

**MODIFICATION
TO SUCCESSOR COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
North Central Ohio Educational Service Center ("Sponsor" or "NCOESC")
AND
Academy of Educational Excellence ("Governing Authority" or "School")**

WHEREAS, the NCOESC and the Governing Authority entered into an Successor Community School Contract ("Contract") effective on July 1, 2019; and

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

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article I, Section 1.2.**
 - a. In the first sentence of the section add "if established prior to April 8, 2003, or a public benefit corporation under R.C. Chapter 1702. if established after April 8, 2003."
 - b. In the second and third sentences of the section remove "as a non-profit corporation. The School" and replace with the word "and."
 - c. The rest of the section remains as originally written in the Contract.
2. **Article I, Section 1.3.** Replace the section in its entirety with the following new section

Corporate Documents. Attached as Article II are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number (EIN), Code of Regulations, IRS Determination Letter (if any), mission statement, and organizational chart of the School. Any changes or updates in any of these documents must be reported in writing to the Sponsor within five (5) business dates of the effective date of such changes, along with a copy of all documentation and filings.
3. **Article I, Section 1.5.** At the end of the section insert the following new sentence "Notwithstanding anything herein or required by law regarding the Sponsor's obligations to provide oversight, monitoring, and technical assistance, the School is responsible for its educational programming, staffing, budgeting and finances, and operations." The rest of the section remains as originally written in the Contract.
4. **Article II, Section 2.1.**
 - a. In subsection 2.1.5 insert the phrase "or (5) is otherwise prohibited from serving on the Board pursuant to R.C. Chapter 3314" at the end of the subsection.

- b. In subsection 2.1.6 insert the following new sentence at the end of the subsection "The School shall obtain written consent from each member to give a copy of the criminal records check results to the Sponsor."
- c. The rest of the section remains as originally written in the Contract.

5. Article II, Section 2.2. Insert the following as a new subsection 2.2.3

The Sponsor may provide technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems reasonably appropriate or as the then current law requires. The Governing Authority and the School's administrators have an obligation to attend training and receive technical assistance at the direction of the Sponsor.

- 6. Article II, Section 2.3.** In subsection 2.3.3, division (b) remove the phrase "and names," and at the end of the subsection insert "and the reason for withdrawal." The rest of the section remains as originally written in the Contract.

7. Article III, Section 3.1.

- a. At the end of subsection (b) insert the phrase "consistent with the established Performance and Accountability Framework." The rest of the subsection remains as originally written in the Contract.
- b. At the end of subsection (c) insert the word "laws." The rest of the subsection remains as originally written in the Contract.
- c. In subsection (f), after the word "activities" insert the phrase "including professional development and training." The rest of the subsection remains as originally written in the Contract.
- d. In subsection (j) remove the phrase "and employee of the School" and replace with "an employee of the School with responsibilities for fiscal operations or authority to expend money on behalf of the school." The rest of the subsection remains as originally written.
- e. The rest of the section remains as originally written in the Contract.

- 8. Article III, Section 3.2.** In the first sentence of the section insert the phrase "and that the Sponsor has a legitimate educational interest" after the word "authority." The rest of the section remains as originally written in the Contract.

9. Article III, Section 3.5.

- a. In subsection (b) insert the word "business" before the word "days."

- b. In subsection (b) insert the phrase “in the School’s first year of operation or in a new facility, or any other year as required by the Sponsor” after the word “school.”
 - c. In subsection (d) remove the phrase “as determined necessary by the Sponsor” and replace with “, as aligned with the Performance and Accountability Framework, which shall occur prior to renewal or at least once every five (5) years.”
 - d. The rest of the section remains as originally written in the Contract.
- 10. Article III, Section 3.7.** In the first sentence of the section insert “and/or Ohio’s accountability systems” after the word “law.” The rest of the section remains as originally written in the Contract.
- 11. Article IV, Section 4.5.** Insert the following new sentences at the end of the section “The Chief Administrative Officer shall undergo a BCI and FBI criminal records check as required by law prior to starting in her or her position. The Chief Administrative Officer shall provide written consent to allow a copy of the criminal records check to be provided to the Sponsor.” The rest of the section remains as originally written in the Contract.
- 12. Article IV, Section 4.6.** Remove the third sentences in its entirety from the section. The rest of the section remains as originally written in the Contract.
- 13. Article IV, Section 4.7.** At the end of the section insert the following as a new paragraph as subsection 4.7.3

If the School operates as an internet- or computer-based community school, the School shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. All necessary filtering devices or software shall be provided to students at no cost to the student. The Sponsor will provide a representative within fifty (50) miles of the internet- or computer-based school’s central base of operations to provide monitoring and technical assistance. Attachment 6.3 shall detail the filtering devices and procedures used by the School to visit with students.

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

- 14. Article IV, Section 4.12.** In the second sentence of the section, remove “and 3313.662” and replace with “,3313.662, and 3313.668.” The rest of the section remains as originally written in the Contract.

15. Article IV, Section 4.14.

- a. In subsection (a) insert the following new sentence at the end of the subsection "The School shall not discriminate in its admissions on the basis of race, color, creed, religion, national origin, disability, intellectual ability, athletic ability, or measure of achievement or aptitude.
- b. In subsection (c) remove "332101(A)(2)" and replace with "3321.01(A)(2)."
- c. The rest of the section remains as originally written in the Contract.

16. Article V, Section 5.1.

- a. In the first sentence of subsection 5.1.1 insert the following statutory citations in correct numerical order "3313.6024," "3313.6025," "3313.669," "3313.6610," "3313.818," "3319.077," "3319.078," "3320.01," "3320.02," "3320.03," "3321.141," "3323.251," and "5202.262."
- b. In the first sentence of subsection 5.1.1 remove the statutory citations to "3313.536" and "3319.074."
- c. In the first sentence of subsection 5.1.1 remove "33137112" and replace with "3313.7112."
- d. In the first sentence of subsection 5.1.1 insert the explanatory phrase "(except if the School is a non-dropout prevention and recovery internet- or computer-based community school)" after the statutory citation "3321.191."
- e. In the first sentence of subsection 5.1.2 insert "2921.43 and 2921.44" after "2921.42."
- f. In the first sentence of subsection 5.1.4 remove "R.C. 3313.614, and with R.C. 3313.61 and 3313.611" and replace with "R.C. 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114."
- g. The rest of the section remains as originally written in the Contract.

17. Article V, Section 5.2. In the first sentence of the section remove "Federal law, Ohio law" and replace with "federal, state, or local laws, rules, or orders." The rest of the section remains as originally written in the Contract.

18. Article VI, Section 6.2. Insert as a new paragraph at the end of the section "The School recognizes the authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)." The rest of the section remains as originally written in the Contract.

19. Article VII, Section 7.2. In the second sentence of the section insert “or forty (40) hours” before the phrase “per week.” The rest of the section remains as originally written in the Contract.

20. Article VIII, Section 8.1. Replace the entire section with the following new paragraph

The School’s financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State. The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2). Audits shall be conducted in accordance with R.C. 117.10. Within five (5) business days of receiving notification from the Auditor, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meetings with the Auditor. The Sponsor shall maintain a presence at all meetings with the Auditor of State, though the Sponsor may elect to do so through its representatives and/or via electronic means, unless such meeting presence or meeting is waived by the Auditor of State’s office. If the Governing Authority contracts with an entity specializing in audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.

21. Article VIII, Section 8.2.

- a. In subsection 8.2.1 insert the following phrase at the end of the second sentence “and a copy of that individual’s criminal records check and resume shall be provided to the Sponsor.”
- b. In subsection 8.2.5 insert the following new paragraphs at the end of the subsection

In lieu of a surety bond, the School may adopt a policy permitting its Fiscal Officer to obtain insurance coverage through an “employee dishonesty and faithful performance of duty policy” issued by a joint self-insured pool. Insurance coverage must for no less than twenty-five thousand dollars (\$25,000), and both the School and Sponsor shall be listed as additional insured parties. Coverage must be in place prior to the start of the Fiscal Officer’s term of office. The Fiscal Officer must notify the Governing Authority in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and the School shall provide evidence of coverage as Attachment 9.4. The School must provide notice of lapse of any such coverage to Sponsor within five

(5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.

Cancellation of the bond or cancellation or lapse in insurance coverage maybe grounds for suspension or termination of the School.

- c. In subsection 8.2.6 remove “or terminated” and replace with “terminated, or closed by operation of law.”
 - d. In subsection 8.2.6 insert as a new sentence at the end of the subsection “The fiscal officer shall also be required to deliver all financial and enrollment records to the Sponsor within thirty (30) days of permanent closure of the School.”
 - e. The rest of the section remains as originally written in the Contract.
- 22. Article IX, Section 9.2.** Insert the following new sentence as subsection (e) “Any audit finding based on failure of the School to accurately report enrollment, attendance, and participation in learning opportunities or inaccurate EMIS submissions.” The rest of the section remains as originally written in the Contract.
- 23. Article IX, Section 9.5.** In subsection (d) insert the following phrase “or other applicable law, and School shall indemnify and hold harmless the Sponsor from all such actions” at the end of the subsection. The rest of the section remains as originally written in the Contract.
- 24. Article IX, Section 9.8.** Insert the following new paragraph at the beginning of subsection 9.8.1

Upon the expiration of this Contract, the Sponsor may 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. Prior to its determination, the Sponsor shall conduct a high stakes review 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 shall respond to the Sponsor’s findings or concerns, if any.

The rest of the subsection remains as originally written in the Contract.

25. Article IX, Section 9.9.

- a. Remove the phrase "Renewal of Contract" from the section header and replace with the phrase "Performance and Accountability Framework."
- b. Insert the following new paragraph at the start of the section

Attachment V sets forth in detail (a) the performance and accountability framework, and (b) the measurable and attainable goals upon which the School shall be evaluated by Sponsor. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017, by which the success of the School will be evaluated by the Sponsor. These performance measurement criteria supplement, but do not replace, alter, or limit Sponsor's statutory rights and responsibilities, including but not limited to those of nonrenewal, probation, suspension, or termination of the Contract, and the Sponsor-specific criteria outlined in Attachment V.

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

26. Article IX, Section 9.11. Insert the following new sentence at the end of the section

If the Sponsor suspends the operation of the School pursuant to R.C. 3314.072, this Contract shall become void if the Governing Authority fails to provide a proposal to remedy the conditions cited by the Sponsor as reasons for the suspension, to the satisfaction of the Sponsor, by September 30 of the school year immediately following the school year in which the operation of school was suspended.

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

27. Article IX, Section 9.12. In the last sentence of subsection 9.12.5 insert the phrase "for failure to meet student performance requirements in the Contract or for failure to meet generally accepted standards for fiscal management" after the word "terminated." The rest of the section remains as originally written in the Contract.

28. Article IX, Section 9.14.

- a. In subsection 9.14.2 replace the subsection in its entirety with the following sentence "The School's assets shall be distributed in accordance with the School's Articles of Incorporation, R.C. Chapter 1702., and R.C. Sections 3314.015(E) and 3314.074, subject to and in accordance with all other applicable laws, rules and regulations."

- b. Remove the entirety of subsections 9.14.3 and replace with "In the event that the School permanently closes, the Governing Authority members and the School's fiscal officer shall remain in their positions until the closing of the School and the final audit is completed, unless otherwise excused by the Sponsor."
- c. Remove the entirety of subsections 9.14.4 and 9.14.5 and replace each with the phrase "Intentionally left blank."
- d. The rest of the section remains as originally written in the Contract.

29. Article IX, Section 9.15.

- a. Remove the word "bond" from the section header and replace with the phrase "Good Faith Deposit."
- b. Replace the entire section with the following new paragraph

Immediately upon any Notice of Intent to Suspend, any notice of closure or suspension from any governmental or administrative agency, or upon a vote of closure by the School, the School must submit to Sponsor a good faith deposit of twenty thousand dollars (\$20,000), or less at the option of the Sponsor, to cover costs of any legal or other professional fees which may be required or desirable to facilitate matters including, but not limited to, notices to parents, transfer of files, change of locks, securing assets, segregating or selling assets, returning assets, or other professional or non-professional fees or costs incurred by Sponsor, which are in any way associated with termination and closure of the School, in case the School fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit will be returned to the School or sent to the appropriate creditor without interest, if not used for these purposes by the Sponsor.

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

30. Article IX, Section 9.17. At the start of the first sentence of the section insert the phrase "Except in the case of a dropout prevention and recovery school, if the School fails to open by September 30 in any year after the initial execution of hereof, or." The rest of the section remains as originally written in the Contract.

31. Article IX, Section 9.19. At the end of the section insert the following new paragraph "The School shall notify the Sponsor of any impending merger at least sixty (60) days prior to the effective date of the merger. In the event of a merger, this Contract shall not

be assigned to the sponsor of any surviving entity." The rest of the section remains as originally written in the Contract.

32. Article IX, Section 9.22. At the end of the section insert the following new paragraph "The Sponsor has an obligation to update this Contract periodically due to changes in statutes, case law, rules or procedures, Ohio's accountability system, Sponsor Performance Review requirements, or governmental mandates, and the School agrees to modify the Contract at any time for those reasons." The rest of the section remains as originally written in the Contract.

33. Article II shall be updated to include the School's Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number (EIN), and IRS Determination Letter (if any).

34. Attachment V, Performance and Accountability Framework 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: 6/7/21

Governing Authority of
Academy of Educational Excellence

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: 5-27-21