

**MODIFICATION
TO SUCCESSOR COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
North Central Ohio Educational Service Center (“Sponsor” or “NCOESC”)
AND
RSA, (Rise & Shine Academy) (“Governing Authority” or “School”)**

WHEREAS, the NCOESC and the Governing Authority entered into a Successor 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. First WHEREAS Clause.

2. 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.

3. Article I, Section 1.3. Replace the entire section with “Intentionally left blank.”

4. Article I, Section 1.7. 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.

5. Article I, Section 1.8.

- 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.

6. **Article II, Section 2.4.** In the last sentence of the section insert the phrase “BCI&I and FBI” after the word “completed.” The rest of the section remains as originally written in the Contract.

7. **Article II, Section 2.5.**

- 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.

8. **Article III, Section 3.5.**

- a. In the first sentence of the section remove the word “apply” and replace with “adhere to R.C. 3314.074, 3314.015(E), R.C. Chapter 1702., the School’s Articles of Incorporation, and all other relevant laws, rules, and regulations.” The rest of the section remains as originally written in the Contract.
- b. Remove subsection 3.5.1 in its entirety and replace with the following new sentence “In advance of the School's closure, the Sponsor's Superintendent and/or Director of Community Schools shall provide written notice of the impending closure to the parents of all students enrolled in the School and assist the parents in finding a new school for their children.”
- c. Remove subsection 3.5.2 in its entirety and replace with the following new sentence:

Upon the School's closure, the School's Director shall in good faith take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the School and shall transmit said records to the students' school districts of residence within seven (7) business days of the School's closure.

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

9. Article IV, Section 4.1.

- a. In the first sentence of subsection 4.1.1 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 4.1.1 remove the statutory citation to “3313.536.”
- c. In the first sentence of subsection 4.1.1 remove “33137112” and replace with “3313.7112.”
- d. In the first sentence of subsection 4.1.1 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 4.1.2 insert “2921.43 and 2921.44” after “2921.42.”
- f. In the first sentence of subsection 4.1.4 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. At the end of the subsection 4.1.4 insert as a new sentence “The School shall comply with R.C. 3313.603(J).”
- h. The rest of the section remains as originally written in the Contract.

10. Article IV, Section 4.2. 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.

11. Article IV, Section 4.3. 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.

12. Article IV. Insert the following paragraph as a new subsection 4.4

The School shall participate in the statewide education management information system established under R.C. 3301.0714. All provisions of such statute and the rules adopted under such statute apply to the School as if it were a school district, except as modified for community schools under R.C. 3314.17(B). The School shall also comply with R.C. 3301.0723(C). The School's Fiscal Officer shall be responsible for annually reporting the School's data under R.C. 3301.0714. The School shall not

acquire, change, or update its student administration software package to manage and report data required to be reported to the Ohio Department of Education unless it converts to a student software package that is certified by the Ohio Department of Education.

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

13. Article V, Section 5.3. 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.

14. Article VI, Section 6.1. Remove the third and fourth sentences in its entirety from the section. The rest of the section remains as originally written in the Contract.

15. Article VI, Section 6.3.

- a. In subsection 6.3.2 insert the following new sentence as division (f) “A statement describing how private student data will be protected.”
- b. In subsection 6.3.2 insert the following new sentence as division (g) “A description of the professional development activities that will be offered to teachers.”
- c. At the end of the section insert the following as a new paragraph as subsection 6.3.3

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.

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

16. Article VI, Section 6.4. Replace the entire section with the following new paragraph

The School must timely administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the Ohio Department of Education, or recommended by Sponsor. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. The School specifically acknowledges the closure provisions of R.C. 3314.35. Academic goals and performance standards by which the School will be evaluated by the sponsor and which shall include but are not limited to all applicable report card measures and assessments administered by the School are outlined in the Performance and Accountability Framework.

17. Article VI, Section 6.7. 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.

18. Article VI, Section 6.9. Replace the entire section with the following new paragraph

The School shall comply with all federal and state laws pertaining to the education of disabled students enrolled in the school, including the provision of a free appropriate public education and the development of individualized education programs for such students. As authorized by R.C. 3314.022, the Governing Authority may contract with the governing authority of another community school, the board of education of a school district, the governing board of an educational service center, a county board of developmental disabilities, or the administrative authority of a nonpublic school for provision of services for any disabled student enrolled in the School.

19. Article VI, Section 6.10. After the second sentence of the section, insert the following new sentence “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.” The rest of the section remains as originally written in the Contract.

20. Article VI, Section 6.11. In the second sentence of the section remove “and 3313.614” and replace with “3313.614, 3313.617, 3313.618, and 3313.6114.” The rest of the section remains as originally written in the Contract.

21. Article VI, Section 6.12.

- a. Insert the following new sentence as subsection (e) “The School shall adopt a policy regarding the enrollment and attendance of students, which requires a student’s parent to notify the School when there is a change in the location of the parent’s or student’s primary residence.
- b. Insert the following new sentence as subsection (f) “The School shall adopt a policy regarding the verification of a student’s residence and address consistent with the School’s obligations in accordance with R.C. 3314.11.”
- c. The rest of the section remains as originally written in the Contract.

22. Article VI, Section 6.13. In the first sentence of the section remove “one hundred five (105)” and replace with “seventy two (72).” The rest of the section remains as originally written in the Contract.

23. Article VII, Section 7.2. In subsection 7.2.1 insert the following new sentence as division (k) “Any other item required to be reported per this Contract or other applicable laws or rules.” The rest of the section remains as originally written in the Contract.

24. Article VIII, Section 8.1. In the fourth 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.

25. Article IX, Section 9.1. 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.

26. Article IX, Section 9.2.

- a. In subsection 9.2.3 remove “or terminated” and replace with “terminated, or closed by operation of law.”

b. In subsection 9.2.3 insert as a new sentence at the end of the subsection “The fiscal officer shall also be required to delivery all financial and enrollment records to the Sponsor within thirty (30) days of permanent closure of the School.”

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

27. Article IX, Section 9.4.

a. In the section header insert “or Pooled Insurance” after the word “bond.”

b. Insert the following new paragraphs at the end of the section

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

28. Article X, Section 10.2. 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.

29. Article X. Insert the following new paragraph as Section 10.3

Indemnification. The Governing Authority and the School shall defend, indemnify, save and hold harmless the Sponsor and its Governing Board, officers, directors, employees, and agents from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages,

losses, costs, or expenses (including, without limitation, reasonable attorneys', expert, accounting, auditors or other professionals' fees, and court costs) of whatever kind or nature in law, equity or otherwise (hereinafter collectively referred to as "Liabilities") arising from any of the following:

(a) A failure of the Governing Authority and/or the School or any of its officers, directors, employees, agents, or contractors to perform any duty or obligation imposed by law or this Contract;]

(b) An action or omission by the Governing Authority and/or the School or any of its officers, directors, employees, agents, or contractors that results in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal); and

(c) Any sum that the Sponsor may pay or become obligated to pay on account of: (i) any inaccuracy or breach of any representation under this Contract; (ii) any breach or any failure of the School to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under law, this Contract, or any agreement connected in any way to this Contract; or (iii) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the Governing Authority, or to third parties in any way related to the School or its operations or in any way related to closure of the School or the non-renewal, termination, or suspension of this Contract.

30. Article X. Insert the following new paragraph as Section 10.4

Indemnification if Employee Leave of Absence. If the Sponsor provides a leave of absence to an employee who is thereafter employed by the School, the Governing Authority and the School shall indemnify and hold harmless the Sponsor and its Governing Board, officers, directors, employees, agents, and contractors from liability arising out of any action or omission of that person while that person is on such leave and employed by the Governing Authority.

31. Article XI, Section 11.3.

- a. At the end of the first sentence of subsection (d) insert the phrase “or other applicable law, and the School hereby indemnifies, defends, and shall hold harmless from all such actions.” The rest of the section remains as originally written in the Contract.

- b. Insert as a new subsection (k) insert the following paragraph

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, this Contract shall become void upon notice by the Sponsor to the School, subject only to the survival of Article X, Sections 10.1, 10.2, and 10.3 of this Contract. 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 the School must continue without interruption or reduction unless program changes are preapproved in writing by the Sponsor. The Sponsor may, at its sole discretion, operate the School in the event the Governing Authority fails to continue until the end of the approved school year or is otherwise suspended or terminated, provided, however, the Sponsor may suspend the operations or terminate this Contract as otherwise indicated by law.

32. Article XI, Section 11.6.

- a. Remove the phrase “Renewal of Contract” from the section header and replace with the phrase “Performance and Accountability Framework.”
- b. Replace the entire section with the following new paragraph

Attachment 11.6 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 11.6.

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

33. Article XI, Section 11.7.

- a. Remove the phrase “Non-Renewal of Contract” from the section header and replace with the phrase “Renewal and Non-Renewal of Contract.”
- b. Insert the following new paragraph at the beginning of subsection 11.7.1

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.

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

34. Article XI, Section 11.9. At the end of the section insert the following as a new paragraph

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.

35. Article XI, Section 11.10.

a. Replace the entire subsection 11.10.1 with the following new paragraphs

The Sponsor may terminate this Contract when there is clear evidence, as determined by the Sponsor, of any of the following: (a) failure to meet student performance requirements stated in this Contract; (b) failure to meet generally accepted standards of fiscal management; (c) violation of any provision of this Contract or applicable state or federal law; (d) unacceptable academic performance; (e) egregious violations of law; (f) financial mismanagement; (g) unfaithfulness to the terms of this Contract; or (h) other good cause. Additionally, if the Sponsor has suspended the operations of the School pursuant to R.C. 3314.072, the Sponsor may choose to terminate this Contract prior to its expiration.

Prior to commencing proceedings to terminate the School, the Sponsor shall conduct a comprehensive investigation to determine whether clear evidence exists for terminating the School for any of the reasons set forth in herein. Such investigation shall include meetings with the Governing Authority and the School's administration, interviews with

teachers, students, parents, the Ohio Department of Education, law enforcement officials, and other stakeholders, and a review of all relevant documentation, such as written complaints, audit reports, financial records, vendor invoices, health and safety inspection reports, student enrollment and attendance records, teacher qualifications, and other documents required by this Contract or by law. Evidence supporting termination may include, but is not limited to, academic performance measures set forth in this Contract, the School's report card issued by the Ohio Department of Education, financial audits, site visit reports, compliance reports, opinions of legal counsel, status reports on corrective action plans or other required interventions, documentation required by this Contract, and/or other documentation supporting termination.

- b. In the last sentence of subsection 11.10.2 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.”
- c. At the end of the section insert the following new paragraph as subsection 11.10.3

The Sponsor has adopted a separate written termination policy that: (a) goes beyond the statutory language in explaining the grounds for terminating the School; (b) defines the criteria for terminating the School; (c) includes the specific evidence that the Sponsor will collect and/or document when deciding whether to terminate the School; and (d) incorporates all of the closing procedures adopted by the Sponsor in accordance with this Contract. During its initial site visit of the School, the Sponsor shall provide the School with written notice of said policy.

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

36. Article XI, Section 11.14.

- a. 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.”
- b. In the first sentence of the section remove the phrase “Section 10.2” and replace with “Section 10.1, 10.2, and 10.3.”
- c. At the end of the section insert the following new paragraph

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 the School must continue without interruption or reduction unless program changes are preapproved in writing by the Sponsor. The Sponsor may, at its sole discretion, operate the School in the event the Governing Authority fails to continue until the end of the approved school year or is otherwise suspended or terminated, provided, however, the Sponsor may suspend the operations or terminate this Contract as otherwise indicated by law.

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

37. **Article XI, Section 11.17.** 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.

38. **Article XI, Section 11.17.** 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.

39. **Attachment 11.6, 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)

Governing Authority of
Rise & Shine Academy

By: _____

(Signature)

Its: Superintendent

Its: President

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

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

and with full authority to bind **Sponsor.**

Date: 6/7/21

and with full authority to bind **Governing Authority.**

Date: 5/13/21