

MODIFICATION NO. 5
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND

Horizon Science Academy – Columbus High School (“Governing Authority” OR “School”)

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

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

NOW THEREFORE, the parties modify the Contract as follows:

1. Article II, Section 2.1. At the end, add the following new sentences:

“All Governing Authority members must provide copies of clean BCI and FBI criminal background checks and signed Conflict of Interest Disclosure Forms to the Sponsor before the effective date of the member’s term. All BCI and FBI criminal background checks must be repeated at least 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. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.”

2. Article II, Section 2.2.

- a. Replace the first sentence with the following new sentence: “Existing Governing Authority members are required to attend board training, which must include training on public records and open meetings laws, for a minimum of two (2) hours on an annual basis to remain current in their responsibilities and obligations.”
- b. Replace the fourth and fifth sentences with the following new sentence: “The Governing Authority must hold a minimum of six (6) regular meetings bi-monthly per year.”

3. Article II, Section 2.4. Replace the sixth bullet with the following new requirement: “Maintenance of attendance and participation records in accordance with current FTE manuals or guidance, in consultation with the Ohio Department of Education, the Auditor of State, and the Area Coordinator.”

4. Remove Article III, Section 3.4 and leave intentionally blank.

5. Article III, Section 3.7. Replace “parent involvement policy” with “parent and foster caregiver involvement policy.”

6. Article IV, Section 4.1.

- a. In the first sentence, add new sections 3301.0729, 3313.5310, and 3313.668 in the appropriate numerical order.

- b. At the end, add the following new paragraph: “The School shall comply with R.C. 3313.6021 and 3313.6023 as if it were a district, unless it is either an internet- or computer-based school or a school in which a majority of the enrolled students are children with disabilities as described in R.C. 3314.35(A)(4)(b).”
7. **Article V, Section 5.2.** At the beginning, add the following new sentence: “The Governing Authority shall not enter into a lease with the operator of the School, if any, for any parcel of real property until an independent professional in the real estate field verifies via addendum (“operator addendum”) that the lease is commercially reasonable at the time of signing.”
8. **Article VI, Section 6.3.** Remove “expulsion” from the authorized educational opportunities described in the first sentence of the second paragraph.
9. **Article VI, Section 6.8** shall be replaced in its entirety with the following new paragraph:
- “Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and shall make such plan available for review by Sponsor.”
10. **Article VI, Section 6.12, subsection (b).** At the end of the penultimate sentence, add the following: “and to children of full-time staff members employed by the School, provided the total number of student receiving this preference is less than five percent (5%) of the School’s total enrollment.”
11. **Article VII, Section 7.2.** Add the following new subsection as subsection (k):
- “a comprehensive plan for the School, and any updates to such plan, which shall specify:
- i. the process by which the Governing Authority will be selected in the future;
 - ii. the management and administration of the School;
 - iii. the instructional program and educational philosophy of the School; and
 - iv. internal financial controls.”
12. **Article VIII, Section 8.1.** In the fourth sentence, replace “by the No Child Left Behind Act” with “by law.”
13. **Article IX, Section 9.2.**
- a. Replace the name of the School’s Treasurer with “**Begmurad Nepesov.**”
 - b. Replace the last sentence with the following new sentences:

“Should the School be declared unauditale under R.C. 3314.51, the Governing Authority shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s). The School agrees that the fiscal services agreement will state that the Fiscal Officer is primarily responsible for all closing procedures if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close, and must authorize that the Fiscal Officer and/or Fiscal Officer’s agreement remain fully authorized to proceed to close the School. If the School closes or is permanently closed, the Fiscal Officer shall deliver all financial and enrollment records to the

Sponsor within thirty days of the School's closure. If the Fiscal Officer fails to provide the records in a timely manner, or fails to faithfully perform any of the Fiscal Officer's other duties, the Sponsor has the right to take action against the Fiscal Officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of any funds owed as a result of any finding of recovery by the Auditor of State against the Fiscal Officer.”

14. Article IX, Section 9.7. Replace the first two paragraphs with the following new paragraph:

“For and in consideration of the oversight fee, the Sponsor shall provide the monitoring, oversight, and technical assistance required by law. At the inception of the Contract, the oversight fee was set at two percent (2%) of the total amount of payments for operating expenses received by the School from the State of Ohio (but only up to three percent (3%) of such funds unless otherwise allowed by law). Effective July 1, 2017, this oversight fee automatically increases to two and one half percent (2.5%) of such funds. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The Sponsor reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than one half percent (0.5%) each increase, at any rolling 18-month interval during the term of this Contract, to take effect at the beginning of the following school year, provided the total oversight fee shall never exceed statutory limits.”

15. Article XI, Section 11.7, subsection (a).

- a. Replace the first paragraph in its entirety with the following new paragraph: “Upon the expiration of this Contract, the Sponsor may, with the agreement of the School and in accordance with R.C. 3314.03(E), renew the Contract for a period of time to be determined by the Sponsor, but not ending earlier than the end of any school year. Corrective action may be required at the discretion of the Sponsor. Prior to its determination, the Sponsor shall conduct a high stakes review or evaluation and provide the School with a cumulative report on its findings and on the School’s performance over the contract term. The School shall timely submit an Application for Renewal to provide additional information or evidence regarding its performance and to respond to the Sponsor’s findings, if needed.”

- b. After the third paragraph, add the following new paragraph:

“Renewal decisions are based upon an analysis of the following:

- i. the School’s progress in meeting the educational program listed in Attachment 6.3;
- ii. the School’s progress in meeting the Academic Goals listed in Attachment 11.6;
- iii. the School’s progress in meeting the Non-Academic Goals listed in Attachment 11.6;
- iv. the School’s progress or performance on actions required by corrective action plans or other interventions, if any;
- v. the degree to which the School is compliant with the terms of this Contract;
- vi. the School’s fiscal viability and financial audits;
- vii. the School’s organizational viability; and
- viii. other good cause.”

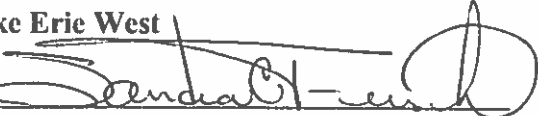
16. **Attachment 6.13** shall be replaced in its entirety with the attached.

17. **Attachment 9.3** shall be replaced in its entirety with the attached.

18. **Attachment 9.4** shall be replaced in its entirety with the attached.

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

**Educational Service Center of
Lake Erie West**

By: 

(Signature)

Its: Superintendent

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

Date: 10-04-2017

**Governing Authority of Horizon Science
Academy – Columbus High School**

By: 

(Signature)

Its: President

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

Date: 9/20/2017

ATTACHMENT 6.13

ATTENDANCE POLICIES

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including automatic withdrawal procedures for when a student misses 105 consecutive hours

NOTE: The School's attendance and participation records shall be made available, upon request, to the Ohio Department of Education, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), section 3319.321, and any applicable rule or regulations thereto.

Attachment 6.13

S01-Attendance / Truancy / Withdrawal

The State Law requires all students enrolled at the School to attend school regularly in accordance with the laws of the State. The School will:

- keep accurate attendance records of excused and unexcused absences,
- require a parent/doctor's note from a student returning from an absence and follow through appropriately if the student does not have one,
- incorporate daily participation as part of the teaching/learning process for each grading period, and require accountability from students to complete work they missed while absent including homework, projects, quizzes, tests and other assignments.

Excused Absences

Under State's "Missing Child Law", parents or guardians must notify the school by the morning of any school day their child is not attending. The excuse shall be submitted to the attendance office and filed as part of the student's school record. An excuse for absence from school may be approved for one (1) or more of the following reasons or conditions:

- Personal physical illness such as to prevent attendance at School.
- Personal mental illness such that the student will not benefit from instruction.
- Illness in the family if student is age fourteen or older.
- Quarantine of the home.
- Death in the family.
- Observance of religious holidays.
- Court subpoena.
- Necessary work at home due to absence of parents/ guardians.
- Instruction at home from a person qualified to teach the branches of education in which instruction is required.
- An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.
- Any school approved enrichment activity

Unexcused Absences

An unexcused absence does become part of a student's school record. An absence will be marked as an unexcused absence if you:

- fail to bring a written note within two school days following an absence
- leave school without signing out of school at the office
- are absent from class without permission -including walking out of class
- are absent from school without parental permission
- get a pass to go to a certain place but do not report there
- are absent for reasons not acceptable to the administration and/or
- are absent for transportation, weather, personal issues and non-medical appointments

Truancy

- Should a student reach a number of 30 hours of unexcused absences, the School will send a warning letter to the parent.

- If a student reaches 60 hours of unexcused absences, the School will send a letter to the parent requesting a conference with the administration.

Notice of Excessive Absence

In the event a student is absent, with or without legitimate excuse, for 38 or more hours in one school month, or 65 or more hours in a school year, the School shall notify the child's parent, guardian, or custodian of the child's absences, in writing, within 7 days after the date after the absence that triggered the notice requirement.

Habitual Truancy

“Habitual truants,” are defined as students that are absent without legitimate excuse for 30 or more consecutive hours, 42 or more hours in one school month, or 72 or more hours in a school year. In the event a student meets the threshold for habitual truancy, the School must take the following steps:

1. The Superintendent/Principal must establish an Absence Intervention Team (hereafter referred to as the “Team”).
 - A. The Team must be selected within 7 school days of the student reaching the habitual truancy threshold
 - B. The Team must include:
 - i. The student’s parent or parent’s designee, guardian, custodian, guardian ad litem or temporary custodian (collectively referred to hereafter as “Parent”);
 - ii. One representative from the school; and
 - iii. One representative from the school that knows the student.
 - C. The Team may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.
 - D. Within 7 school days of the student reaching the habitual truancy threshold, the Superintendent/Principal shall make at least 3 meaningful, good faith attempts to secure the Parent’s participation on the Absence Intervention Team.
 - i. If the Parent responds but is unable to participate, the Superintendent/Principal shall inform them of their right to appoint a designee.
 - ii. If the Parent does not respond within 7 school days the School shall do both of the following:
 - a. Investigate whether the failure to respond triggers mandatory reporting to the county children services agency pursuant to ORC 2151.421; and

- b. Instruct the Team to develop an Intervention Plan notwithstanding the Parent's absence
2. The Superintendent must assign student to the Absence Intervention Team within 10 days of becoming habitually truant.
3. The Team must develop an intervention plan for the student within 14 school days after the student is assigned. The plan is to be aimed at reducing or eliminating further absences. The plan shall be based on the individual needs of the student, but shall state that the School shall file a complaint not later than 61 days after the date the plan was implemented, if the student has refused to participate in, or failed to make satisfactory progress on the intervention plan or an alternative to adjudication for being an unruly child.
4. Within 7 days after the development of the plan, the School shall make reasonable efforts to provide the student's Parent with written notice of the plan.
5. In the event the student becomes habitually truant within 21 school days prior to the last day of instruction of the school year, the School may, in its discretion, either:
 - a. assign a School official to work with the student's Parent to develop an absence intervention plan during the summer. If the School selects this method, the plan shall be implemented not later than 7 days prior to the first day of instruction of the next school year; or
 - b. reconvene the absence intervention process upon the first day of instruction of the next school year.

Intervention Strategies

If the School has a chronic absenteeism percentage that is less than 5%, as displayed on the School's most recent local report card, it shall be exempt from the requirement to assign habitually truant students to an absence intervention team for the following school year and shall instead take any appropriate action as an intervention strategy. In the event that the intervention strategies fail, within 61 days after their implementation, the School shall file a complaint, provided (a) the school has made meaningful attempts to re-engage the student through the intervention strategies, and any offered alternatives to adjudication; and (b) the student has refused to participate in or failed to make satisfactory progress on any offered intervention strategies or alternative to adjudication.

The School's intervention strategies may include any of the following:

- (1) Providing a truancy intervention plan for any student who absent, with or without legitimate excuse, for 38 or more hours in one school month, or 65 or more hours in a school year;
- (2) Providing counseling for an habitual truant;
- (3) Requesting or requiring a Parent to attend parental involvement programs;
- (4) Requesting or requiring a parent, guardian, or other person having care of an habitual truant to attend truancy prevention mediation programs;

- (5) Notification of the registrar of motor vehicles;
- (6) Taking necessary or required legal actions.

Withdrawal

Any student that without a legitimate excuse fails to attend one hundred and five (105) consecutive hours will be automatically withdrawn from the school.

If a student occasionally comes, misses a lot of days and is still enrolled at the school, the “Truancy” process needs to be followed.

Make-up Work for Excused Absences

An absence from school, even for several days, does not excuse you from responsibilities in the classroom on the day you return. If you have an excused absence, you will be given the same number of days that you were absent to make up missed work. To be eligible for make-up work, you must show each teacher the “excused absence slip.” On the day you return to school, it is **your responsibility** to find out what work is required and when the work needs to be completed.

If you are absent for school-related reasons or for an anticipated or planned absence, make arrangements with your teacher(s) for assignments prior to your absence. For students with excused absences, make-up tests will be scheduled at a time designated by the teacher. It is the **students' responsibility** to ask for the test and take the test at that time. If you fail to do this, the teacher is not obligated to set another time for the makeup. If you fail to make up a test without making other arrangements, the teacher may decide not to give you the test. Make-up work is to be picked up by the parent/guardian or family member **ONLY**. We will **NOT** allow make-up work to be sent home with other students unless they are siblings in the same household.

Make-up Work for Unexcused Absences

If you have an unexcused absence, your grade(s) in a class or classes will be affected in one of these ways.

- You may not make up work following an unexcused absence.
- Unexcused absences may result in an "F" or "zero" for the day in each class missed.
- Teachers are not obligated to allow you to make up quizzes or tests.

Daily Attendance Procedures.

1. Every teacher with a second period class is responsible for providing the office with attendance. Attendance is to be input directly into the student information system before 10:00am. A hard copy will no longer be provided.
2. The designated school employee will then investigate each absence unreported by a parent. Each student's home phone number and/or parental cell number must be called by school reach, auto phone call software. A note of the result of each phone call must be reported on the Daily Attendance Log in the Student Information System.
3. The designated school employee inputs into the database daily attendance for each student.
4. Copies of Daily Attendance sheets are available to staff and administration on request.
5. When a student has reached 30 hours of unexcused absences a letter of warning is mailed home to the parent.
6. If a student has reached 60 hours of unexcused absences a letter requesting a parent meeting is sent via certified mail to the parent. If a temporary illness is preventing the student from regular attendance home instruction will be suggested.
7. If a student reaches the required number of hours to be an Habitual Truant the procedures set forth above must be followed.
8. A student that has been absent without excuse for more than 10% of the required attendance days and has failed two or more required subject areas shall result in the student failing the grade.

Documenting Attendance for Non-Classroom Based Learning Opportunities

Any student's instruction time in non-classroom-based learning opportunities shall be certified by an employee of the community school. The School will use a Non-Classroom, Non-Computer Based Log for purposes of documenting non-classroom based learning opportunity attendance. The documentation will be separated between Computer Based Learning Opportunities and Non-Computer, Non-Classroom Based Learning Opportunities and shall include the following elements:

- i. Student Name and SSID
- ii. Brief Description of learning opportunities
- iii. Dates and times of actual learning opportunities
- iv. Total of verified learning opportunities time
- v. Signature of teacher verifying the reported learning opportunities

ATTACHMENT 9.3 FISCAL LICENSURE

1. Treasurer's License

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

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

BEGMURAD NEPESOV

THIS LICENSE AWARDED TO

OH3013725

EDUCATOR STATE ID

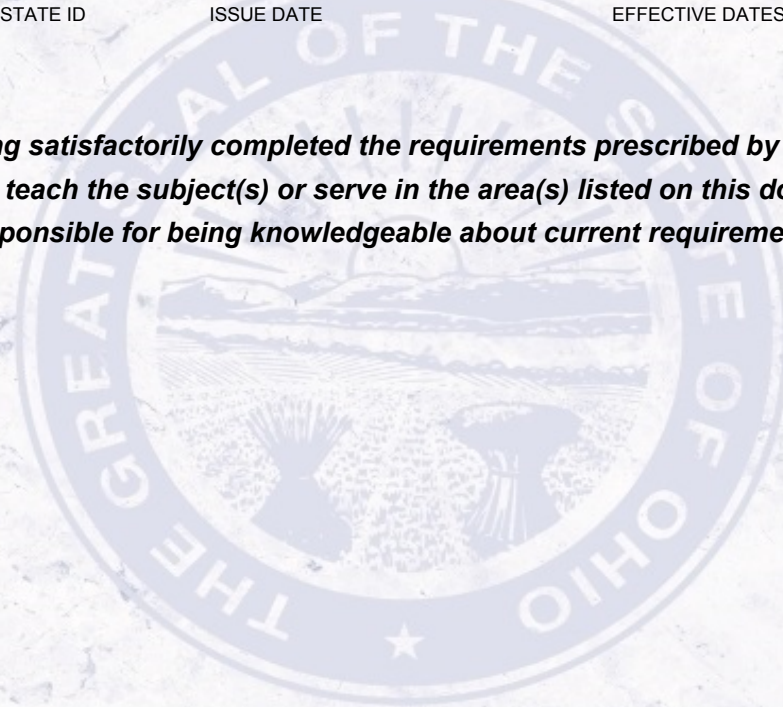
04/21/2017

ISSUE DATE

07/01/2017 to 06/30/2022

EFFECTIVE DATES

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



Paolo DeMaria

Superintendent of Public Instruction

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

Credential # 21383004

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.

ATTACHMENT 9.4

FISCAL BOND

1. Treasurer's Bond

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

Illinois

Executed in Duplicate



Western Surety Company

GENERAL OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 71925357

That we, Begmyrat Nepesov, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Illinois, as
Surety, are held and firmly bound unto the people of the State of Illinois, in the penal sum of
One Hundred Thousand and 00/100 DOLLARS (\$100,000.00),

current money of the United States, for the payment of which, well and truly to be made, we do bind ourselves
and our legal representatives, jointly and severally, firmly by these presents.

Signed and sealed this 28th day of June, 2017.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal has been duly

☐ elected ☒ appointed Treasurer in and for the
Concept Schools, Inc. in the County of Cook.

NOW, THEREFORE, If the said Principal shall justly and fairly account for and pay over all moneys that
may come into his hands, by virtue of his said office, and shall well and truly perform all and every act and
duty enjoined upon him by the laws of this State, to the best of his skill and ability, then this obligation to be
void, otherwise to remain in full force and virtue.

Signed, Sealed and Delivered in Presence of

Effective Date: July 1, 2017

Expiration Date: July 1, 2018

Principal

WESTERN SURETY COMPANY

By

Paul T. Bruflat, Vice President

OATH OF OFFICE

State of Illinois

County of _____

SS

I do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of School Treasurer in and for the Begmurat Nepesov in said County, according to the best of my ability.

Principal

Taken and subscribed before me this _____ day of _____, _____.

My commission expires

ACKNOWLEDGMENT OF PRINCIPAL

State of Illinois

County of _____

SS

MUSTAFA SARI
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 21, 2019

MUSTA
Official
Notary Public - St.
My Commission Expires

I, MUSTAFA SARI, hereby certify that BEGMURAT NEPESOV, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Principal, appeared before me this day and personally acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the use and purposes therein set forth.

Given under my hand and seal this 12th day of July, 2017.

My commission expires

Dec 21, 2019

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

SS

On this 28th day of June, 2017, before me, a notary public, personally appeared Paul T. Bruflat, Vice President, and who was first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth, and declared that the statements therein contained are true.



M. Bent

Notary Public, Minnehaha County, South Dakota

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer Concept Schools, Inc.

bond with bond number 71925357

for Begmyrat Nepesov

as Principal in the penalty amount not to exceed: \$100,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 28th day of June,
2017.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 28th day of June, 2017, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires March 2, 2020

M. Bent

Notary Public





Executed in Duplicate

Western Surety Company

R I D E R

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

Four (4) additional locations have been added to the coverage of the bond at:
Horizon Science Academy Columbus High
Horizon Science Academy Columbus Middle
Horizon Science Academy Columbus Elementary
Noble Academy Columbus

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate penal sum of One Hundred Thousand and no/100 Dollars (\$100,000.00), regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 1st day of July, 2017, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 71925357
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to
Begmyrat Nepesov

Signed this 28th day of June, 2017.

WESTERN SURETY COMPANY

By Paul T. Brufat
Paul T. Brufat, Vice President



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One TREASURER CONCEPT SCHOOLS, INC.

bond with bond number 71925357

for BEGMYRAT NEPESOV

as Principal in the penalty amount not to exceed: \$100,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 28th day of June,
2017.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

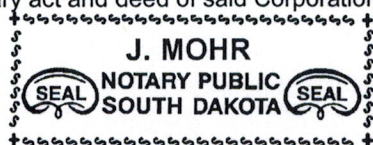
By

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 28th day of June, 2017, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

