

**MODIFICATION  
TO 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 a Community School Contract (“Contract”) effective 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 II, Section 2.6.** Insert the following new section 2.6:

**Power of Attorney.** The Governing Authority hereby grants to the Sponsor a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the Governing Authority, should it become necessary, in the Sponsor’s sole opinion and subject to Ohio Open Meetings law, to appoint a new Board of Directors if (a) a majority of the Governing Authority members or its officers fully resign, abandon, or breach their material duties under the Contract or law, or (b) if the Governing Authority or its officers act or omit to act in a manner that is likely to cause immediate or irreparable harm to the School and/or its students. The Governing Authority confirms its consent to this power by signing below and shall execute and deliver to the Sponsor all agreements and other documents that the Sponsor reasonably shall deem necessary or appropriate to comply with this section. Upon any failure by the Governing Authority promptly to comply with the requirements of this section, the Sponsor shall be entitled to an order of specific performance from a court of law, ordering the Governing Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this section shall be good cause for termination of this Contract. In order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint and/or dismiss Directors, if the Sponsor determines that the above requirements have been met.

2. **Article IV, Section 4.7, Subsection 4.7.3.** Insert the following sentence as a new subsection 4.7.3: “The School’s curriculum shall comport with the requirements of RC 3314.0310 as applicable.”

3. **Article V, Section 5.1, Subsection 5.1.1.**

- a. In the first sentence of section insert "5502.703" in correct numerical order.
- b. In the first sentence of the section remove "5205.262" and replace with "5502.262".
- c. The rest of section 5.1.1 remains as originally written in the Contract.

4. **Attachment VII** shall be replaced in its entirety with the attached.

5. **Attachment X, Performance and Accountability Framework** shall be replaced in its entirety with the attached.

**ALL OTHER SECTIONS, SUBSECTIONS, PARTS, TERMS OR PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.**

IN WITNESS WHEREOF, this Contract has been executed and is effective as of this 12 day of July, 2023.

**North Central Ohio  
Educational Service Center**

By: Brenda Rabun  
Its: Superintendent

With full authority to execute this Contract  
for and on behalf the **Sponsor**  
4880-9346-1097 v1 [56694-1]

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

By: Charles Harrison  
Printed Name: Charles Harrison  
Its: Board Chairman

With full authority to execute this Contract  
for and on behalf the **Governing Authority**