

**First Amendment to  
The Community School Contract entered into by  
The Governing Authority of the Phoenix Community Learning Center  
and The Thomas B. Fordham Foundation**

This Amendment is entered into effective as of the \_\_\_ day of May, 2011 by and between The Governing Authority ("Governing Authority") of the Phoenix Community Learning Center (the "Community School") and the Thomas B. Fordham Foundation ("Fordham"), sponsor of the Community School.

WHEREAS, the Governing Authority of the Community School and Fordham, sponsor of the Community School previously entered into a Community School Contract dated May 3, 2010, as modified from time to time ("Sponsorship Contract"); and

WHEREAS, the Governing Authority and Fordham desire to extend the term of the Sponsorship Contract and make other modifications as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereby agree as follows:

1. The first sentence of Article II entitled "Term", is hereby deleted in its entirety and replaced as follows:

The term of this Contract shall be for a period of two (2) year(s) commencing July 1, 2011 and ending June 30, 2013 (the "Term"); provided, however, the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract. This Contract may be renewed by the parties hereto in accordance with the requirements of Section 3314.03(E) of the Code. This Contract is not valid and binding until executed by both parties.

2. Under Article III entitled "Responsibilities of the Governing Authority", the paragraph which begins "In accordance with Ohio Revised Code Section 3314.03(A)(11)(d), the GOVERNING AUTHORITY shall comply with Sections", is hereby deleted in its entirety and replaced as follows:

In accordance with Ohio Revised Code Section 3314.03(A)(11)(d), the GOVERNING AUTHORITY shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.814, 3313.816, 3314.817, 3313.86, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Ohio Revised Code as if it were a school district and comply with Section 3301.0714 of the Revised Code in the manner specified in Section 3314.17 of the Revised Code.

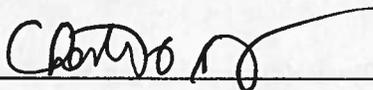
3. The Governing Authority and Fordham represent and affirm that the Sponsorship Contract is in full force and effect and both parties have met all obligations with respect thereto. The parties further represent and affirm that all necessary and proper actions have been taken to authorize and approve this Amendment.

4. The terms and conditions of the Sponsorship Contract not modified herein are reaffirmed as if fully set forth herein. In the event of any conflict or inconsistency between this Amendment and the Sponsorship Contract, the terms and conditions contained in this Amendment shall control and prevail in all respects. This Amendment and the Sponsorship Contract represent the complete understanding of the parties and supersede all previous and contemporaneous written and oral agreements relating to the subject matter hereof. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date set forth above.

**SPONSOR**

Agreed on behalf of The  
Thomas B. Fordham Foundation

By: 

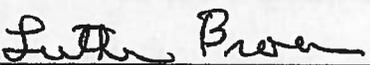
Print Name: Chester E. Finn, Jr.

Title: President

Date: 5/23/11

**GOVERNING AUTHORITY**

Agreed on behalf of the Phoenix  
Community Learning Center

By: 

Print Name: LUTHER BROWN

Title: PRESIDENT OF BOARD

Date: May 16, 2011