("**Late Charge**") to compensate Landlord for processing the late Payment. The Late Charge shall be due and payable as Additional Rent on the first day of the immediately succeeding month. In addition to the Late Charge, and to help defray the costs to landlord due to late payments, any amounts not paid on the due date thereof shall also bear interest from the due date thereof until paid at the rate of eighteen percent (18%) per annum or at 3% above the prime rate of interest as published in the *Wall Street Journal*, whichever is greater (the "**Default Rate**"). All such amounts shall be due and payable without notice or demand. Tenant shall pay the foregoing late fees and interest thereon in addition to all default remedies of Landlord pursuant to Section 17 below.

(e) Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or in any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

(f) If Tenant pays any installment of Rent by check and such check is returned for insufficient funds, then Tenant shall pay Landlord, on demand, a processing fee of Fifty Dollars (\$50.00) per returned check plus all applicable late charges and if three (3) checks are returned for insufficient funds, all subsequent payments to Landlord by Tenant shall be made by either in a certified or cashier's check.

(g) Notwithstanding anything contained in this Lease to the contrary, so long as Tenant is not in default under this Lease, Tenant shall be entitled to an abatement of Base Rent only, and no other components of Rent, for the eight (8) month period commencing on the Commencement Date (the "**Abatement Period**"). The total amount of Base Rent abated during the Abatement Period is herein collectively referred to as the "**Abated Rent**". If Tenant is in default at any time during the Term and fails to cure such default within the applicable cure period under this Lease, if any, an amount equal to all Abated Rent shall immediately become due and payable. The payment by Tenant of the Abated Rent in the event of a default shall not limit or affect any of Landlord's other rights, pursuant to this Lease or at law or in equity.

(h) Landlord hereby acknowledges that Tenant has prepaid Base Rent for the 4 calendar months immediately following the Abatement Period.

4. USE:

(a) The Premises shall, subject to all applicable laws, zoning ordinances, regulations, and all matters of record, be used by Tenant only for the operation of a charter school, vocational school, and recreational center under the trade name/s East Bridge North, East Bridge School North, or similar names, and for no other purpose and under no other trade name (the "**Permitted Use**") without receipt of Landlord's written approval. Tenant shall conduct the Permitted Use on the Premises at all times in a manner consistent with reputable business standards and

practices and operate the entire Premises continuously and uninterruptedly during the entire Term in accordance with the terms and conditions of this Lease, acknowledging breaks in a school schedule. Tenant shall, at its own expense, comply with all laws, orders and ordinances respecting all matters of occupancy, condition or maintenance of the Premises, and Tenant shall indemnify and hold Landlord harmless from any and all costs or expenses on account of Tenant's use and occupancy of the Premises. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect same upon request. Tenant shall be responsible for compliance with the Americans with Disabilities Act with respect to the Premises. Further, Tenant shall comply with and observe all other reasonable rules and regulations established by Landlord, from time to time, provided such rules and regulations shall be uniformly and non-discriminatorily applicable to all other similarly situated tenants (as well as any rules and regulations promulgated pursuant to any of the Governing Documents). Tenant shall not commit waste on the Premises or use or permit the use of the Premises for any unlawful purpose or in violation of any certificate of occupancy, or for any purpose that may constitute a nuisance, public or private, or suffer any dangerous article to be brought upon the Premises unless safeguarded as required by Law.

(b) This Lease is subject to all currently existing and future covenants, conditions, restrictions, easements, agreements, encumbrances and other matters now or hereafter recorded against the Premises and/or the Property (collectively, the "**Governing Documents**"); provided, however, that nothing in the Governing Documents shall be deemed or construed to confer upon Tenant any rights, remedies, options, benefits or privileges that are not conferred upon Tenant under the express terms and provisions of this Lease. Tenant agrees to and comply with all conditions, obligations, restrictions, covenants and requirements under the Governing Documents, as well as honoring the requests of Landlord and of the owner or owners of other portions of the Property made pursuant to the Governing Documents. If Tenant is in default or causes or is responsible for any default under the Governing Documents, the same shall constitute a default under this Lease and Landlord may (but shall not be obligated to) cure such default at Tenant's expense. Tenant shall pay to Landlord, upon demand, any and all expenses, costs and damages incurred in connection with the curing of such default. Tenant hereby expressly agrees that Landlord shall not be liable to Tenant for any expense, injury, loss or damage resulting from construction, alteration, demolition or servicing work, or any other work or activity, done in or upon, or the use of, any portion of the Property, or any building, land, street, or alley adjacent or near said structure.

5. TENANT'S COVENANTS: Tenant covenants and agrees as follows:

(a) Tenant accepts the Premises in their present condition (excepting Landlord's obligation to repair the existing heating, ventilation, and air conditioning units serving the Premises to a working condition), and shall make and pay for all repairs to the Premises not required herein to be made by Landlord, and shall pay the cost of all remodeling, redecorating, painting, alterations and/or additions required by Tenant during the Term;

(b) Tenant shall promptly report in writing to Landlord any defective condition in the Premises which Landlord is required to repair;

(c) Tenant shall pay for any repairs to the Building or Building systems made necessary by any misuse, negligence or carelessness of Tenant, its employees, agents, licensees, contractors, concessionaires, patrons, and/or invitees;

(d) Tenant shall bear the risk of loss and damage to all personal property of Tenant located upon the Premises and agrees that (i) Landlord shall not be liable for any injury, death, loss or damage to person or property occurring upon the Premises, unless due to the negligence of Landlord, and (ii) Tenant shall save Landlord harmless from all claims, loss, cost (including reasonable attorney's fees) and damages arising from Tenant's use and occupancy of the Building;

(e) Tenant shall operate its business in a reasonable manner so as not to disturb other occupants of the Building or to damage, destroy or cause waste of the Premises; and

(f) Tenant shall notify Landlord in writing of any material accident occurring within the Premises.

6. INSURANCE:

(a) At all times commencing on and after the Effective Date, Tenant shall procure and maintain throughout the Term, at its sole expense, (i) Commercial General Liability Insurance insuring Landlord and Tenant against all claims arising out of Tenant's use or occupancy of the Premises or the condition of the Premises, with limits of at least \$1,000,000 per occurrence,

\$2,000,000 annual aggregate, naming Landlord, Landlord's lender and such other parties as Landlord may designate as additional insureds with primary/noncontributory coverage, (ii) fire and extended coverage insurance covering the replacement cost of all alterations, additions, partitions, improvements, and personal property installed in the Premises, (iii) insurance covering glass breakage in the Premises, and (iv) as to any of Tenant's employees, Worker's Compensation insurance, in accordance with applicable state law, with employers' liability coverage. All policies of insurance shall provide primary coverage to Landlord when any policy issued to Landlord is similar or duplicate in coverage (Landlord's policy shall be excess over Tenant's policies). Before any alterations, additions, improvements or construction are undertaken, Tenant shall carry and maintain, at its expense, or Tenant shall require any contractor performing work on the Premises to carry and maintain, at no expense to Landlord, in addition to worker's compensation insurance as required by the jurisdiction in which the Property is located (including Occupational Disease Insurance and Voluntary Compensation Insurance), All Risk Builder's Risk Insurance in the amount of the replacement cost of the Tenant Improvements and Commercial General Liability Insurance (including, but not limited to, Contractor's Liability coverage, Contractual Liability coverage, Completed Operations coverage, a Broad Form Property Damage coverage and Contractor's Protective liability) with limits of at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate, naming Landlord, Landlord's lender and such other parties as Landlord may designate as additional insureds with primary/noncontributory coverage. Tenant shall be obligated to comply with all insurance obligations under the Governing Documents as well as any reasonable insurance obligations imposed by Landlord's lenders from time to time. The limits of Tenant's insurance shall in no event limit Tenant's liability under this Lease, at law or in equity.

(b) Such liability and casualty insurance policies shall be written by a company or companies authorized to engage in the business of general liability, casualty and extended coverage insurance in the State of Ohio, and a certificate thereof shall be delivered to Landlord at least fifteen (15) days prior to the time such insurance is required to be carried by Tenant; and thereafter at least thirty (30) days prior to the expiration of any such policies. All such policies shall bear an endorsement stating that the insurer agrees to notify Landlord not less than thirty (30) days in advance of modification or cancellation thereof.

(c) Tenant hereby waives any claim which it has against the Landlord to the extent any such matter is required to be covered by insurance by Tenant, and further agrees that all policies of insurance to be kept and maintained in force by Tenant shall contain provisions in which the rights of subrogation against Landlord are waived by the insurance company or carriers insuring the Premises or property in question.

(d) Except to the extent of any losses, liabilities, obligations, damages, penalties, claims, costs, charges, and expenses resulting from the negligence of the indemnified party, Tenant shall indemnify, defend and hold Landlord, its principals, beneficiaries, managers, members, partners, officers, directors, agents, employees, consultants and contractors and any of Landlord's mortgagee(s) ("**Landlord Related Parties**") harmless against and from all losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, but not limited to, reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Landlord Related Parties and arising, directly or indirectly, out of or in connection with the use or occupancy or maintenance of the Premises by, through or under Tenant, and (without limiting the generality of the foregoing) any of the following: (i) any work or thing done in, on or about the Premises or any part thereof by Tenant, its principals, beneficiaries, managers, members, partners, officers, directors, assignees, sublessees, Concessionaires, agents, contractors, employees or invitees ("**Tenant Related Parties**"); (ii) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof by Tenant or any of the Tenant Related Parties; (iii) any act or omission of Tenant or any of the Tenant Related Parties (but as to Tenant's invitees, only to the extent such act or omission occurs within the Premises); (iv) any injury or damage to any person or property occurring in, on or about the Premises or any part thereof; or (v) any failure on the part of Tenant or any of the Tenant Related Parties to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease with which Tenant or any of the Tenant Related Parties must comply or perform. In case any action or proceeding is brought against any of the Landlord Related Parties by reason of any of the foregoing, Tenant shall, at Tenant's sole cost and expense, resist or defend such action or proceeding.

7. LANDLORD'S IMPROVEMENTS: Other than repairing the existing heating, ventilation, and air conditioning units serving the Premises to a working condition, Landlord shall make no improvements and/or alterations to the Premises. Except as set forth in the immediately preceding sentence, the Premises are leased to Tenant in an "as is" condition and Tenant acknowledges that Landlord has made no warranty or representation with respect to the condition or suitability of the Premises. Tenant agrees that Landlord has no obligation to improve or repair the

Premises, Building or the Property unless said obligation is specifically set forth in this Lease.

8. TENANT'S IMPROVEMENTS:

(a) Any and all improvements to and remodeling of the Premises required pursuant to this Lease or otherwise (which shall include, without limitation, installing fire separation between the second and third floors of the Building) (the "**Tenant Improvements**") shall be performed by (i) Tenant at Tenant's sole cost and expense, (ii) in accordance with plans and specifications approved by Landlord and the terms of this Lease, the Governing Documents and all applicable Laws, (iii) in a workmanlike manner with appropriate materials, (iv) by duly qualified or licensed persons and (v) without unreasonable interference with the operation of Landlord or other occupants of the Building and Property. If required by Landlord, Tenant shall use contractors approved by Landlord, which such approval shall not be unreasonably withheld, for certain portions of the Tenant Improvements such as any Tenant Improvements that will require access to or penetration of the roof and any structural, electrical, mechanical or plumbing work which ties into base building systems. Upon receipt of Landlord's written approval of such plans and specifications, Tenant shall promptly commence and diligently pursue to completion the construction of any initial Tenant Improvements by the Commencement Date. Prior to the Commencement Date, Tenant shall perform all duties and obligations imposed by this Lease including, but not limited to, the obligation to pay all utility charges. Construction of the Tenant Improvements shall be coordinated with any other construction or other work in the Building and/or Property in order to not adversely affect such other construction being performed by or for Landlord or other tenants or occupants of the Building or Property, including, but not limited to, scheduling use of the loading dock (if any) and elevators with Landlord.

(b) Tenant shall not commence any work within the Premises until Landlord has approved Tenant's final plans, unless Landlord's prior approval has been obtained in writing. Notwithstanding anything to the contrary contained herein, Landlord's approval of any plans and specifications submitted by Tenant is not intended and shall not be deemed to constitute a representation, warranty or assurance of any kind that such plans and specifications and the Tenant Improvements shown thereon comply with applicable laws or that the same are structurally sound and Tenant shall be solely responsible for causing such compliance and for the quality and structural integrity of any Tenant Improvements and Tenant acknowledges that it is not relying on Landlord or any of its agents, contractors, or employees for the same. Additionally, Tenant acknowledges and agrees that Tenant is responsible for securing, in a timely manner, all necessary governmental approvals, permits and licenses required in connection with the Tenant Improvements. Upon completion of the Tenant Improvements, Tenant shall obtain such occupancy certificates as are required for use and occupancy of the Premises and shall deliver a copy of same to Landlord. Landlord shall reasonably cooperate, at no cost or expense to Landlord, with securing any such approvals, permits, or licenses to the extent owner/landlord signature or cooperation is reasonably necessary. Upon completion of the Tenant Improvements, Tenant shall furnish Landlord with final waivers of liens, contractors' affidavits, architects' certificates and any other documents as may be required by Landlord in such form as may be required by Landlord from all parties performing labor or supplying materials or services in connection with the Tenant Improvements showing that all of said parties have been compensated in full and waiving all liens in connection with the Premises, the Building and the Property.

(c) Upon the expiration or earlier termination of this Lease, all present and future alterations, additions or improvements made in, on or to the Premises, by either party, including, but not limited to, non-trade fixtures, light fixtures, pipes, ducts, conduits, plumbing, wiring, paneling, partitions, mezzanines, floors, floor and wall coverings, and similar items (the "**Leasehold Improvements**") shall be deemed the property of Landlord and unless Landlord directs otherwise, shall remain upon and be surrendered with the Premises as part thereof in good order, condition and repair, ordinary wear and tear excepted, upon Tenant's vacation or abandonment of the Premises. All movable goods, inventory, furniture, trade fixtures and other movable personal property belonging to Tenant which are installed or stored in the Premises by Tenant and are not permanently affixed to the Premises, shall remain Tenant's property ("**Tenant's Property**") and shall be removed by Tenant on or prior to the expiration or earlier termination of this Lease (or the termination of Tenant's right to possession of the Premises, whichever is applicable) provided that: Tenant shall immediately repair any damage to the Premises caused by the removal of any of Tenant's Property and restore the Premises to the same condition as existed prior to the installation of such property. If Tenant shall not remove all of Tenant's Property from the Premises upon the expiration or termination of this Lease, Landlord may at its option remove all or part of Tenant's Property in any manner that Landlord may choose, and store the same without liability to Tenant for loss or damage thereof, and Tenant shall be liable to Landlord for all expenses incurred in such removal and storage of Tenant's Property.

9. ALTERATIONS: Except with the prior written consent of Landlord, Tenant will not make, or permit anyone to make, any alterations in or additions to the Premises or Building; nor will it install any equipment of any kind that will require any alterations in or additions to the water system, plumbing system, heating system, air conditioning system, or the electrical system or the use of such systems. When such consent shall be given, all such work shall be at Tenant's expense and strictly in accordance with plans and specifications approved in writing by Landlord. Tenant shall not permit any mechanic's or materialmen's liens to attach to the Premises, the Building or this leasehold interest. If any such alterations, additions or installations are made without such consent or contrary to the manner approved by Landlord, Landlord may correct or remove them and Tenant shall be liable for any and all expenses incurred by Landlord in the performance of this work. Upon the termination of this Lease or expiration of the Term, all alterations, additions or installations made by Tenant shall become the property of Landlord and shall remain upon the Premises. Notwithstanding the foregoing and provided Tenant is not in default under this Lease, Tenant shall have the right to make non-structural interior alterations to the Premises without obtaining Landlord's prior written consent provided that: (i) such interior alterations shall be completed in a good and workmanlike manner in accordance with the plans and specifications for the Premises originally approved by Landlord and all applicable Laws; (ii) the cost of any such interior alterations shall not exceed in the aggregate Five Thousand Dollars (\$5,000.00) per Lease Year; and (iii) such interior alterations do not affect building systems, including but not limited to mechanical, electrical, plumbing and life safety.

10. MAINTENANCE:

(a) Tenant's Maintenance.

(i) Tenant shall at all times during the Term, from and after the Effective Date, at its own cost and expense, maintain the Premises in good and sanitary order, condition and repair and make all necessary replacements and repairs to the Premises (other than any repairs required to be made by Landlord pursuant to Section 10(b) below). Tenant's obligations shall include, but not limited to, repairing, maintaining, and making replacements to items such as the following, but only to the extent the same are located within or exclusively serving the Premises: floors (other than structural floors); walls (other than the exterior face or service corridor walls); ceilings; utility meters; pipes and conduits; fixtures; electrical; sprinkler equipment, fire protection equipment and other equipment within the Premises; security systems within the Premises; locks and closing devices; window sashes, casements and frames; glass; and doors and door frames. Tenant shall, as part of its maintenance and repair obligations hereunder, enter into a service contract with a local, approved contractor for service, maintenance and repair of all heating, ventilation and air conditioning equipment servicing the Premises, which shall provide for servicing by such contractor no less often than quarterly. A copy of such contract shall be delivered to Landlord annually.

(ii) Tenant shall at all times during the Term, from and after the Effective Date, at its own cost and expense, maintain, repair, and replace the Common Areas (except as set forth in Section 10(b) below), including, without limitation, removing snow and ice from the Common Areas; cleaning, gardening and landscaping the Common Areas; repairing and replacing the paving, curbs, walkways, parking areas, driveways, aprons, light poles, bulbs, drainage and equipment used in the Common Areas; and line painting/stripping.

(b) Landlord's Maintenance. Landlord shall at all times during the Term, at its own cost and expense, maintain only the following components of the Building: the heating, ventilating and air-conditioning equipment and systems which exclusively serve the Premises; the roof of the Buildings; pipes and conduits located outside of the Premises; the exterior of the Building; the structural components of the Building; and the on-site gas lines, water lines, sanitary sewer lines, and any other common utility lines, pipes, wires, facilities and related appurtenances serving the Property. If Landlord makes repairs by reason of Tenant's negligent acts or omissions, Landlord may deem the cost of such repairs Additional Rent, and such cost shall be due and payable within thirty (30) days after Landlord's demand therefor. In the event of the failure of Tenant to make repairs or perform any act required by this Lease promptly as herein agreed, Landlord, in addition to any other rights, may as of right enter upon the Premises, provided Landlord is accompanied by Tenant if student's are present, without notice and make such repairs or perform such acts at the expense of Tenant, the cost thereof to be charged to Tenant as Additional Rent.

11. COMMON AREAS: The term "**Common Areas**" means all parking areas, sidewalks, access roads and facilities furnished or made available by Landlord on the Property, including, without limitation, driveways, elevators, landscaped areas, roofs, retaining walls, stairways, lighting facilities, sanitary systems, utility lines, water filtration and treatment facilities and the areas and improvements provided by Landlord for the general use in common of tenants and others on the

Property. All Common Areas shall at all times be subject to the exclusive control and management of Landlord (except as otherwise specially set forth in this Lease). During the Term, Tenant, its employees, agents and customers shall have a non-exclusive license, in common with Landlord and all others to or for whom Landlord has given or may hereafter give rights to use the Common Areas (as the same may exist from time to time), but such license shall at all times be subject to the exclusive control and management by Landlord and such reasonable rules and regulations as Landlord may, from time to time, impose (as well as any rules and regulations as may be promulgated under the Governing Documents). Landlord shall have the right from time to time to change or modify, add to or subtract from, include in or exclude from the Property and its gross leasable area any buildings, separately assessed parcels, separately maintained parcels, and separately owned parcels and premises; to change or modify and add to or subtract from the sizes, locations, shapes and arrangements of parking areas, entrances, exits, parking aisle alignments and other Common Areas; to restrict parking by Tenant's officers, agents and employees, to designated areas (in reasonable proximity to the Premises); to construct surface, sub-surface or elevated parking areas and facilities; to construct, maintain and operate lighting facilities on all said areas; to establish and from time to time change the level or grade of parking surface and enforce parking charges (by meters or otherwise), with appropriate provisions for free parking ticket validating by tenants; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to add to or subtract from the buildings in the Property; to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking; and do and perform such other acts in and to said Common Areas as Landlord in its sole discretion deems advisable for the use thereof by tenants and their customers; provided, however, that no such changes to the Common Areas shall, after their completion, unreasonably, materially and adversely interfere with Tenant's Permitted Use. Without limiting the authority of Landlord's operation and maintenance of the Common Areas in its sole discretion, Landlord shall have the full right and authority to employ and discharge all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas.

12. UTILITIES: Tenant shall pay all rents and charges for water, sewer, electricity, gas, chilled water, air-conditioning, ventilating, telephone service, trash removal, and other utilities (the "**Utility Charges**") supplied to the Premises when the same become due directly to the provider thereof. If any such utilities are not separately metered or not permitted to be in Tenant's name, then in addition to Tenant's payments of separately metered charges, Tenant shall pay to Landlord within ten (10) days after receipt by Tenant of a bill therefor, Tenant's proportionate share of such Utility Charges. None of the Landlord Related Parties shall be liable to Tenant in damages or otherwise for the quality, quantity, failure, unavailability, discontinuance or disruption of any utility service and the same shall not constitute a termination of this Lease, an actual or constructive eviction of Tenant, or entitle Tenant to an abatement of Rent or other charges (except as specifically set forth herein). Tenant shall not be obligated to pay late fees or penalties resulting from Landlord's failure to timely pay any utility bills sent directly to Landlord or to timely transmit to Tenant utility bills which Tenant is obligated to pay but to which are sent directly to Landlord.

13. RIGHT OF ENTRY: Upon 48 hours' notice to Tenant, Landlord may enter the Premises at reasonable hours to exhibit same to others, to inspect the Premises, to make repairs required of Landlord, or to install, modify, repair or replace any fixtures or other construction affecting the Premises, any adjoining space or the Building. Tenant shall have the right to accompany Landlord if Landlord desires to enter the Premises during times when students will be present on the Premises. Landlord shall comply with all confidentiality laws and regulations, including but not limited to FERPA and shall hold tenant harmless for any violation of confidentiality laws caused by the gross negligence of Landlord or Landlord's agents entry on the Premises. Landlord may, within six (6) months next preceding the expiration date of the Term place and maintain notices for letting the Premises.

14. ASSIGNMENT AND SUBLETTING: Tenant will not assign or encumber this Lease, or sublet, or suffer or permit the Premises or any part thereof to be used by others, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. If, with such consent, this Lease be assigned or sublet, or any part of the Premises be used by others, Landlord may, in event of default of Tenant, collect rent from the assignee, subtenant or user, and apply the net amount received to the rent herein reserved, but no such assignment, subletting, use or collection shall be deemed a waiver of this covenant or a release of Tenant from its obligations under this Lease. The consent by Landlord to an assignment, encumbrance, subletting or other use will not be construed to relieve Tenant from obtaining the prior written consent of Landlord to any further assignment, encumbrance, subletting or other user, nor shall the same relieve Tenant from liability hereunder. If Landlord wrongfully withholds its consent to any assignment or subletting, Tenant's sole and exclusive remedy therefor shall be to seek specific performance of Landlord's obligation to consent to such assignment or subletting. Landlord may assign Landlord's interest in this Lease

without the consent of Tenant and any assignee of said interest of Landlord shall be bound by all the terms of this Lease.

15. DESTRUCTION:

(a) In the event of a fire or other casualty ("**Casualty**"), if (i) either or both of the Premises, Building, or Property shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement thereof; or (ii) the proceeds of Landlord's insurance recovered or recoverable as a result of a Casualty and retained by Landlord shall be insufficient to pay fully for the cost of replacement of the Premises or the Building; or (iii) the Premises or the Building shall be damaged as a result of any cause which is not covered by Landlord's insurance; or (iv) the Building is damaged to such extent that in the sole judgment of Landlord, it cannot be operated as an economically viable unit; then, in any such event, Landlord may terminate this Lease by notice given to Tenant within one hundred eighty (180) days after the settlement of the loss resulting from the Casualty between Landlord and Landlord's insurer(s) (or within one hundred eighty [180] days after the determination by Landlord's insurers that such loss was not covered by Landlord's insurance, if applicable). If Landlord terminates this Lease as aforesaid, then the termination date shall be the date set forth in the notice to Tenant, which date shall not be less than thirty (30) days after the date of said notice. The "**cost of replacement**" shall be determined by the company or companies selected by Landlord's insurers, or if there shall be no such determination, by a person selected by Landlord reasonably qualified to determine such "**cost of replacement.**"

(b) If the Casualty shall render the Premises untenantable, in whole or in part, and provided that the Casualty or the occurrence causing the untenability of the Premises is not caused by or primarily attributable to Tenant or Tenant Related Parties, all Rent shall abate proportionately during the period of such untenability on the basis of the ratio which the amount of floor space of the Premises rendered untenantable bears to the total floor space of the Premises. Such abatement of Rent shall terminate on the earlier of (i) the date any repair and restoration work is substantially completed by Landlord pursuant to its obligations, if any, hereunder, or thirty (30) days after such date in the event Tenant is required to perform repair work hereunder, or (ii) the date Tenant reopens for business in the portion of the Premises previously rendered untenantable. Notwithstanding anything to the contrary contained herein, in the event as a result of a Casualty only a portion of the Premises is damaged which results in Tenant being unable to operate its business within that portion of the Premises not so damaged or destroyed, the Premises shall be deemed to be completely untenantable for purposes of this Section. Except to the extent specifically set forth in this Section 15(b), neither the Rent nor any other obligations of Tenant under this Lease shall be affected by any Casualty, and Tenant hereby specifically waives all other rights as against Landlord it might otherwise have under law or by statute.

(c) Provided this Lease is not terminated pursuant to Section 15(a) or any other provision of this Lease, and subject to Landlord's ability to obtain the necessary permits therefor and the availability of insurance proceeds, Landlord shall repair or reconstruct or demolish and rebuild the Premises to a substantially similar condition as existed prior to the Casualty, except that Landlord shall not be required to repair or replace any of Tenant's Property or any Leasehold Improvements installed in the Premises by or on behalf of Tenant. Notwithstanding anything to the contrary contained herein: (i) in no event shall any of the Landlord Related Parties be liable for interruption of Tenant's business or for damage to or repair of any of those items which Tenant is required to insure, including all Tenant's Property and Leasehold Improvements; and (ii) Landlord's obligation to repair, reconstruct or demolish and rebuild the Premises shall be subject to the terms and conditions of the Governing Documents.

(d) Provided this Lease is not terminated pursuant to any provision of this Lease, Tenant shall, to the extent Tenant's insurance proceeds permit, promptly commence and diligently pursue to completion the repair and refixturing of the Premises to a substantially similar condition as existed prior to the Casualty, and otherwise in accordance with the terms and conditions of this Lease. Tenant shall reopen for business in the Premises as soon as practicable after the occurrence of the Casualty.

16. EMINENT DOMAIN: If the whole or any part of the Premises or the Building shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Term of this Lease shall, at the option of Landlord, terminate as of the date of title vesting in the appropriating party to such proceeding, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise, and any award made pursuant to such proceeding shall belong solely to Landlord. All compensation and damages awarded for the taking of the Premises or any portion thereof shall belong to and be the sole property of Landlord, and Tenant shall not have any claim or be entitled to any award for diminution in value of its leasehold

interest hereunder or for the value of any unexpired Term of this Lease; *provided, however*, Tenant shall be entitled to any award that may be made for Tenant's trade fixtures and equipment, goodwill and relocation expenses, and Tenant shall have the right to make a separate claim for award from the condemning authority, provided such claim does not diminish the award of Landlord.

17. DEFAULT: In the event that (a) the fixed rent, additional rent or other charges required by this Lease are not paid within ten (10) days after the date due; (b) Tenant fails to comply with any term, provision, condition or covenant of this Lease (other than the payment of fixed rent, additional rent, or other charges), and Tenant shall not cure such default within thirty (30) days after notice to Tenant of such failure to comply; (c) the Premises shall be deserted or vacated; (d) any petition is filed by or against Tenant under any section or chapter of any bankruptcy act; (e) Tenant shall become insolvent or make a transfer in fraud of creditors; (f) Tenant shall make an assignment for the benefit of creditors; (g) a receiver or trustee is appointed for a substantial part of the assets of Tenant and within thirty (30) days thereafter Tenant fails to secure a discharge thereof; (h) this leasehold interest of Tenant is levied upon under execution; or (i):

- (i) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice, but subject to applicable law, enter upon the Premises and expel or remove Tenant and Tenant's effects, by force and without court proceedings, and without being liable to prosecution or any claim for damages therefor; and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such Lease termination, whether through inability to relet the Premises or through decrease in rent or otherwise.
- (ii) Enter upon the Premises, without being liable to prosecution or any claim for damages thereon, and relet the Premises, and receive the rent thereof and Tenant shall pay Landlord any deficiency that may arise by reason of such reletting, together with Landlord's expenses incurred in such reletting, on demand at any time and from time to time.
- (iii) Refrain from terminating this Lease but terminate Tenant's right of possession until such default is cured, either by legal action or by force and without force and without court proceedings, and in such case Landlord may enforce against Tenant the provisions of this Lease for the unexpired term hereof.
- (iv) Declare all rent and other payments for the entire unexpired term of this Lease at once due and payable, and if not paid forthwith upon Lessor's demand, then to resort to legal process for collection of all accelerated payments due under this Lease. Tenant agrees and acknowledges that Landlord shall not have an affirmative obligation to mitigate its damages hereunder.
- (v) Recover, in addition to any other damages set forth in this Lease or permitted at law or equity, all of Landlord's expenses incurred with respect to Tenant's default, including without limitation reasonable attorney's fees, commissions, and costs of repair, renovation, alteration, and/or reletting of the Premises.
- (vi) Take any other actions or remedies permitted by law.

18. TERMINATION: In the event Tenant's charter for the operation of a charter school at the location of the Premises is terminated or suspended or should the state of Ohio cease to fund Tenant prior to the expiration of the Term, Tenant shall have the right to terminate this Lease upon 30 days' written notice to Landlord. Notwithstanding the foregoing, if such termination or suspension of Tenant's charter or cessation of the State of Ohio's funding is due to: (a) Tenant's violation of any requirement of the State of Ohio and/or a violation of law, regulation, code, ordinance; and/or (b) Tenant's failure to use good faith, diligent, best efforts to operate for the Permitted Use in a manner reasonably calculated to cause Tenant's operation at the Premises to be successful and continue to receiving funding from the State of Ohio, which may include, without limitation, Tenant advertising Tenant's operation for the Permitted Use and hiring a sufficient number well-qualified instructors.

19. MECHANIC'S LIENS: No mechanic's or other lien shall be allowed against the Building, the Property or the estate of Landlord. If any mechanic's or other lien shall at any time be filed against the Premises, the Building, or the Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Tenant or anyone claiming by, through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien to be so discharged or bonded within ten (10) days after notice of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be

obligated to, discharge the same, by paying the amount claimed to be due without inquiring as to the validity of any such lien, and the amount so paid by Landlord, including attorneys' fees incurred by Landlord in connection therewith, shall be due and payable by Tenant to Landlord upon demand as Additional Rent.

20. SUBORDINATION: Tenant's rights under this Lease are and shall remain subject and subordinate to the operation and effect of: (i) all present and future ground or underlying leases involving all or any part of the Property; or (ii) any mortgage, deed of trust or other security instrument now or hereafter affecting the Premises or the Property; or (iii) all renewals, modifications, replacements, consolidations and extensions of or participations in those transactions evidenced by documents referred to in (i) and (ii) above, whether the same shall be in existence on the date hereof or created hereafter (any such lease, mortgage, deed of trust or other instrument being referred to as a "**Mortgage**" and the person or persons having the benefit of same being referred to as a "**Mortgagee**"). Tenant's acknowledgment and agreement of subordination provided for in this Section 19 is self-operative and no further instrument of subordination shall be required; however, Tenant shall promptly execute and deliver such further assurances thereof as may be requested, from time to time, by Landlord or Mortgagee. If and as a Mortgagee shall so elect, this Lease and Tenant's rights hereunder shall be superior and prior in right to its Mortgage, with the same force and effect as if this Lease had been executed, delivered and recorded prior to the execution, delivery and recording of such Mortgage. If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if and as so requested or required by such successor-in-interest, Tenant shall, without charge, attorn to such successor-in-interest. Tenant shall give prompt written notice to any Mortgagee of any default of Landlord under this Lease, and Tenant shall allow such Mortgagee a reasonable length of time (in any event, not less than sixty (60) days from the date of such notice) in which to cure any such default. Tenant's obligation to subordinate and attorn to a Mortgagee shall be expressly conditioned upon receiving written assurance of non-disturbance protection from such Mortgagee.

21. ESTOPPEL CERTIFICATE: Upon request by Landlord, Tenant shall promptly and without cost to Landlord duly execute and deliver to Landlord or to any other person designated by Landlord a written instrument certifying: (i) that this Lease is unmodified and in full force and effect (or if there has been a modification, that the same is in full force and effect as modified, and stating the modification); (ii) the dates, if any, to which the Rent, and other sums and payments due under this Lease have been paid; (iii) whether Landlord has breached the performance of any covenants, terms and conditions on Landlord's part to be performed under this Lease, and the nature of Landlord's breach, if any; and (iv) such other relevant information as Landlord or any Mortgagee may reasonably request. Landlord may prepare said document for Tenant's signature and send the same to Tenant for Tenant's signature and in the event that Tenant does not execute and return the same to Landlord within ten (10) days, Tenant shall be deemed to have certified all information contained therein.

22. HOLDING OVER: Tenant's occupancy subsequent to the expiration or earlier termination of this Lease, whether or not with the consent of Landlord, shall be deemed to be that of a tenancy at sufferance, subject to all the terms, covenants, and conditions of this Lease, except that: (i) for each day Tenant holds over the Rent shall be two (2) times the Rent payable in the last Lease Year of the Term divided by three hundred sixty-five (365) ("**Holdover Rent**"), and (ii) any exclusive use rights, expansion or extension rights or rights of first offer or rights of first refusal in favor of Tenant shall be null and void and of no force or effect during any period in which Tenant is holding over. No extension or renewal of this Lease shall be deemed to have occurred by any holding over. The provisions of this section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant. In addition to paying to Landlord the Holdover Rent, if Tenant fails to surrender the Premises to Landlord as required by this Lease, Tenant shall indemnify, defend and hold the Landlord Related Parties harmless from and against any and all loss, liability, damages and expense (including, but not limited to, attorneys' fees) sustained or incurred by any of the Landlord Related Parties on account of or resulting from such failure, including, but not limited to, claims made by any succeeding tenant of all or any part of the Premises.

23. SURRENDER OF PREMISES: At the termination of this Lease, Tenant shall surrender the Premises in the same condition which existed at the commencement of the term, natural wear and tear excepted. Tenant's obligation to perform this covenant shall survive the expiration or other termination of the Term of this Lease.

24. **QUIET ENJOYMENT:** Tenant, upon paying the rent and observing and performing all the terms, covenants and conditions on its part to be observed and performed, may peaceably and quietly enjoy the Premises, subject to the terms and conditions of this Lease.

25. **NOTICES:** A "Notice" given in connection with this Lease will be effective only if it is in writing and (i) delivered in person or by courier (so long as delivery is evidenced by a written receipt signed on behalf of the receiving party), (ii) sent postage prepaid by United States certified mail (with return receipt requested), or (iii) sent by reputable overnight courier service that provides written evidence of delivery, or (iv) sent by electronic mail, addressed as specified below (with the copy to counsel as a courtesy only and not required for an effective Notice) or to such other address as requested by either party in writing. All Notices given in the manner specified herein shall be effective upon actual receipt or upon refusal to accept delivery. All Notices given by electronic mail are effective on the date of transmission, provided that the Notice is sent on a business day before 5:00 p.m. (local time where the Premises is located) and a copy of the Notice is on the same date of transmission also sent by reputable overnight courier for next business day delivery. Notices from a party may be given by legal counsel to such party.

Landlord's Address:

818 SW 3rd Avenue
#221-2313
Portland, Oregon 97204
Attention: John Du
Email: sinh.duq@gmail.com

Tenant's Address:

East Bridge Academy of Excellence
c/o Amy Goodson Co., LLC
288 S. Munroe Road
Tallmadge, OH 44278
Attention: Amy E. Goodson, Esq.
Email: amy@amygoodsonlaw.com

26. **RULES AND REGULATIONS:** Tenant covenants and agrees to conform, at all times, to the reasonable rules and regulations made or hereinafter made by Landlord for the management of the Building and Property, its appurtenances, furnishings, fixtures, and for the delivery of goods, merchandise, and other articles, by tradespeople and other persons. Said rules and regulations may be reasonably amended, altered or changed by Landlord from time to time, as Landlord deems necessary so long as the same do not materially and adversely interfere with Tenant's ability to conduct the Permitted Use on the Premises.

27. **LIABILITY OF LANDLORD:** If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Building, and neither Landlord nor Landlord Related Parties shall have any personal liability hereunder.

28. **APPLICABLE LAW:** Tenant and Landlord agree that this Lease shall be interpreted and construed in accordance with the laws of the State of Ohio.

29. **SECURITY DEPOSIT:** As of the Effective Date, Tenant has delivered to Landlord the sum of \$7,833.33 (the "Security Deposit"), which is equal to one month's payment of Base Rent for the first Lease Year, receipt of which is hereby acknowledged, as security for the faithful performance of the covenants and obligations to be kept and performed by Tenant in accordance with the terms of this Lease. Landlord may use, apply or retain the whole or any part of the Security Deposit for the payment of any Rent in default, or for any other sum which the Landlord may expend or be required to expend by reason of Tenant's default, including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damage or deficiency accrued before or after re-entry by Landlord. After each application from the Security Deposit, Tenant shall upon demand replenish said deposit to the amount set forth above. In the event that Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the deposit, or any balance thereof, shall be returned to Tenant after the time affixed as the expiration of the term hereof, and after vacation by Tenant and surrender of possession of the Premises to Landlord. Tenant shall not be entitled to any interest on the security deposit. The covenants in this Section are personal covenants between Landlord and Tenant and not covenants running with

the land, and in no event will any Mortgagee or any purchaser at a foreclosure sale or a sale in lieu of foreclosure be liable to Tenant for the return of the Security Deposit. In the event of a sale of the Property or an assignment of this Lease by Landlord to any person other than a mortgagee, Landlord may transfer the Security Deposit to the new landlord, in which case Tenant shall look solely to the new landlord for the return of the Security Deposit. Tenant agrees to increase, each Lease Year, the Security Deposit, so that the Security Deposit will at all times be equal to one month of the monthly Base Rent then in effect.

30. BINDING EFFECT: All the terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the respective heirs, legal representatives, and permitted successors and assigns of the parties hereto. Upon any sale or other transfer by Landlord of its interest in the Premises, Landlord shall be relieved of any obligations under this Lease occurring subsequent to such sale or other transfer.

31. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties and no representations or agreements, oral or written, not embodied herein or incorporated herein by reference shall be of any force or effect.

32. NUMBER AND GENDER: The word "Tenant" shall be construed to mean tenants where there is more than one tenant, and the necessary grammatical changes to make the provisions hereof apply either to a corporation, individual or partnership, singular or plural, masculine or feminine, will in all cases be assumed as though in each case fully expressed.

33. CAPTIONS: Paragraph captions are used for convenience only, and shall not limit or amplify or otherwise constitute a part of the provisions of this Lease.

34. BROKERS: Each of the parties represents and warrants to the other that such party has not dealt with any broker in connection with this Lease, and that such party has no knowledge of any claims for brokerage commissions or finders' fees payable in connection with this Lease. Each party agrees to indemnify and defend the other against, and hold it harmless from, all liability arising from any claim for brokerage commissions or finders' fees of any kind (including, but not limited to, attorneys' fees incurred in connection therewith) in connection with this Lease, which claim arises (directly or indirectly) out of an agreement, contract, course of dealings or relationship between such a party and the claiming party.

35. INABILITY TO PERFORM: If Landlord or Tenant is delayed or prevented from performing any of its obligations under this Lease, except for Tenant's obligation for payment of money and to provide the insurance required under this Lease, by reason of strike or labor troubles or any cause whatsoever beyond its control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by either party.

36. LANDLORD'S SELF-HELP: In addition to Landlord's rights of self-help set forth elsewhere in this Lease or as provided by law or in equity, if Tenant at any time fails to perform any of its obligations under this Lease in a manner satisfactory to Landlord, Landlord shall have the right but not the obligation, within ten (10) days' prior notice (except in the case of any dangerous condition or emergency, in which case no notice shall be required) to perform or cause to be performed such obligations on behalf and at the expense of Tenant. In such event, Landlord's costs and expenses incurred with respect thereto shall, upon demand, be paid for by Tenant as Additional Rent. The performance by Landlord of any such obligation shall not constitute a release or waiver of any of Tenant's obligations under this Lease.

37. FINANCIAL STATEMENTS. Upon request from time to time by Landlord, Tenant shall provide to Landlord a copy of its most recent annual financial statements (balance sheet and income statement) certified by an officer of Tenant as being true, complete and correct.

38. PROHIBITED PERSONS AND TRANSACTIONS. Tenant and Landlord (each, a "**Representing Party**") each represents and warrants to the other (i) that neither the Representing Party nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "**Executive Order**") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, (ii) that the Representing Party's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated

thereunder (as amended from time to time, the "**Money Laundering Act**"), and (iii) that throughout the Term of this Lease the Representing Party shall comply with the Executive Order and with the Money Laundering Act.

39. **SEVERABILITY**: If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

40. **DUE AUTHORIZATION**: If Tenant is a corporation, partnership, limited liability company or other entity, Tenant hereby covenants and warrants that: Tenant is a duly formed and duly created, in good standing and qualified to do business in the State of Ohio; the persons executing this Lease on behalf of Tenant are duly authorized to execute and deliver this Lease on behalf of such entity; and this Lease constitutes a valid and binding agreement of Tenant in accordance with the terms hereof. If Landlord is a corporation, partnership, limited liability company or other entity, Landlord hereby covenants and warrants that: Landlord is a duly formed and duly created, in good standing and qualified to do business in the State of Ohio; the persons executing this Lease on behalf of Landlord are duly authorized to execute and deliver this Lease on behalf of such entity; and this Lease constitutes a valid and binding agreement of Landlord in accordance with the terms hereof.

41. **NO RECORDING**: Neither this Lease nor any memorandum or short form of this Lease shall be recorded without the express written consent of Landlord.

42. **RELATIONSHIP OF THE PARTIES**: Nothing contained in this Lease shall be deemed to be construed as creating the relationship of principal and agent or of partnership or joint venture between Landlord and Tenant, it being understood and agreed that neither the method of computing Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

43. **INTERPRETATION**: Wherever the context so requires, the singular number shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the words "**Landlord**," "**Tenant**," and "**person**" shall include corporations, partnerships, limited liability companies, associations and individuals. If either party consists of more than one person, each such person shall be jointly and severally liable hereunder. Landlord and Tenant hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease.

44. **NON-WAIVER**: No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

45. **ATTORNEYS' FEES**: In any dispute regarding the terms of this Lease, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and costs.

46. **HAZARDOUS SUBSTANCES**: Tenant shall not use or allow the Premises or any other portion of the Property to be used for the Release (as hereinafter defined), storage, use, treatment, disposal or other handling of any Hazardous Substance (as hereinafter defined), other than cleaning supplies in customary amounts, without the prior written consent of Landlord. The term "**Release**" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended ("**CERCLA**"), but shall also include a release to the indoor environment. The term "**Hazardous Substance**" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any Laws. Tenant shall comply with the Governing Documents regarding the storage, use, treatment, disposal and other handling of Hazardous Substances. Tenant hereby agrees to indemnify, defend and hold Landlord Related Parties harmless from and against, but not limited to, any and all orders, claims, demands, fines, penalties, losses, damage (whether to person or property), personal injury, suits, consequential damages, natural resource damages or causes of action arising indirectly or directly in any way out of: (i) breach of Tenant's covenants and agreements contained in this Section; (ii) the presence or Release of any Hazardous Substances on, under or migrating from the Premises or the Property caused by any act or omission of Tenant Related Parties, (iii) Tenant's performance of any response actions or

remediation required by this Section; and (iv) Tenant's offsite disposal of any Hazardous Substances from the Premises and/or the Property. The foregoing indemnification shall survive the expiration or termination of this Lease without limitation.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[Signature and Acknowledgement Pages Follow]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

LANDLORD:


LG Barley Investments, LLC,
 an Ohio limited liability company

By: 
 Print Name: SINH DU
 Its: Manager

STATE OF OHIO)
)
 COUNTY OF FRANKLIN)

**LANDLORD
 ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 2nd day of May, 2019 by Sinh Du, Manager of LG Barley Investments, LLC, an Ohio limited liability company, on behalf of the limited liability company.


 Notary Public for OHIO
 My Commission expires: N/A



Jacob D. Worrel
 Attorney At Law
 Notary Public, State of Ohio
 My commission has no expiration date
 Sec. 147.03 R.C.

TENANT:

East Bridge Academy of Excellence
a(n) Ohio non-profit corporation

By: [Signature]
Print Name: M. Dallin
Its: Board President

STATE OF Ohio)
)
COUNTY OF Franklin)

TENANT
ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 13th day of March, 2019,
by M. Dallin, Board President of East Bridge, a(n) non-profit corp., on behalf of
said Lease.

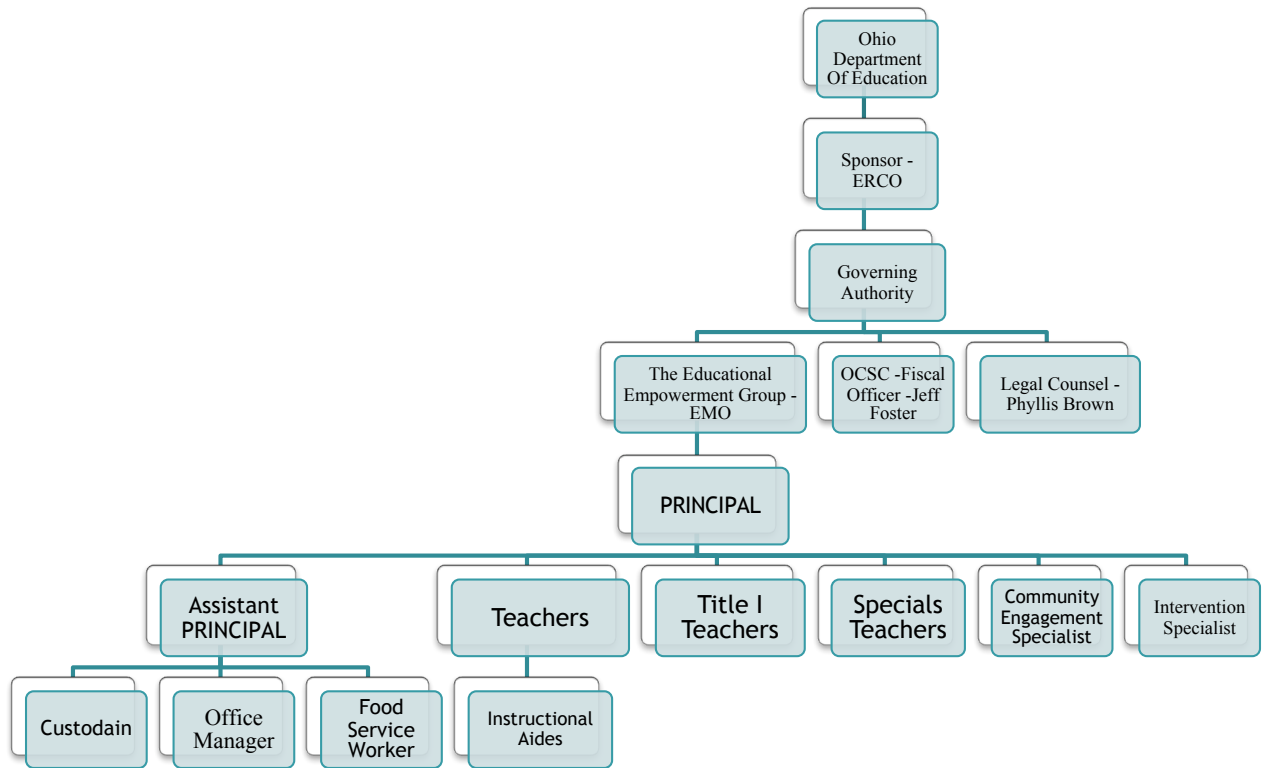
[Signature]
Notary Public for OHIO

My Commission expires: N/A - Attorney

AMY E. GOODSON-BEAL
Attorney at Law
Notary Public, State of Ohio

ATTACHMENT 6

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



**The Educational Empowerment Group
Management Agreement**

(July 1, 2015)

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

RECITALS

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

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

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

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

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

1. Management Services to be provided by The Educational Empowerment Group.

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

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

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

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

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

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

- Responsible for entering all student data and information into the student information system while working in conjunction with the school staff.
- Responsible for submitting all necessary state reports on time and ensure reports for accuracy.
- Responsible for submitting Federal Low Income Count and Economic Status.
- Responsible for submitting Special Education Data.
- Responsible for Reporting of Staff Data.

- Responsible for submitting Course Data.
- Responsible for CRDC reporting as needed.

D. Federal Programs/Comprehensive Continuous Improvement Plan: EEG will provide staff to oversee CCIP.

- Review and Oversee the Decision Framework.
- Train and Oversee the Ohio Improvement Process.
- Complete needs assessment and planning tool while working in conjunction with the school staff.
- Work in conjunction with the school leader and school treasurer to complete the budget and budget revisions as needed.
- Work in conjunction with the school's treasurer on completing project cash requests and final expenditure reports.
- Assist with audits as needed.

E. Public Relations/Student Recruitment. EEG will design, coordinate and manage the public relations strategy for the development of beneficial and harmonious relationships with other organizations, the community and agencies.

- Responsible for recruiting and informing the community about the School. All such recruiting and community education activities shall be reported to the Board in a timely fashion.
- Responsibility for enrolling students into the School in accordance with the rules and procedures established by law, the Ohio Department of Education ("ODE"), and the Board.

F. Financial Management. EEG will assist in providing any information required by the Sponsor, Charter School, Ohio State Department of Education or its auditors.

- Assist in preparation of the budget and financial reports as reasonably requested by the School's designated Fiscal Officer for submission to the Board for approval.

G. Compliance Management.

- Reports and documentation to the Sponsor
- Reports to the Ohio Department of Education
- Policies for the Board
- Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting.
- Provide all information and written reports requested by the Board
- Meet with the Board as reasonably requested by the Board
- Building code compliance

H. Reporting. EEG shall prepare for submission to the Board, the following reports:

- A report on the School's activities and progress of the goals and standards set forth in the Charter between the Board and the Sponsor, which said report shall be submitted no later than 90 days following the close of the academic year.
- All reporting requirements established by the Charter School Law.
- A monthly report setting forth any statistics and other information reasonably requested by the Board or the Sponsor.
- Prior to the beginning of each fiscal year, a proposed and projected annual budget which shall be subject to the approval of the Board.

I. Student Records.

- Provide maintenance of Student Records in accordance with state, local and federal requirements.
- Arrange for student information system.
- Maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations
- Maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations.
- All Student Record information shall remain the property of the School and, to the extent not immediately available to the School. EEG may retain a copy of such records subject to the confidentiality requirements of this agreement and applicable laws.

J. Services to Special Needs Students. EEG shall ensure compliance with applicable laws and regulations concerning services to Special Needs Students.

- Provide the necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

K. Facility/Facility Planning.

- Identify necessary components of and possible ideal locations for the School's Facility.

- When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility.
- Building Code Compliance.
- Negotiate and/or arrange for all agreements for utilities utilized by the School, including without limitation, electricity, oil, gas, telephone, cable, water and waste charges and for all buildings and grounds non-personnel cleaning, maintenance and upkeep.
- Consult on physical facility layout, maintenance and capital improvements.
- Assign to the School Administrative team such EEG personnel as are necessary to carry out the obligations and duties of EEG under this agreement; such assigned EEG personnel shall be permitted to utilize appropriate office space within the School, School personnel for administrative and clerical support, and School facilities, supplies and equipment at no cost to EEG.
- Suggest improvements in the School facility as needed for the School's operations and the health and safety of the School's students.

L. Procurement - Management of Equipment/Furniture/Property

- Research, investigate and evaluate possible manufacturers and equipment that can assist the School to achieve its mission.
- Negotiate and arrange for leases and purchase agreements
- Inventory of Equipment
- Select phone system, furniture, office machines, computers and other equipment procurement.
- Select, negotiate terms of procurement of, and arrange for the delivery of student meals and drinks.
- Procure teaching supplies.

M. Subcontracts.

To fulfill its obligations under this Agreement, EEG may contract with others to provide services or goods to the School, and EEG reserves the right to recommend the subcontracting for any and all aspects of all services it performs for the School under this agreement, including without limitation payroll, fiscal services and/or any technology services.

N. School Superintendent.

EEG shall select the superintendent or educational leaders and establish employment terms.

2. Obligations of the Charter School.

- A. Compliance with Law and Regulation.** The School and the Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable

law and regulation, including meeting any requirements in the Charter, conducting all required Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's Code of Regulations. EEG shall propose and the Board shall adopt reasonable rules, regulations and procedures applicable to the School and EEG shall be required by the School to enforce such rules, regulations and procedures at all times.

B. Other Services. To the extent that the School elects not to contract with EEG for any of the products or services provided for in this Agreement, the School shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter.

C. Insurance. The School shall comply with any insurance provisions as required by the Sponsor and Charter School Law which includes but not limited to General Casualty and Risk Insurance on the School Facility.

3. Term and Termination.

- a. Initial Term. The term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2016 (the "Initial Term").
- b. Renewal. Upon expiration of the Initial Term, this Agreement shall be automatically renewed for 3 additional terms of 3 years, or such other renewal period agreed upon by the Parties in writing and allowed by the applicable law, unless either party provides the other party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".
- c. Termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
 - i. By both Parties if they agree in writing to the termination;
 - ii. By either Party, if the Charter is terminated, or if the Charter School is no longer authorized by the Sponsor as required by applicable Ohio law and regulation and such termination or withdrawal of authorization results in the defunding of the School prior to the close of the Academic Year;
 - iii. Either Party files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.

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

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

- d. **Notice of Termination.** In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than February 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year.
- e. **Obligations on Termination.** In the event this Agreement is terminated by either Party for any reason prior to the end of the Agreement's term:
- In the event that the School or EEG elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay EEG the fees due to EEG pursuant to "Fees" Section herein, then EEG shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the Fees owed to EEG pursuant to "Fee" Section herein, EEG may terminate the Agreement after the expiration of the 14-day period for notice and cure of non-payment.
 - Upon termination of this Agreement for any reason whatsoever, the School shall (i) immediately pay to EEG and/or any of EEG's affiliates any monies owing to such person or entity, and (ii) promptly return to EEG any materials containing the Educational Model, EEG's methods of instruction or operation and, subject to paragraph (b) below, all EEG's real and personal property, the Parties acknowledging that, subject to paragraph (b) below, all such material purchased by EEG with EEG's funds in furtherance of this Agreement shall be property of EEG. EEG shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement.
 - Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to EEG delivered within 30 days of the final date of termination, to (i) have all personal property leases relating to operation of the School assigned to and assumed by the School, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by EEG and used exclusively or

primarily in connection with the operation of the School. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section shall survive any expiration or termination of this Agreement. For purposes of this Agreement, the "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by EEG.

- All School financial records shall be made available to the School's independent auditor.

4. Financial Terms.

Payments. The following shall represent the financial responsibilities between the Parties. The School shall also pay a monthly continuing fee to EEG a base of Twelve Percent (12%) of the School's Qualified Gross Revenues, less the amount of any outstanding Default Costs and Expenses. If EEG and the School are able to increase student enrollment the continuing fee will increase based upon the following scale:

Enrollment = 95 FTE → Continuing Fee = 13%

Enrollment = 115 FTE → Continuing Fee = 14%

Enrollment = 135 FTE → Continuing Fee = 15%

*(At no point will continuing fee increase above 15%)

"Qualified Gross Revenues" shall mean the revenue per student received by the Corporation from the State pursuant to the Ohio Revised Code.

- Any costs required by the Charter not specifically included in this Agreement shall be paid by the School. While EEG will be the hiring agent and employ all school staff, the School will be responsible for paying all associated payroll and staffing cost. Payroll and staffing cost will be billed and payable five (5) days prior to payroll dates.
- As approved by the Board, Parties may agree to have EEG act as its payment agent for various other expenditures not included in the Continuing Fee. EEG will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.
- EEG will invoice the School monthly according to the Continuing Fee. The School shall make all such fee payments to EEG within ten (10) calendar days of the delivery by EEG

to the School of an invoice therefore. EEG may charge interest at lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Ohio law. for any invoices unpaid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by EEG to perform under the terms of this Agreement, or if the School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the School is disputing any charges. The School shall notify EEG of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Ohio. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, EEG shall refund such amount to the School.

- To the extent that any adjustments as a result of a state audit are the result of EEG failure to adequately perform its responsibilities under this Agreement or the Charter, EEG will be required to either: (i) return any required funds to the School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding of the School, reduce the fees invoiced the School by the amount that funding is withheld.
- Survival of Obligations. This Section shall survive any expiration or termination of this Agreement until all payments properly incurred prior to the date of such expiration or termination shall have been paid in full.

5. Proprietary Information

To the extent that materials, documents or ideas were, or are, owned, designed, developed, formulated, written by or created by EEG, the School agrees that EEG shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials provided by EEG, its employees, members, Board of Directors, officers or subcontractors. The School shall have the right to use such materials during the term of this Agreement. To the extent materials, documents or ideas were formulated by, written by or created by EEG, EEG shall have the sole and exclusive right to license such materials for use by other school districts, customers or other persons or entities or to modify and/or sell materials. The School shall treat any proprietary information owned, designed, developed, written, or created by EEG as though it were a trade secret or protected by copyright, and shall use efforts as may be reasonably requested by EEG in writing to refrain from disclosing, publishing, copying, transmitting, modifying altering or utilizing such proprietary

information during the term of this Agreement or at any time after its expiration other than the extent necessary for implementation of this Agreement.

6. Indemnification.

• **Indemnification by EEG of the Board.** To the extent not covered by insurance or not barred by any state legislation, EEG shall defend, indemnify and hold the Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by EEG, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall apply to any successful indemnification claim brought against the School under its indemnity obligations set forth in Charter School Contract. In no event shall this indemnification apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of EEG shall survive the termination of this Agreement. EEG shall have the right, at its own expense, to participate in the defense of any suit, without relieving EEG of any of its obligations hereunder.

• **Indemnification by the School.** To the extent not covered by insurance or not barred by any state legislation, the School shall defend, indemnify and hold EEG and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which EEG and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any EEG officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the School shall survive the termination of this Agreement. The School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the School of any of its obligations hereunder.

- **Indemnification Procedure.** The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party

claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

7. Limitation of Liabilities.

- In no event will the School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of EEG, its directors, officers, employees, or agents.
- In no event will EEG and their respective employees or agents be responsible or liable for the debts, acts or omissions of the School, its directors, officers, employees, or agents.
- **Charter School Insurance.** The School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the School may elect to maintain additional coverage. EEG shall be included as an "additional insured" as to any such coverage. The School will also maintain and keep in force Director and Officer's Insurance in the amount required by the Sponsor or by the Charter, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.
- **Liability Insurance.** Liability insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the Charter School.

8. Notices.

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School: Gateway Academy of Ohio
2323 Lake Club Drive
Columbus, Oh 43232

CC: Amy E. Goodson, Esq.
288 S. Munroe Road
Tallmadge, OH 44278

If to EEG: The Educational Empowerment Group, LLC.
Attention: Officers
10109 Trew Terrace

9. Miscellaneous.

- Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either Party only with the prior written consent of the other, which consent shall not be unreasonably withheld; provided that a change in control of EEG or its managing member, notice of which shall be provided by EEG to the Board, shall not be deemed a violation of this Agreement.
- Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
- Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
- No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

- Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
- Governing Law. This Agreement shall be governed and controlled by the laws of the State of Ohio. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Ohio, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.
- 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance from the IRS that the Charter School is a tax exempt organization under Internal Revenue Code Section 501(c)(3).
- Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.
- Compliance with laws, policies, procedures, and rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.
- Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.
- Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or

enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

- Status and Relationship of the Parties. EEG is a limited liability company organized under the laws of in Ohio, and is not a division or a part of the School. The School is a Ohio not-for-profit education corporation authorized by the Charter School Law and is not a division or part of EEG. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of EEG shall be deemed to be an agent or employee of the School. EEG shall be solely responsible for its acts and the acts of its agents, employees and subcontractors and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between EEG and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement executed by EEG and the School.
- Additional Programs. The EEG shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to with the Board. The Board and EEG may decide that EEG may provide additional programs which are not inconsistent with the Contract or state or federal law. Payment for such programs or services shall be negotiated by the Parties separate and apart from this Agreement.

(Signature Page to Follow)

R. Roy
11/24/15
at
11/24/15

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

Gateway Academy of Ohio

**The Educational Empowerment Group,
LLC.**

By: Kimberly Thomas
Title: Board President
Date: 7/1/15

By: R. Roy
Title: CEO
Date: 7/1/15

ATTACHMENT 7

PROTOCOL FOR RENEWAL CONSIDERATIONS

Pursuant to Ohio Revised Code 3314.07, the Board of ERCO may choose to renew or to not renew a contract at its expiration with a sponsored school. This policy establishes the reasons for which the Board may renew or not renew a sponsored schools contract and explains the procedures to be followed if non-renewal occurs. In the event of any conflict, ambiguity or discrepancy between the provisions of this policy and the Sponsorship Agreement, the provisions of the Sponsorship Agreement shall prevail.

General Considerations

The Board may take into account many factors when it contemplates a renewal of a community school contract. Among other factors, the Board considers academic performance and financial viability; governance functionality, student progress, compliance with state and federal laws, the performance of the home district and surrounding community schools where the students may attend, and other management and operational indicators.

Criteria for Renewal

Pursuant to Ohio law, the Board may not renew a Sponsorship Agreement during the contract term when there is clear evidence of one (1) or more of the following:

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

Based on quality practices, the Board includes within the criteria for non-renewal the following:

1. Clear evidence of unacceptable academic performance;
2. Financial mismanagement;
3. Violations of law; and/or
4. Violation of terms of the Sponsorship Agreement.

Evidence supporting renewal or non-renewal includes, but is not limited to, academic performance measures from the Sponsorship Agreement, the community school's report card issued by the State of Ohio, financial audits, site visit reports, compliance reports, opinion of legal counsel, status reports on corrective action plans or other required interventions, documentation required by the Sponsorship Agreement, or other evidence demonstrating performance no non-performance of the School over the term of the Agreement or the three most recent years' of operation.