

**MODIFICATION
TO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
North Central Ohio Educational Service Center (“Sponsor” or “NCOESC”)
AND
RISE & SHINE ACADEMY (“Governing Authority” or “School”)**

WHEREAS, the NCOESC and the Governing Authority entered into a Community School Contract (“Contract”) effective July 1, 2018; 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 2.9.** Insert the following new section 2.9:

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 4.1, Subsection 4.1.1.**

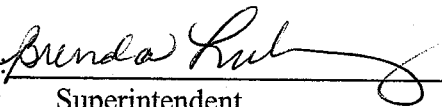
- a. In the first sentence of section insert “5502.703” in correct numerical order.
- b. In the first sentence of the section remove “5205.262” and replace with “5502.262”.

- c. The rest of section 4.1.1 remains as originally written in the Contract.
3. **Article VI, Section 6.3, Subsection 6.3.3.** Insert the following sentence as a new subsection 6.3.3: "The School's curriculum shall comport with the requirements of RC 3314.0310 as applicable."
4. **Attachment 11.6.** Replace the Attachment 11.6 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.

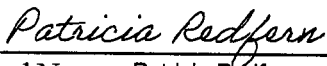
IN WITNESS WHEREOF, this Contract has been executed and is effective as of this ____ day of _____, 2023.

**North Central Ohio
Educational Service Center**

By: 
Its: Superintendent

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

**Rise & Shine Academy
School Governing Authority**

By: 
Printed Name: Patricia Redfern
Its: Board President

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