

**MODIFICATION NO. 8**  
**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 II, Section 2.1.** At the end of the section, add the following new paragraph: “In the event of the Schools closure, the Governing Authority members and officers in place at the time the School learns it must close or votes to close must remain in office and as members until the School is fully closed and the final closing audit is completed.”

The rest of Section 2.1 remains as originally written in the Contract.

2. **Article II, Section 2.3.** Add the following sentence at the end of the section: “The person registered in OEDS-R as Superintendent shall be the Superintendent of the School, even if he/she is the same person as the Chief Administrative Officer.”

The rest of Section 2.3 remains as originally written in the Contract.

3. **Article VI, Section 6.11.**

- a. In the final sentence, insert “(1) and (2)” after “R.C. 3313.603(J).”

- b. After the last sentence of the section, insert the following sentence: “Beginning with the 2018-2019 school year, the School shall also comply with the framework developed by the Ohio Department of Education under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education.”

- c. The rest of Section 6.11 remains as originally written in the Contract.

4. **Article VII, Section 7.2.** In subsection (j), division (iv), insert “and signed ethics and conflicts policies” after “R.C. 3314.02(E)(7).”

The rest of Section 7.2 remains as originally written in the Contract.

5. **Article IX, Section 9.2.** Insert the following sentence at the end of the last paragraph: “Under no circumstances is the Sponsor liable for the debts, obligations or audit findings of any kind of the School.”

The rest of Section 9.2 remains as originally written in the Contract.

6. **Article IX, Section 9.4.** Insert the following sentence at the end of the last paragraph: “Cancellation of the bond maybe grounds for suspension or termination.”

The rest of Section 9.4 remains as originally written in the Contract.

7. **Article IX, Section 9.7.** Insert the following two sentences after the first sentence:

The word “received” means the acceptance by the Sponsor in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible, except for reductions due to FTE findings already deducted in the then current monthly statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee.

The rest of Section 9.7 remains as originally written in the Contract.

8. **Article X, Section 10.2.** Add the following new subsection as subsection (g): “Any audit finding based on failure of the School to accurately report enrollment, attendance, participation in learning opportunities or inaccurate EMIS submissions.”

The rest of Section 10.2 remains as originally written in the Contract.

9. **Article XI, Section 11.4.** Insert “When practical” at the beginning of the first sentence.

The rest of Section 11.4 remains as originally written in the Contract.

10. **Article XI, Section 11.12.** In the first sentence, remove “for operation within eight (8) month(s) after the execution” and replace with “before September 30<sup>th</sup> of any year (unless the School is a Dropout Prevention and Recovery school or the Sponsor is rated “exemplary” for at least two consecutive years) or within one (1) year after the initial execution.”

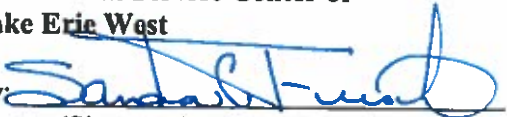
The rest of Section 11.12 remains as originally written in the Contract.

11. **Article XI, Section 11.18.** Insert the following as a new paragraph at the end: “The Sponsor has an obligation to update this Contract periodically due to changes in statutes, case law, rules, procedures or governmental mandates, and the School agrees to modify the Contract at any time for those reasons.”

The rest of Section 11.18 remains as originally written in the Contract.

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: 8-15-2018

**Governing Authority of  
Menlo Park Academy**

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: 6-30-18