

**MODIFICATION NO. 5
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Pathway School of Discovery (“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, 2012; and

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

NOW THEREFORE, the parties modify the Contract as follows:

1. Article II, Section 2.1. At the end, add the following new sentences:

“All Governing Authority members must provide copies of clean BCI and FBI criminal background checks and signed Conflict of Interest Disclosure Forms to the Sponsor before the effective date of the member’s term. All BCI and FBI criminal background checks must be repeated at least every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.”

2. Article II, Section 2.2.

- a. Replace the first sentence with the following new sentence: “Existing Governing Authority members are required to attend board training, which must include training on public records and open meetings laws, for a minimum of two (2) hours on an annual basis to remain current in their responsibilities and obligations.”
- b. Replace the fourth and fifth sentences with the following new sentence: “The Governing Authority must hold a minimum of six (6) regular meetings bi-monthly per year.”

3. Article II, Section 2.4. Replace the sixth bullet with the following new requirement: “Maintenance of attendance and participation records in accordance with current FTE manuals or guidance, in consultation with the Ohio Department of Education, the Auditor of State, and the Area Coordinator.”

4. Remove Article III, Section 3.4 and leave intentionally blank.

5. Article III, Section 3.7. Replace “parent involvement policy” with “parent and foster caregiver involvement policy.”

6. Article IV, Section 4.1.

- a. In the first sentence, add new sections 3301.0729, 3313.5310, and 3313.668 in the appropriate numerical order.

- b. At the end, add the following new paragraph: “The School shall comply with R.C. 3313.6021 and 3313.6023 as if it were a district, unless it is either an internet- or computer-based school or a school in which a majority of the enrolled students are children with disabilities as described in R.C. 3314.35(A)(4)(b).”
7. **Article V, Section 5.2.** At the beginning, add the following new sentence: “The Governing Authority shall not enter into a lease with the operator of the School, if any, for any parcel of real property until an independent professional in the real estate field verifies via addendum (“operator addendum”) that the lease is commercially reasonable at the time of signing.”
8. **Article VI, Section 6.3.** Remove “expulsion” from the authorized educational opportunities described in the first sentence of the second paragraph.
9. **Article VI, Section 6.8** shall be replaced in its entirety with the following new paragraph:
- “Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and shall make such plan available for review by Sponsor.”
10. **Article VI, Section 6.12, subsection (b).** At the end of the penultimate sentence, add the following: “and to children of full-time staff members employed by the School, provided the total number of student receiving this preference is less than five percent (5%) of the School’s total enrollment.”
11. **Article VII, Section 7.2.** Add the following new subsection as subsection (k):
- “a comprehensive plan for the School, and any updates to such plan, which shall specify:
- i. the process by which the Governing Authority will be selected in the future;
 - ii. the management and administration of the School;
 - iii. the instructional program and educational philosophy of the School; and
 - iv. internal financial controls.”
12. **Article VIII, Section 8.1.** In the fourth sentence, replace “by the No Child Left Behind Act” with “by law.”
13. **Article IX, Section 9.2.** Replace the last sentence with the following new sentences:
- “Should the School be declared unauditible under R.C. 3314.51, the Governing Authority shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s). The School agrees that the fiscal services agreement will state that the Fiscal Officer is primarily responsible for all closing procedures if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close, and must authorize that the Fiscal Officer and/or Fiscal Officer’s agreement remain fully authorized to proceed to close the School. If the School closes or is permanently closed, the Fiscal Officer shall deliver all financial and enrollment records to the Sponsor within thirty days of the School’s closure. If the Fiscal Officer fails to provide the records in a timely manner, or fails to faithfully perform any of the Fiscal Officer’s other duties, the Sponsor has the right to take action against the Fiscal Officer to compel delivery of all financial and enrollment records of the School and

shall, if necessary, seek recovery of any funds owed as a result of any finding of recovery by the Auditor of State against the Fiscal Officer.”

14. Article IX, Section 9.7. Replace the first two paragraphs with the following new paragraph:

“For and in consideration of two and a half percent (2.5%) of the total amount of payments for operating expenses received by the School from the State of Ohio (but only up to three percent (3%) of such funds unless otherwise allowed by law), the Sponsor shall provide the monitoring, oversight, and technical assistance required by law. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The Sponsor reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than one half percent (0.5%) each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits.”

15. Article XI, Section 11.7, subsection (a).

a. Replace the first paragraph in its entirety with the following new paragraph: “Upon the expiration of this Contract, the Sponsor may, with the agreement of the School and in accordance with R.C. 3314.03(E), 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. Corrective action may be required at the discretion of the Sponsor. Prior to its determination, the Sponsor shall conduct a high stakes review or evaluation 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 to respond to the Sponsor’s findings, if needed.”

b. After the third paragraph, add the following new paragraph:

“Renewal decisions are based upon an analysis of the following:

- i. the School’s progress in meeting the educational program listed in Attachment 6.3;
- ii. the School’s progress in meeting the Academic Goals listed in Attachment 11.6;
- iii. the School’s progress in meeting the Non-Academic Goals listed in Attachment 11.6;
- iv. the School’s progress or performance on actions required by corrective action plans or other interventions, if any;
- v. the degree to which the School is compliant with the terms of this Contract;
- vi. the School’s fiscal viability and financial audits;
- vii. the School’s organizational viability; and
- viii. other good cause.”

16. Attachment 6.13 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

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: 8-10-2017

Governing Authority of
Pathway School of Discovery

By: _____

(Signature)

Its: President

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

Date: 6-21-17

**Modification to Community School Contract with
Educational Service Center of Lake Erie West**

Be it resolved that the Pathway School of Discovery Academy Board of Directors does hereby approve Modification No. 5 to the Community School Contract with the Educational Service Center of Lake Erie West.

Board President: Kevin Robie
Signature: *Kevin A. Robie*
Approved on: 6-21-17