

**MODIFICATION  
TO OHIO COMMUNITY SCHOOL CONTRACT  
BY and BETWEEN  
North Central Ohio Educational Service Center (“Sponsor” or “NCOESC”)  
AND  
Ann Jerkins-Harris Academy of Excellence (“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, 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 IV, Section 4.8.** 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 4.8 remains as originally written.
- 2. Article IV, Section 4.16.** Insert the following paragraph as subsection 4.16.1:

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 4.16 remains as originally written in the Contract.

- 3. Article V, Section 5.1.**
  - a.** In the first sentence of subsection 5.1.1 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 subsection 5.1.1 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 second sentence of subsection 5.1.4 insert the phrase “the requirements prescribed in R.C. 3313.6027 and” after the phrase “shall be met by completing.”

- d. The rest of section 5.1 remains as originally written in the Contract.
- 4. **Article VIII, Section 8.2.** In the first sentence of subsection 8.2.6 insert “, which shall include the closing procedures established by the Ohio Department of Education and included herein as Attachment XI,” after the word “procedures.” The rest of section 8.2 remains as originally written in the Contract.
- 5. **Article IX, Section 9.7.** Replace the first sentence of the section in its entirety with “This Contract shall commence on July 1, 2019 and end of June 30, 2024.” The rest of section 9.7 remains as originally written in the Contract.
- 6. **Attachment II** shall be replaced in its entirety with the attached.
- 7. **Attachment X** shall be replaced in its entirety with the attached.
- 8. **Attachment XI** shall be inserted 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: Brenda Luchner  
(Signature)

Its: Superintendent

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

Date: 2/16/2022

**Governing Authority of  
Ann Jerkins-Harris Academy of Excellence**

By: Cheryl Thomas  
(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: 02-19-22