

MODIFICATION NO. 12
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Menlo Park Academy (“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, 2011; and

WHEREAS, the ESCLEW 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 the section add “3302.037,” “3313.669,” “3313.6610,” “3313.6025,” “3313.6026,” “3319.077,” “3319.078,” “3319.318,” “3319.393,” “3323.251,” and “5502.262” in the appropriate numerical order. The rest of Section 4.1 remains as originally written in the Contract.
- b. In the first sentence of the section 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. In the first sentence of the section remove from the section the statutory citation to “3313.536.”
- d. The rest of Section 4.1 remains as originally written in the Contract.

- 2. Article VI, Section 6.4.** At the end of the first sentence, “provided however, 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 in the Contract.

- 3. Article VI, Section 6.13.** Insert the following paragraph at the end of the section:

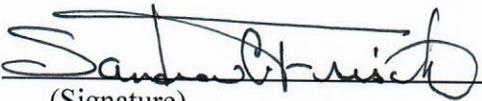
If the School operates a an internet- or computer-based community school that does not qualify as a dropout prevention and recovery school, the School shall adopt an attendance policy in accordance with R.C. 3314.261, which shall detail: (1) the classroom-based and nonclassroom-based “instructional activities” 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.

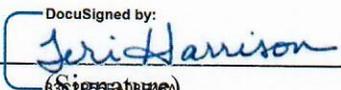
The rest of Section 6.13 remains as originally written in the Contract.

- 4. **Article VII, Section 7.3.** Insert the phrase “and 2021-2022” after “2020-2021” in the start of the second paragraph. The rest of Section 7.3 remains as originally written in the Contract.
 - 5. **Article XI, Section 11.5.**
 - a. In the first sentence of the section remove “eleven (11)” and insert “twelve (12)” in its place.
 - b. In the first sentence of the section remove “June 30, 2022” and insert “June 30, 2023” in its place.
 - c. The rest of Section 11.5 remains as originally written in the Contract.
 - 6. **Attachment 3.4** shall be replaced in its entirety with the attached.
 - 7. **Attachment 9.2** shall be replaced in its entirety with the attached.
 - 8. **Attachment 9.3** shall be replaced in its entirety with the attached.
 - 9. **Attachment 9.4** shall be replaced in its entirety with the attached.
 - 10. **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.

**Educational Service Center of
Lake Erie West**

**Governing Authority of
Menlo Park Academy**

By: 
(Signature)

By: 
(Signature)

Its: Superintendent

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

Date: 1-19-2022

Date: 12/3/2021