

**MODIFICATION
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
North Central Ohio Educational Service Center (“Sponsor” or “NCOESC”)
AND
R&SA (d/b/a Rise and Shine Academy) (“Governing Authority” or “School”)**

WHEREAS, the NCOESC and the Governing Authority entered into an amended and restated Community School Contract (“Contract”) effective on July 1, 2018; and

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

NOW THEREFORE, the parties modify the Contract as follows:

1. Article IV, Section 4.1.

- a. In the first sentence of subsection 4.1.1 insert the following statutory citations in correct numerical order: “3302.037,” “3313.6026,” “3319.238,” “3319.318,” “3319.393,” and “3323.251.”
- b. In the first sentence of the subsection insert as a new explanatory clause “(unless the School is an internet- or computer-based community school that does not qualify for a dropout prevention and recovery report card, in which case the School must comply with 3314.261)” after “3321.191.”
- c. The rest of subsection 4.1.1 remains as originally written in the Contract.

- 2. Article VI, Section 6.4.** At the end of the section, insert the following sentence as a new paragraph “Notwithstanding anything to the contrary in this section, parents of students who enter ninth grade for the first time in the 2022-2023 school year may elect not to have a nationally standardized assessment administered to that student.” The rest of section 6.4 remains as originally written.

- 3. Article VI, Section 6.11.** Insert the phrase “the requirements prescribed in R.C. 3313.6027 and” in the fifth sentence after the phrase “shall be met by completing.” The rest of section 6.11 remains as originally written in the Contract.

- 4. Article VI, Section 6.13.** Insert the following paragraph as subsection 6.13.1:

If the School operates a an internet- or computer-based community school that does not qualify as a dropout prevention and recovery school, the School shall adopt an attendance policy in accordance with R.C. 3314.261, which shall detail: (1) the classroom-based and nonclassroom-based “instructional activities” that a student is expected to complete, participate in, or attend during the school day; and (2) certain consequences, including disenrollment from

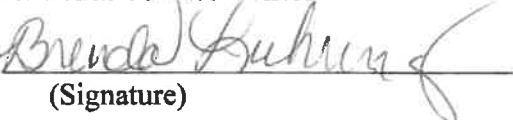
the School, if a student fails to participate in instructional activities.

The rest of section 6.13 remains as originally written in the Contract.

5. **Article XI, Section 11.5.** Replace the first sentence of the section in its entirety with "This Contract shall commence on July 1, 2018 and end of June 30, 2025." The rest of section 11.5 remains as originally written in the Contract.
6. **Attachment 3.5.3** shall be replaced in its entirety with the attached.
7. **Attachment 11.6** 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.

**North Central Ohio
Educational Service Center**

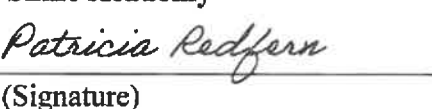
By: 
(Signature)

Its: Superintendent

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

Date: 2/15/2022

**Governing Authority of
Rise & Shine Academy**

By: 
(Signature)

Its: President

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

Date: 03/22/22