

SECOND AMENDMENT TO THE AMENDED AND RESTATED CONTRACT

for an OHIO COMMUNITY SCHOOL between the

Bowling Green State University

and Toledo School for the Arts

WHEREAS, Bowling Green State University, a state-assisted institution of higher education established and existing under the laws of Ohio ("BGSU"), and the Governing Authority of a charter school named Toledo School for the Arts (the "School"), an Ohio nonprofit corporation and public community school, have entered into a 2024-2029 contract, as amended on October 11, 2024 (collectively, the "Contract") for a charter school; and

WHEREAS, the Ohio General Assembly has updated the requirements for a contract between a community school and a sponsor;

NOW, THEREFORE, the School and BGSU agree as follows:

1. The first paragraph of Section 4.1, **Compliance with Ohio Laws**, is deleted and replaced with the following text:

The school will comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.24, 3301.948, 3302.037, 3313.472, 3313.473, 3313.474, 3313.50, 3313.539, 3313.5310, 3313.5318, 3313.5319, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6020, 3313.6024, 3313.6026, 3313.6028, 3313.6029, 3313.6031, 3313.643, 3313.648, 3313.6411, 3313.6413, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.7117, 3313.721, 3313.753, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.0812, 3319.238, 3319.318, 3319.321, 3319.324, 3319.39, 3319.391, 3319.393, 3319.41, 3319.46, 3319.90, 3319.614, 3320.01, 3320.02, 3320.03, 3320.04, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3322.20, 3322.24, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, 5502.703, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, the School will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory are permissive, unless otherwise specifically required under

this Contract. Laws listed above which are mandatory also mandatory under this Contract.

2. The fourth paragraph of Section 4.1, **Compliance with Ohio Laws**, is deleted and replaced with the following text:

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 are children with disabilities as described in R.C. 3314.35(B)(2).

3. The following text is added as new paragraphs at the end of Section 4.1, **Compliance with Ohio Laws**:

The School will comply with R.C. 3313.7118 if it serves elementary school students.

Attached hereto as **Attachment 4.1.1.** to the Contract shall be the School's (a) mission and educational philosophy; (b) the process by which the Governing Authority will be selected in the future; (c) a description of the management and administration of the School; and (d) the internal financial control policies and procedures, which shall be adopted by the Governing Authority.

4. Part (a) of Section 7.2, **Reports to Sponsor**, is deleted and replaced with the following text:

Intentionally left blank.

5. The Financial Plan is attached hereto is hereby adopted as **Attachment 9.5** to the contract and will be valid for the entire term of the Contract unless BGSU determines otherwise.

6. The Performance Accountability Framework for 2025-2026 attached hereto is hereby adopted as **Attachment 11.6** to the Contract.

7. All other provisions of the Contract remain unchanged.

TOLEDO SCHOOL FOR THE ARTS:

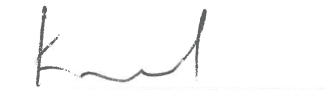


Robert Salem, President

10-9-2025

Date

BOWLING GREEN STATE UNIVERSITY:



Ravi Krovi, Provost and
Senior Vice President

10-14-2025

Date

APPROVED AS TO LEGAL FORM



OFFICE OF GENERAL COUNSEL