

**MODIFICATION NO. 6**  
**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, 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 5.1.** Replace the first sentence with the following new sentence: “The facility to be used for the primary location of the community school will be maintained at **2149 West 53rd Street, Cleveland, Ohio 44102.**”
8. **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.”
9. **Article VI, Section 6.3.** Remove “expulsion” from the authorized educational opportunities described in the first sentence of the second paragraph.
10. **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.”
11. **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.”
12. **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.”
13. **Article VIII, Section 8.1.** In the fourth sentence, replace “by the No Child Left Behind Act” with “by law.”
14. **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.”

15. **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.”

16. **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.”

17. **Attachment 5.2** shall be replaced in its entirety with the attached.

18. **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: 12-22-17

**Governing Authority of  
Menlo Park Academy**

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: 6/15/17



## **ATTACHMENT 5.2 FACILITIES PLAN**

1. Detailed description of each facility used for instructional purposes, containing the address and grades served;
2. Annual costs associated with leasing each facility, paid for by or on behalf of the school, if applicable;
3. Annual mortgage principal and interest payments that are paid by the school, if applicable;
4. Name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any; and
5. If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable.

## Attachment 5.2 Facilities Plan

1. Detailed description of each facility used for instructional purposes, containing the address and grades served.
  - a. All instruction takes place at 2149 W. 53<sup>rd</sup> Street in Cleveland, Ohio. The 7-acre property includes an approximately 80,000 square foot newly renovated building and outdoor green space serving students in grades K-9.
2. Annual costs associated with leasing each facility, paid for by or on behalf of the school, if applicable.
  - a. Per lease agreement, Exhibit B:

**EXHIBIT B**

**SCHEDULE OF ANNUAL RENT**

<b>Year</b>	<b>Annual Rent</b>
2017	\$300,000
2018	\$750,000
2019	\$765,000
2020	\$780,300
2021	\$795,906
2022	\$811,824
2023	\$828,061
2024	\$836,341
2025	\$844,705
2026	\$853,152
2027	\$861,683
2028	\$870,300
2029	\$879,003
2030	\$887,793
2031	\$896,671
2032	\$905,638
2033	\$914,694
2034	\$923,841
2035	\$933,079
2036	\$549,739

3. Annual mortgage principal and interest payments that are paid by the school, if applicable.
  - a. N/A – see #2 answer (lease agreement)

4. Name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.
  - a. The landlord is W. 53<sup>rd</sup> Holdings, LLC. There is no operator.
5. If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable.
  - a. N/A, there is no operator.

## **ATTACHMENT 6.13 ATTENDANCE POLICIES**

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including automatic withdrawal procedures for when a student misses 105 consecutive hours

**NOTE:** The School's attendance and participation records shall be made available, upon request, to the Ohio Department of Education, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), section 3319.321, and any applicable rule or regulations thereto.



## **Attachment 6.13 Attendance Policies**

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
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### **251 – Attendance/Truancy/Withdrawal Policy**

### **252 – Missing and Absent Children**

**NOTE:** The School’s attendance and participation records shall be made available, upon request, to the Ohio Department of Education, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), section 3319.321, and any applicable rule or regulations thereto.

General Policy

Students enrolled in the School must attend School regularly in accordance with the laws of the State. The educational program offered by the School is predicated upon the presence and punctuality of the student and requires continuity of instruction and classroom participation. A parent must contact the School in accordance with the procedure set forth in Policy 252 whenever a student is absent.

Attendance shall be required of all students enrolled at the School during the days and hours that the School is in session. Attendance need not always be within the School facilities, but a student will be considered to be in attendance if present at any place where School is in session by authority of the Board.

Excused Absences

Absences due to the following will be excused:

1. Personal physical illness such as to prevent attendance at School.
2. Personal mental illness such that the student will not benefit from instruction.
3. Illness in the family if student is age fourteen or older.
4. Quarantine of the home.
5. Death in the family.
6. Observance of religious holidays.
7. Court subpoena.
8. Necessary work at home due to absence of parents/guardians.
9. Instruction at home from a person qualified to teach the branches of education in which instruction is required.
10. An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.
11. If a student is absent from School for the sole purpose of traveling out of state to participate in a School-approved enrichment activity or extracurricular activity, the School shall count that absence as an excused absence, up to a maximum of twenty-four (24) hours per school year that the School is open for instruction. The student must complete any classroom assignments he/she misses due to the absence. If the student will be absent for twenty-four (24) or more consecutive hours that the School is open for instruction, a classroom teacher must accompany the student during the travel period to provide the student with instructional assistance in order to count the student as in attendance.

Upon return to School, the student must provide to the School a written statement from a parent of the cause for absence, or the absence will be considered unexcused. The School Director or his/her designee reserves the right to verify such statements and to investigate the cause of each individual absence.

### Withdrawal

A student who fails to participate in one hundred five (105) consecutive hours of learning opportunities will be automatically withdrawn, unless the student's absence is excused. Otherwise, a parent may withdraw a student voluntarily by signing a Voluntary Withdrawal form with the School Director or his/her designee.

Whenever a student withdraws from the School voluntarily, the Student's teacher shall attempt to ascertain the reason for withdrawal and shall immediately inform the School Director or his/her designee of the reason for the withdrawal. If the Student voluntarily withdrew from the School as a result of a change in residence, the School Director or his/her designee shall notify the superintendent of the district to which the Student has moved of all essential information regarding the Student, including the Student's new address.

If the School Director or his/her designee becomes aware that a Student who has withdrawn from the School for reasons other than a change of residence is not enrolled in another school, the School Director or his/her designee shall notify the registrar of motor vehicles and the juvenile judge of the county in which the School is located of the Student's likely violation of the State's compulsory education laws. Notice shall be given within two weeks and shall include the Student's name, address, date of birth, School, and the district where the Student resides. Any notice given in error shall be immediately rescinded by the School Director or his/her designee.

### Disciplinary Action for Unexcused Tardiness or Absence

Repeated unexcused absences/tardiness shall be grounds for disciplinary action in accordance with Policy 271 Student Code of Conduct.

A student is tardy when a student is more than five minutes late for School or for a class. If a student misses more than half a class, the student will be marked absent for the class.

Any student who, due to a medically-documented physical or mental impairment, is absent for an extended period will not be disciplined. Such students may be entitled to receive an education tailored to their individual needs or abilities as provided for under federal and/or state law.

### Truancy and Absence Intervention Strategies

The School Director or his/her designee may act as the School's attendance officer or delegate that duty as permitted by law. The School's attendance officer shall investigate possible School attendance violations, and is authorized under Ohio law, to serve warrants, to enter places where children of compulsory School age are employed, and to take such other actions as may be necessary to enforce the compulsory education laws.

A student is excessively absent from school if a student is absent from the School with or without legitimate excuse for thirty-eight (38) or more hours in one (1) school month or sixty-five (65) or more hours in one (1) school year. Within seven (7) days of a student becoming excessively absent from School, the attendance officer shall notify the student's parents of the student's absences in writing.

A student is habitually truant if the student is absent without a legitimate excuse for thirty (30) or more consecutive hours, for forty-two (42) or more hours in one (1) school month, or seventy-two (72) or more hours in one (1) school year.

Legitimate excuses for the absence of a student otherwise habitually truant include, but are not limited to:

1. the student was enrolled in another school;
2. the student's absence was excused in accordance with applicable law or policy; or,
3. the student has received an age and schooling certificate.

If the student is habitually truant and the student's parents have failed to cause the student's attendance, the Board will assign the student to an absence intervention team ("AIT") within ten (10) days. The School Director or designee selects the AIT members, who shall include a representative of the School who knows the child and the child's parent, guardian, custodian, guardian ad litem, or temporary custodian. Members may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

Within seven (7) days of the School's determination that the student is a habitual truant, the School will make at least three (3) reasonable, meaningful attempts to secure the child's parent, guardian, or custodian's (for the purposes of this policy, "parent") participation on the AIT. If the parent responds to attempts but is unable to attend, the School will notify the parent of the right to participate by designee. In the event the parent does not respond to the attempts at all, the School will investigate whether the failure to respond triggers child abuse and neglect reporting requirements and instruct the other members of the AIT to develop a plan for the child.

Within fourteen (14) days after its formation, the AIT will develop a written plan to reduce or eliminate Student's further absences. The AIT plan will state that a complaint will be filed in juvenile court alleging that the child is an unruly child not later than sixty-one (61) days after implementation if the child refuses to participate in or fails to make satisfactory progress on the plan or other alternatives to adjudication. The School will make reasonable attempts to provide student's parent with written notice of the plan within seven (7) days of development.

If a student becomes habitually truant during the last twenty-two (22) school days of the year, the School may assign one official to work with the parent and develop an AIT plan in lieu of forming a full AIT.

**AIT Exemption:** The School shall be exempt from AIT procedural requirements if it has a chronic absenteeism rate of less than 5% of the student body per the last state report card.

Effective beginning with the 2017-2018 school year, the School shall employ absence intervention strategies for all students who are excessively absent from School. Such strategies shall include the following, if applicable:

1. Providing a truancy intervention plan for any student who is excessively absent from school;
2. Providing counseling for a habitual truant;
3. Requesting or requiring a parent to attend parental involvement programs;
4. Requesting or requiring a parent to attend truancy prevention mediation programs;
5. Notification of the registrar of motor vehicles of student's truancy status if the student misses sixty consecutive hours of instruction or ninety hours of instruction during the course of the school year; and
6. Taking legal action under R.C. 2919.222, 3321.20, and/or 3321.38.

On the 61st day after the implementation of an absence intervention plan or other intervention strategy, the attendance officer shall file a complaint with the juvenile court against a student, if all of the following apply:

1. the student is a habitual truant;
2. the School has made meaningful attempts to re-engage the student through the absence intervention plan, other intervention strategies, and any other offered alternatives to adjudication; and
3. the student has refused to participate in or failed to make satisfactory progress on the plan, as determined by the absence intervention team, or any offered intervention strategies or alternatives to adjudication.

If the 61st day falls during the summer months, at the School's discretion, the absence intervention team or attendance officer may extend the implementation of the plan and delay filing the complaint for an additional thirty (30) days from the first day of instruction of the next school year.

If, however, at any time during the implementation phase of the absence intervention plan or other intervention strategy, the student is absent without legitimate excuse for thirty (30) or more consecutive hours or forty-two (42) or more hours in one school month, the attendance officer shall file a complaint with the juvenile court against the student, unless the absence intervention team has determined that the student has made substantial progress on the absence intervention plan.

The School Director or his/her designee is also authorized to establish a parent education program for parents of students who are habitually truant. Any parent assigned to the program who does not complete the program is to be reported to law enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

This Board consulted with the juvenile court of the counties in which the School is located, parents of students attending the School, and state and local agencies deemed appropriate by the Board prior to adopting this policy.

*R.C. 2151.011; 2151.27; 3314.03(A)(6); 3321.01; 3321.041; 3321.13-.191*

See also Policy 271 Student Code of Conduct.

The Board believes in the importance of trying to decrease the number of missing children. Therefore, efforts will be made to identify possible missing children and notify the proper adults or agencies.

A student at the time of his/her initial entry to school shall present to the person in charge of admission any records given to him/her by the elementary or secondary school s/he most recently attended and a certification of birth\* issued pursuant to Section 3705.05 of the Ohio Revised Code or a comparable certificate or certification issued pursuant to the statutes of another state, territory, possession, or nation. Within twenty-four (24) hours of the student's entry into the school, a school official shall request the student's official records from the elementary or secondary school s/he most recently attended. If the school the student claims to have most recently attended indicates that it has no records of the student's attendance or the records are not received within fourteen (14) days of the date of request, or the student does not present a certification of birth or comparable certificate or certification from another state, territory, possession, or nation, the School Director shall notify the law enforcement agency having jurisdiction in the area where the student resides of this fact and of the possibility that the student may, be a missing child, as this term is defined in Section 2901.30 of the Ohio Revised Code.

If the School receives notification from a law enforcement agency that it has made a missing child report for a current or a former student, then the School must mark the student's records so that whenever a copy of, or information regarding the records is requested, any School official responding to the request is alerted that the records are those of a reported missing child. In addition, when a request of records or information is received, the person in charge of admission must immediately report the request to the law enforcement agency that notified the School that the student might be a missing child. When forwarding a copy of, or information from, the student's records in response to a request, the School must do so in such a way that the receiving school is not able to discern that the student's records are marked. But, the School must retain the mark in the records until notified that the student is no longer a missing child. Upon notification by a law enforcement agency that the student is no longer a missing child, the School must remove the mark from the student's records in such a way that it would be impossible to tell that the records were ever marked. See **Appendix 252-A** for the Missing Child Reporting and Marking Form.

The School will also immediately give notice of the fact of a missing child to the Ohio Attorney General's missing children clearinghouse. The School will also assist parents in the case of a missing student by coordinating with the missing children clearinghouse.

Informational programs for students, parents, and community members relative to missing children issues and matters are available from the School, including information regarding the fingerprinting program. The School's informational programs are based on assistance and materials provided by the Ohio Attorney General's missing child education program.

The primary responsibility for a student's attendance at School rests with his/her parent(s) or guardian(s). Parent(s)/guardian(s) must notify the School on the day a student is absent unless

previous notification has been given in accordance with school procedure for excused absences. The person in charge of admissions is also required to notify a student's parents, custodial parent, guardian, legal custodian, or other person responsible for him/her when the student is absent from school. The parent or other responsible person shall be notified by telephone or written notice shall be mailed on the same day that the student is absent. Parents or other responsible persons shall provide the School with their current home and/or work telephone numbers and home addresses, as well as emergency telephone numbers.

The procedure for absences is as follows:

1. A parent must call the School to inform the School that his/her child or children will be absent from School. This phone call should take place within the first hour that School is in session.
2. If a parent fails to call the School as prescribed in Part A, School personnel will call the parent to inform him/her of the student's absence.
3. In those cases where telephone communication could not be made, School personnel will initiate a written communication to the home of the legal guardian the day of the student's absence.

\*May substitute any of the following documents for a birth certificate: 1) a passport or attested transcript showing the date and place of birth of the child; 2) an attested transcript of a birth certificate; 3) an attested transcript of a baptism certificate or other religious record showing the date and place of birth of the child; 4) an attested transcript of a hospital record showing date and place of birth, or 5) a birth affidavit.

*R.C. 109.65; R.C. 3313.96; R.C. 3313.672*