

**The Community School Contract entered into by the
Governing Authority of Dayton Leadership Academies –
Dayton Liberty Campus and the Thomas B. Fordham
Foundation**

Dated as of May 11, 2010

COMMUNITY SCHOOL CONTRACT

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For

Dayton Leadership Academies – Dayton Liberty Campus

This Community School Contract (the "Contract") is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code effective July 1, 2010 by and between the Thomas B. Fordham Foundation (hereinafter the "SPONSOR") and the Alliance Community Schools Governing Authority (hereinafter the "GOVERNING AUTHORITY") of Dayton Leadership Academies – Dayton Liberty Campus located at 4401 Dayton Liberty Road, Dayton, Ohio 45417 (hereinafter the "Community School").

The names and business addresses of the individuals who currently make up the GOVERNING AUTHORITY of the Community School, which is responsible for carrying out the provisions of this Contract, are attached hereto as Exhibit 7.

Article I. Purpose

The purpose of this Contract is to ensure that the Community School provides a high-quality education to its students and contributes significantly to Ohio's effort to provide quality education options to needy children via a strong community-school program.

This Contract authorizes the continued operation of the Community School pursuant to Chapter 3314 of the Ohio Revised Code (the "Code"). Such school shall be a public school, independent of the Dayton Public School District and is part of the state education program. Pursuant to Ohio Revised Code Section 3314.01, the Community School may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the school. The GOVERNING AUTHORITY of the Community School may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Ohio Revised Code Chapter 3314, other statutes applicable to community schools and the terms of this Contract. The Community School is educating children in grade or age equivalent grade levels K-8.

In approving this Contract, the SPONSOR voluntarily exercises powers given to it to sponsor community schools. Nothing in this Contract shall be deemed to be any waiver of the SPONSOR'S autonomy or powers.

The Community School may not use the name of the SPONSOR or any assumed name, trademark, division or affiliation of the SPONSOR in any of the Community School's or the GOVERNING AUTHORITY promotional advertising, contracts, or other materials without the SPONSOR'S prior written consent, except that the Community School or the GOVERNING AUTHORITY may include the following statement in such materials, "Dayton Leadership Academies – Dayton Liberty Campus is sponsored by the Thomas B. Fordham Foundation".

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Article II. Term

The term of this Contract shall be for a period of 1 year commencing July 1, 2010 and ending June 30, 2011 (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.

In the event the GOVERNING AUTHORITY desires to renew this Contract, the GOVERNING AUTHORITY shall provide to the SPONSOR an application to renew this Contract no later than November 30 in the calendar year prior to expiration of this Contract, unless such date is waived by the SPONSOR at its sole discretion (the "Renewal Application"). The Renewal Application shall contain:

1. a report of the progress of the Community School in achieving the educational objectives set forth in the charter;
2. a detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the Community School that will allow a comparison of such costs to other schools, both public and private;
3. copies of each of the Annual Reports of the Community School, including the Ohio Department of Education report cards for the Community School and the certified financial statements;
4. evidence of parent and student satisfaction; and
5. such other material and information as is required by the SPONSOR.

When considering Contract renewal, the Sponsor will examine the Community School's performance during the term of this Contract and the previous contract for sponsorship between the Thomas B. Fordham Foundation and the GOVERNING AUTHORITY of Dayton Leadership Academies – Dayton Liberty Campus, effective July 1, 2005 – June 30, 2010, including but not limited to fidelity to this Contract and all Exhibits. The Sponsor will examine with particularity the Community School's fidelity to Exhibit 1 (Education Plan) and the school's performance against the requirements of Exhibit 4 (Academic Performance Plan).

The renewal or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Ohio Revised Code §3314.07. The SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application within one hundred eighty (180) days after receipt of such Renewal Application but under no circumstances later than ninety (90) days prior to the expiration date of this Contract. In the event that renewal is not approved, then the parties to this Contract shall fulfill their respective obligations hereunder to the end of the term pursuant to Articles II and XI of this Contract. Notwithstanding any obligations pursuant to Article X, once the GOVERNING AUTHORITY has received notice of a non-renewal decision, the GOVERNING AUTHORITY is free to contact other sponsors

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within the state. In the event that the Renewal Application is granted, the SPONSOR may enter into a proposed contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a Renewal Application.

If the Community School does not intend to renew this Contract with the SPONSOR, the Community School shall notify the SPONSOR in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Contract pursuant to Article X of this Contract. The Community School may enter into a Contract with a new SPONSOR in accordance with Ohio Revised Code §3314.03 upon the expiration of this Contract.

Article III. Responsibilities of the GOVERNING AUTHORITY

The GOVERNING AUTHORITY agrees to comply with provisions established under Chapter 3314 of the Ohio Revised Code applicable to community schools. Pursuant to Section 3314.02 all members of the Governing Authority must be eligible to serve in such capacity. In accordance with Section 3314.03 of the Code, the Community School agrees that it will remain in good standing as a non-profit, public benefit corporation pursuant to Chapter 1702 of the Revised Code for the entire term of this Contract.

The Community School shall be located within the Dayton public school district.

In accordance with Section 3314.05(A) of the Code, the GOVERNING AUTHORITY agrees that any facility used for a community school shall meet all health and safety standards established by law for school buildings and agrees to remain compliant with all health and safety standards established by law for school buildings for the entire term of this Contract. The GOVERNING AUTHORITY agrees, in the event the Community School wishes to change locations and/or facilities, to acquire a new Letter of Approval pursuant to Article VII of this Contract.

The GOVERNING AUTHORITY agrees that it shall notify the SPONSOR immediately as to any of the following: any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance; any allegation that the GOVERNING AUTHORITY or the lessor has breached any lease, deed or other land use agreement concerning the physical plant; any proposal to move the Community School from its current location specified in this Contract to another location or from its current facility to another.

The GOVERNING AUTHORITY represents that its Commercial General Liability policy expressly covers Corporal Punishment Liability and Athletic Participation Medical Liability. In addition to any existing insurance policies, the GOVERNING AUTHORITY agrees to negotiate in good faith with SPONSOR to determine the types and amounts of other insurance policies that it shall acquire and maintain in place. At a minimum, however, the GOVERNING AUTHORITY agrees to maintain insurance policies for the following types and amounts of coverage: commercial general liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; automobile liability insurance of at least one million dollars (\$1,000,000); employee dishonesty insurance with limits

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of at least five hundred thousand dollars (\$500,000); and educators legal liability insurance (which shall include coverage of trustees and officers of the Community School) with limits of at least one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) aggregate. The GOVERNING AUTHORITY agrees to take all appropriate action to ensure that the SPONSOR is listed as an additional named insured on each of these insurance policies.

No later than fifteen (15) days following the date of this Contract, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall contain a provision requiring notice to the SPONSOR, at least thirty (30) days in advance, of any material change, non-renewal, or termination, to the attention of President, The Thomas B. Fordham Foundation, 1016 16th Street, NW, 8th Floor, Washington, D.C. 20036 or such other address designated by the SPONSOR with copies to Thomas B. Fordham Foundation, 400 East Fifth Street, Suite C, Dayton, OH 45402, Attn: Director of Community School Sponsorship and to Thomas A. Holton/Charles Y. Kidwell, Porter, Wright, Morris & Arthur LLP, Suite 1600, One South Main Street, Dayton, Ohio 45402-2028.

To the fullest extent permitted by law, the GOVERNING AUTHORITY and Community School shall indemnify, defend and hold harmless the SPONSOR and any successor entity thereto and their respective members, officers, directors, trustees, employees, agents, affiliates and representatives, past and present, (collectively "the Sponsor Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy or use of the property by the Community School, GOVERNING AUTHORITY and its faculty, students, patrons, employees, guests or agents; or (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise by the GOVERNING AUTHORITY, Community School, its faculty, officers, students, patrons, employees, guests or agents; or (iii) a violation of any law, statute, code, ordinance or regulation by the GOVERNING AUTHORITY, Community School, its faculty, officers, students, patrons, employees, subcontractors guests or agents and/or any breach, default, violation or non-performance by the GOVERNING AUTHORITY, Community School of any term, covenant, condition, duty or obligation provided in this Contract.

These indemnification, defense and hold harmless obligations shall survive the termination of this Contract for a period of five years. Notwithstanding the expiration, termination or nonrenewal of this Contract, the GOVERNING AUTHORITY and Community School agree that the insurance coverage requirements under this Article and the duty to indemnify described herein, shall continue in force and effect with respect to any claim, action, expense (including attorney fees), damage or liability arising out of, connected with, or resulting from the operation of the Community School by the GOVERNING AUTHORITY for a period of five years after termination of this Contract. Any indemnified parties shall have the right, at its own expense, to participate in the defense of any suit without relieving the indemnifying party of any of its obligations hereunder.

The GOVERNING AUTHORITY shall request a Bureau of Criminal Identification and Investigation ("BCI&I") criminal records check for each newly elected and/or appointed

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GOVERNING AUTHORITY member. If any member fails to pass the criminal records check, their appointment to the GOVERNING AUTHORITY shall be void. The results of each criminal records check for the GOVERNING AUTHORITY members shall be provided to the SPONSOR upon request.

In accordance with Section 3319.39 of the Code, the GOVERNING AUTHORITY shall request a BCI&I criminal records check with respect to teachers and any applicant who has applied to the Community School for employment in any position involving the care, custody, or control of a child. Any such applicants shall not be hired until the GOVERNING AUTHORITY receives a favorable criminal records check for that applicant from BCI&I.

Upon request of the SPONSOR, the GOVERNING AUTHORITY shall provide proof of occupancy, fire inspection, health and safety inspection, lease or purchase verification, liability insurance, BCI&I records checks of all staff, and valid teaching certification of staff. Proof of occupancy shall be satisfied by the GOVERNING AUTHORITY providing to the SPONSOR any permanent, interim or temporary certificate of occupancy issued by the government agency having jurisdiction over the same. Proof of teacher certification shall be satisfied by the GOVERNING AUTHORITY providing to the SPONSOR any temporary or permanent teaching certificate/license issued by the Ohio Department of Education.

In accordance with Ohio Revised Code Section 3314.03(A)(10), the GOVERNING AUTHORITY agrees to hire classroom teachers who are licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code and may employ other persons as are necessary to carry out and fulfill its mission pursuant to Section 3314.01(B) of the Ohio Revised Code. In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY hereby represents that all individuals who teach in the Community School during the term of this Contract shall: (i) hold a license to teach in a public school in Ohio under Sections 3319.22 to 3319.31 of the Ohio Revised Code; or (ii) be in the process of obtaining a license to teach in a public school in Ohio under the conditional or alternative path to licensure set forth under Ohio law. The GOVERNING AUTHORITY represents that any individual teaching at the Community School under this option shall complete the conditional or alternative path to licensure not later than two (2) years after beginning to teach at the Community School. The Community School may engage non-certified persons to teach up to twelve (12) hours per week pursuant to Section 3319.301 of the Ohio Revised Code. The requirement of certification or licensure may be fulfilled by obtaining either a teaching certificate/license or temporary teaching certificate/license issued by the Ohio Department of Education.

In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY represents that any individual who provides a service other than teaching to students at the Community School, and for which a license is required under Ohio law, shall have the appropriate license to provide the service in Ohio.

In accordance with Ohio Revised Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student, without a legitimate excuse, fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to

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the student. Such policy shall provide for withdrawing the student by the end of the thirtieth (30th) day after the student has failed to participate. In accordance with Ohio Revised Code Section 3314.03(A)(11)(a), the Community School shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year.

In accordance with Ohio Revised Code Section 3314.03(A)(11)(c), the Community School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

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, 149.433, 2151.357, 2151.358, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.56, 3302.041 , 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, 3313.86, 3313.96, 3319.073, 3319.313, 3319.314, 3319.315, 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, 3737.73, 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.

In accordance with Ohio Revised Code Section 3314.03(A)(11)(e), the GOVERNING AUTHORITY shall comply with Chapter 102 and Section 2921.42 of the Ohio Revised Code.

In accordance with Ohio Revised Code Section 3314.03(A)(11)(h), the GOVERNING AUTHORITY shall comply with Section 3313.801, as if it were a school district.

In accordance with Ohio Revised Code section 3314.03(25), the school will open for operation not later than September 30.

The GOVERNING AUTHORITY represents that the school director, principal or the superintendent of the Community School is a non-voting member of the Governing Authority.

The GOVERNING AUTHORITY represents that the GOVERNING AUTHORITY will disclose any actual or potential conflict between any member of the GOVERNING AUTHORITY in his/her individual capacity and the Community School.

The GOVERNING AUTHORITY further represents that the GOVERNING AUTHORITY will disclose any actual or potential conflicts, including, but not limited to, disclosure of any legal obligations such as employment or professional services contracts between any individual employed by or retained as a consultant by the GOVERNING AUTHORITY and the Community School.

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The Community School and GOVERNING AUTHORITY will comply with Section 3302.04 of the Code to the extent possible, except any action required to be taken by a school district pursuant thereto shall be taken by the SPONSOR, provided, however, the SPONSOR is not required to take action under Section 3302.04(F) of the Code.

The Community School represents that, to its knowledge, its name does not violate or infringe upon the intellectual property rights of any third party.

As consideration for the sponsorship of the Community School by the SPONSOR, the GOVERNING AUTHORITY or, as directed, the Community School will pay a 2% (two percent) sponsorship fee (the "Sponsorship Fee") to the SPONSOR, on or before the 10th day of the month for the term of this Contract. The Sponsorship Fee shall be the specified percentage of the total state foundation payment, based upon student enrollment, received by the Community School. The total state foundation payment is defined under the applicable regulations promulgated by the office of Community Schools of the Ohio Department of Education in accordance with applicable provisions of Ohio law. For purposes of this Contract and calculation of the sponsorship fee payable by the GOVERNING AUTHORITY to the SPONSOR pursuant to this article of this Contract, the components of total state foundation payment are the state formula amount, disadvantaged pupil impact aid (DPIA), parity aid and special education.

If the Community School is rated "Effective" or "Excellent" *and* meets Adequate Yearly Progress requirements, *and* did not have findings for recovery issued against the school, its GOVERNING BOARD, employees or treasurer for the most recently released audit(s) or such finding for recovery issued are deemed in Sponsor's discretion to be de minimus, unwarranted or unrelated to the Community School *and* the school was 80% or more in compliance as per documentation required in AOIS and on site visits, the Community school will receive a rebate according to the following schedule:

Enrollment	Rebate/Effective	Rebate/Excellent
50-249	\$2,500	\$5,000
250-499	\$5,000	\$7,500
500+	\$7,500	\$10,000

If the audit of the Community School for the most recent school year has not been released by the Auditor of State, within 365 days of commencement of said audit, award of any rebate is solely within the discretion of the SPONSOR.

The Community School and the GOVERNING AUTHORITY agree to cooperate with and assist the SPONSOR or its designee in providing the access, information, and data the SPONSOR requires at the SPONSOR'S sole discretion. The Community School and the GOVERNING AUTHORITY understand and agree that the SPONSOR may contract with a third party, who will be a third party beneficiary of this Contract, to perform the SPONSOR'S oversight functions pursuant to this Contract.

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The Community School may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Community School is for the benefit of the SPONSOR.

A. Educational Plan:

The GOVERNING AUTHORITY agrees to comply with the policies and provisions described in the educational plan ("Educational Plan") of the Community School, including but not limited to the school's mission; the ages and grades of students; the characteristics of the students the Community School expects to attract; the focus of the curriculum and academic calendar and instructional schedule for a typical school day.

In accordance with Section 3314.03(A)(23) of the Code, the GOVERNING AUTHORITY agrees to set forth in Exhibit 1 a description of both classroom-based and non-classroom based learning opportunities in compliance with the criteria set forth in Section 3314.08(L)(2) of the Code. The GOVERNING AUTHORITY represents that the Educational Plan attached hereto as Exhibit 1, and incorporated by reference as if fully written herein, will lead to attainment of the state and federal law requirements for school performance and the achievement and academic goals specified in Exhibit 4.

B. Financial Plan:

In accordance with Section 3314.03(A)(15), the GOVERNING AUTHORITY agrees to comply with the financial plan ("Financial Plan") of the Community School, which details an estimated school budget for each year of the period of this Contract, specifies the total estimated per pupil expenditure amount for each such year, and describes the financial policies, procedures and internal financial controls of the Community School. The GOVERNING AUTHORITY shall calculate and report the estimated per pupil expenditure amount that will be used for purposes of funding calculations under Section 3314.08 of the Ohio Revised Code. This base formula amount for any year shall not exceed the dollar formula amount defined under Section 3317.02 of the Ohio Revised Code. The GOVERNING AUTHORITY'S financial plan may also specify, for any year, a percentage figure to be used for reducing the per pupil amount of disadvantaged pupil impact aid the Community School is to receive that year under Section 3314.08 of the Ohio Revised Code. Said Financial Plan is attached hereto as Exhibit 2, and is incorporated by reference as if fully written herein.

In accordance with Section 3314.03(A)(8), the GOVERNING AUTHORITY shall require financial records of the Community School to be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of State, and the audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code. The GOVERNING AUTHORITY agrees to comply with the requirements for financial audits by the Auditor of the State.

In accordance with Section 3314.011 of the Code, the GOVERNING AUTHORITY shall have a designated fiscal officer for the Community School who meets all of the requirements set forth in Section 3314.011.

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The GOVERNING AUTHORITY shall provide the SPONSOR with financial reports every month. Financial reports will be submitted in the form and format requested by the SPONSOR and, at a minimum, shall include cashflow and income statements and balance sheet information. The GOVERNING AUTHORITY will allow the SPONSOR to monitor the School's operations at the request of the SPONSOR.

The Community School will undergo an annual audit performed by state auditor's office or a certified public accountant and provide a copy of the audit and management letter to the SPONSOR within ten (10) days of receipt of the audit by the school. The GOVERNING AUTHORITY will provide copies of any audits and management letters, upon request, to any other state agency or office that requests a copy of the audit. The GOVERNING AUTHORITY will submit copies of all state issued audits and management letters to SPONSOR within 2 (two) business days of receipt of the same by the GOVERNING AUTHORITY.

The GOVERNING AUTHORITY will conduct an inventory of all school assets and their value, as of the date the inventory was conducted, and submit a copy of the inventory to SPONSOR by September 30.

The GOVERNING AUTHORITY will submit an annual IRS form 990, and provide a copy to the SPONSOR.

The GOVERNING AUTHORITY will submit to the SPONSOR, by the dates set forth in Ohio Administrative Code section 3301-92-04, the same Five Year Budget Forecasts that are required to be submitted to the board of education pursuant to that section.

C. Governance and Administrative Plan:

The GOVERNING AUTHORITY agrees to comply with the policies and procedures for the management and administration of the Community School as set forth in the governance and administrative plan ("Governance and Administrative Plan"), which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

The GOVERNING AUTHORITY agrees that it will be comprised of at least five (5) voting members, and that a quorum of the board will consist of the requisite number of members specified by the GOVERNING AUTHORITY'S Code of Regulations, Bylaws or the Ohio Revised Code. The GOVERNING AUTHORITY agrees that it will not have less than ten (10) regularly scheduled and periodic monthly meetings per year, absent extenuating or extraordinary circumstances, and that voting members will attend scheduled meetings, participate and be engaged as a member of the Governing Authority each year. Additionally, the GOVERNING AUTHORITY agrees to comply with the procedures by which the members of the GOVERNING AUTHORITY of the Community School will be selected in the future as set forth in the Governance and Administrative Plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein. Failure to maintain at least five (5) voting members on a regular basis may result in SPONSOR taking action under Section D (Accountability) of Article III (Responsibilities of the Governing Authority), Article VIII

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(Probationary Status), Article IX (Suspension of Operation) or Article X (Expiration/Termination of Contract) of this Contract.

The GOVERNING AUTHORITY agrees that any voting member of the GOVERNING AUTHORITY will recuse him/herself and not participate in any decisions or deliberations involving any spouse, blood relative or business associate who is an employee of the school, any employee of a management organization or a vendor that services the school, or any independent contractor servicing the school. Servicing the school is defined as any work that relates to the educational mission, operations or governance of the school. The approved minutes of the Governing Authority will specifically evidence these recusals and reason therefore.

The GOVERNING AUTHORITY agrees to provide notices to students, parents, employees and the general public indicating that all of the Community School's educational programs are available to its students without regard to race, creed, color, national origin, sex or disability. Further, the Community School shall provide a non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms and promotional materials other than radio advertisements.

In accordance with Section 3314.03(A)(12), the GOVERNING AUTHORITY agrees to make arrangements for providing health and other benefits to employees as set forth in the Governance and Administrative Plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

The GOVERNING AUTHORITY agrees to comply with the admission procedures as set forth in Section 3314.06 of the Ohio Revised Code. In accordance with Section 3314.03(A)(19) of the Code, the GOVERNING AUTHORITY agrees to adopt an enrollment policy regarding the admission of students who reside outside the district in which to Community School is located. The policy shall comply with the admissions procedures as specified in Section 3314.06 of the Ohio Revised Code.

In accordance with Section 3314.03(A)(7) of the Code, the GOVERNING AUTHORITY agrees to comply with the portion of its Governance and Administrative Plan, attached hereto as Exhibit 3 and incorporated by reference as if fully written herein, which sets forth the ways by which the Community School will achieve racial and ethnic balance reflective of the community it serves.

In accordance with Section 3314.03(A)(6) of the Code, the GOVERNING AUTHORITY agrees to comply with the dismissal procedures as set forth in the Governance and Administrative plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

In accordance with Section 3314.03(A)(16) of the Code, the GOVERNING AUTHORITY agrees to comply with the requirements and procedures regarding the disposition of employees of the Community School in the event this Contract is terminated or not renewed pursuant to Section 3314.07 of the Code, as set forth in the Governance and Administrative Plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

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In accordance with Section 3314.10 of the Code, the GOVERNING AUTHORITY agrees that the employment of teachers and non-teaching personnel by the Community School shall be as set forth in the Governance and Administrative Plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein, and said employment shall be subject to either Chapter 3307 or Chapter 3309 of the Ohio Revised Code, whichever is applicable, and the Community School shall carry out all of the duties of an employer specified therein.

The GOVERNING AUTHORITY agrees to participate in the sponsorship information management system (AOIS) developed by the SPONSOR, including but not limited to: (i) the participation of Community School staff in all required training, and (ii) timely response to all information requests related to the sponsorship information management system.

The GOVERNING AUTHORITY agrees to report to the SPONSOR, by August 1, any updates to the composition of the board. This report shall include the names, addresses (including electronic mail), and phone numbers of the GOVERNING AUTHORITY members, as well as the identified officers and meeting schedule of the GOVERNING AUTHORITY.

The GOVERNING AUTHORITY agrees to notify the SPONSOR in writing within seven (7) business days that an existing GOVERNING AUTHORITY member resigns or a new GOVERNING AUTHORITY member is appointed.

D. Accountability Plan:

The GOVERNING AUTHORITY agrees to assess student achievement of academic goals using the methods of measurement identified in the Academic Performance Plan ("Academic Performance Plan"), which is attached hereto as Exhibit 4, and incorporated by reference as if fully written herein. Such methods shall include the administration of Ohio's proficiency tests, achievement tests, diagnostic assessments, or any other statutory testing established for Ohio's students. The SPONSOR and GOVERNING AUTHORITY further agree to comply with any and all statutory amendments regarding student achievement and testing governing community school students as if such amendments were specifically set forth in this Contract.

The GOVERNING AUTHORITY agrees to comply with all requirements of the federal No Child Left Behind Act ("NCLB"), and any amendments or reauthorization thereof, including but not limited to highly qualified teacher, public school choice and supplemental education services requirements, and corrective action and restructuring mandates. The GOVERNING AUTHORITY will provide SPONSOR with a written description of all actions it has taken to comply with applicable NCLB requirements by October 31.

In accordance with Section 3314.03(A)(11)(g) of the Code, the GOVERNING AUTHORITY shall submit to the SPONSOR, to the parents of all students enrolled in the Community School, within four months after the end of each school year a report (an annual report) of its activities and progress in meeting the goals and standards for each of the following:

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- The mission statement of the Community School
- Academic performance goals and requirements, as contained in Exhibit 4; and
- Financial status, including cashflow statements, income statements, balance sheet information, and independent and state fiscal audit results; and
- General school information and statistics, including but not limited to, grade levels served, total enrollment, enrollment by grade, student demographics (specifically disaggregated for sub-groups by percentage, including number economically disadvantaged, race/ethnicity, gender and students with disabilities), total teachers, number of teachers by grade and subject, teacher demographics (specifically disaggregated for sub-groups by race/ethnicity and gender), extracurricular activities offered, community partnerships (specifically, a list of partner organizations and a description of the services and/or goods they provide to the school), school contact information (including address, website and telephone), and list of governing authority members and their titles (e.g., chairperson, secretary); and
- A written description of all actions the Community School has taken to comply with applicable No Child Left Behind (NCLB) requirements by October 31.

The GOVERNING AUTHORITY acknowledges that timely reporting of data and timely response to requests from oversight bodies, including but not limited to the SPONSOR, Ohio Auditor of State and Ohio Department of Education are of paramount importance.

Article IV. Responsibilities of the SPONSOR

Pursuant to Section 3314.015(B) of the Code, the SPONSOR shall perform its obligations under this Contract consistent with its obligations under its written agreement with the Ohio Department of Education as well as Section 3314.03(D) of the Code; specifically, the SPONSOR shall: (1) monitor the community school's compliance with all laws applicable to the school and with the terms of this Contract; (2) monitor and evaluate the academic and fiscal performance and the organization and operation of the community school on an annual basis; (3) report, by November 30, the results of the evaluation conducted under division (D)(2) of this section to the department of education and to the parents of students enrolled in the community school; (4) provide technical assistance to the community school in complying with laws applicable to the school and terms of this Contract; (5) take steps to intervene in the school's operation, to the extent reasonable and within available resources, to correct problems in the school's overall performance, declare the school to be on probationary status pursuant to section 3314.073 of the Revised Code, suspend the operation of the school pursuant to section 3314.072 of the Revised Code, or terminate this Contract pursuant to section 3314.07 of the Revised Code as determined necessary by the sponsor; and, (6) have in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.

The Sponsor agrees to comply with the standards by which the success of the Community School will be evaluated, as set forth in Exhibit 4, which is attached hereto, and incorporated by reference as if fully written herein. The duties of the SPONSOR shall be in accordance with the written agreement between the SPONSOR and the Ohio Department of Education.

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The SPONSOR will not require the GOVERNING AUTHORITY and/or Community School to purchase, contract to purchase or use any supplemental services (treasury services, financial management services, etc.) offered by the SPONSOR or any affiliate of the SPONSOR.

The SPONSOR shall request a Bureau of Criminal Identification and Investigation ("BC&I") criminal records check for full time employees of SPONSOR who will be on-site at the Community School. Any employee or agent who fails to pass the criminal records check shall not be permitted on-site at the Community School.

To the fullest extent permitted by law, the SPONSOR shall indemnify, defend and hold harmless the Community School and any successor entity thereto and its respective GOVERNING AUTHORITY, members, officers, directors, trustees, employees, agents, affiliates and representatives, past and present, (collectively "the Community School Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorneys' fees arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) any act or omission to act, whether negligent, willful, wrongful or otherwise by the SPONSOR, its officers, employees, subcontractors, guests or agents; or (ii) a violation of any law, statute, code, ordinance or regulation by the SPONSOR, its officers, employees, subcontractors, guests or agents and/or any breach, default, violation or non-performance by the SPONSOR of any term, covenant, condition, duty or obligation provided in this Contract or the State Contract (excluding any such claim for indemnification derived from a previous breach, default, violation or nonperformance by the Community School or GOVERNING AUTHORITY of any law, statute, code, ordinance, regulation, or any term, covenant, condition, duty or obligation required to be performed by law or this Contract).

These indemnification, defense and hold harmless obligations shall survive the termination of this Contract for a period of five years. Any of the Community School Indemnitees shall have the right, at its own expense, to participate in the defense of any suit without relieving the SPONSOR of any of its obligations hereunder.

Article V. Compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Improvement Act of 2004

The GOVERNING AUTHORITY shall comply with all the provisions set forth in the Americans with Disabilities Act, and shall not exclude a qualified individual with a disability by reason of such disability, from participation in any programs or activities of the Community School, or subject such qualified individual to discrimination by the Community School.

The GOVERNING AUTHORITY shall ensure that all facilities meet the requirements of the Americans with Disabilities Act and that all education programs are accessible to individuals with a disability.

The GOVERNING AUTHORITY shall comply with all of the provisions set forth in Section 504 of the Rehabilitation Act of 1973 and shall not exclude a qualified handicapped

COMMUNITY SCHOOL CONTRACT

person, on the basis of such handicap, from participation in any programs or activities of the Community School and shall provide free appropriate public education to such qualified handicapped person.

The GOVERNING AUTHORITY shall comply with all of the provisions set forth in the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) and failure to so comply may result in probation, suspension or termination under this Contract.

Notwithstanding the foregoing, nothing in this Article is, or shall be construed to be, a waiver of any exceptions, exclusions or other rights that the GOVERNING AUTHORITY may have or may avail itself of under the Americans with Disabilities Act, the Rehabilitation Act of 1973 or any other applicable state or federal law.

Article VI. Site Visits

The GOVERNING AUTHORITY agrees to permit the SPONSOR to conduct site visits as determined necessary by the SPONSOR.

Article VII. Letter of Approval to Operate

Should the GOVERNING AUTHORITY elect to move the Community School to a new location, the GOVERNING AUTHORITY agrees that it shall neither commence school operations nor begin classes for students in the new location until it has received a letter of approval to operate ("Letter of Approval") issued by the SPONSOR, the requirements of which are attached hereto as Exhibit 5, and incorporated by reference as if fully written herein, and any other health and safety certificates or documentation required by the appropriate governmental agency. The SPONSOR shall issue to the GOVERNING AUTHORITY a Letter of Approval within seven (7) business days after receipt of the required documentation. If the GOVERNING AUTHORITY receives no response from the SPONSOR within fourteen (14) business days after receipt of all the required documentation, the GOVERNING AUTHORITY shall be authorized to begin classes.

Once classes begin, the Community School may continue to hold classes for students until such time that its Certificate of Occupancy or Temporary Certificate of Occupancy and/or any other required health and safety certificate is revoked by a governmental agency due to violations of health and safety standards, or until such time as school operations are suspended pursuant to this Contract and Ohio law, or this Contract otherwise terminates or expires pursuant to the provisions herein.

The parties to this Contract understand and agree that the provisions of Article VII of this Contract do not restrict or alter the SPONSOR'S authority to suspend the operation of the Community School in accordance with Article IX of this Contract and Ohio law.

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Article VIII. Probationary Status

In lieu of termination of this Contract or suspension of the operation of a Community School, the SPONSOR may, after consultation with the GOVERNING AUTHORITY of a Community School under its sponsorship, declare in written notice to the GOVERNING AUTHORITY that the Community School is in a probationary status for the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School;
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the student performance requirements specified in Exhibit 4 of this Contract and achievement or academic requirements specified in Exhibit 4 of this Contract;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

The notice shall specify the conditions that warrant probationary status. Upon receipt of this notice, the GOVERNING AUTHORITY shall submit in writing reasonable assurances to the satisfaction of the SPONSOR, within ten (10) business days of receipt of the SPONSOR'S notice of the Community School being placed on probation, that the GOVERNING AUTHORITY can and will take actions necessary to remedy the conditions that have warranted such probationary status pursuant to this Article. Upon review by the SPONSOR of the assurances, if the assurances provided by the GOVERNING AUTHORITY are not sufficient this Contract may be terminated or operations of the school may be suspended pursuant to Article IX of this Contract.

If the SPONSOR approves the written proposed remedy submitted by the GOVERNING AUTHORITY, then the Community School shall remain on probationary status and the SPONSOR shall monitor the actions taken by the GOVERNING AUTHORITY to remedy the conditions that have warranted probationary status as specified by the SPONSOR and, if the SPONSOR at any time finds that the GOVERNING AUTHORITY is no longer able or willing to remedy those conditions to the satisfaction of the SPONSOR, the SPONSOR may take further action under Section 3314.073, including taking over the operation of the Community School, or suspending the operation of the Community School.

Except in cases determined by the Sponsor, in its discretion, to be of such an extreme nature so as to require immediate remedy (e.g., financial insolvency or severe education programmatic inadequacy of the Community School) a Community School placed on probation pursuant to Article VIII of this Contract may remain in operation on probation for the remainder of the school year in which the notice of probation was received by the GOVERNING

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AUTHORITY, unless or until the Community School closes and ceases to operate for ten (10) consecutive business days during the period of probation for reasons other than closures scheduled on the academic calendar or force majeure events.

If such status is declared, the probationary status shall not extend beyond the end of the current school year. The probationary status under this Article VIII and the suspension of operation of the Community School under Article IX are separate and distinct actions available to the SPONSOR under this Contract. Nothing herein shall preclude the SPONSOR from taking action under Article IX for suspension of operation of the Community School during the pendency of any probationary status or period for such imposed on the Community School under Article VIII.

Notwithstanding the foregoing, before taking action under Articles VIII or IX the SPONSOR shall endeavor through reasonable efforts to inform, in the form of a warning, the GOVERNING AUTHORITY and Community School of areas of noncompliance that may warrant probationary status. The SPONSOR shall not have an affirmative legal obligation to provide a warning in lieu of action under Articles VIII or IX but does hereby agree to provide such as an additional form of corrective action where, in the SPONSOR'S sole discretion, circumstances so warrant.

Article IX. Suspension of Operation

If SPONSOR suspends the operation of the Community School pursuant to the procedures set forth in this Article IX, the GOVERNING AUTHORITY shall not operate the Community School while the suspension is in effect.

Upon the GOVERNING AUTHORITY'S receipt of the notice of suspension, the GOVERNING AUTHORITY shall immediately notify the employees of the Community School and the parents of the students enrolled in the Community School of the suspension and the reasons for the suspension, and shall cease all school operations on the next business day. Any such suspension shall remain in effect until the SPONSOR notifies the GOVERNING AUTHORITY that it is no longer in effect.

A. Health and Safety

1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
2. If at any time public health and safety officials inspect the facilities of the Community School, such officials have the authority to order the facilities closed for noncompliance.
3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings and pose

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an imminent danger to the health and safety of the school's students and employees, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.

4. If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential termination of this Contract.
5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, then the Community School may reopen following notification by the SPONSOR that such suspension is no longer in effect.

B. Other

The SPONSOR may also suspend the operation of the Community School for the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School;
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the student performance requirements specified in Exhibit 4 of this Contract and achievement or academic requirements specified in Exhibit 4 of this Contract;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

Prior to suspension for one or more of the five reasons set forth in paragraphs (B)(1) through (B)(5) above, the SPONSOR must first issue to the GOVERNING AUTHORITY written notice of the SPONSOR'S intent to suspend the operation of this Contract. Such notice shall explain the reasons for the SPONSOR'S intent to suspend operation of this Contract and shall provide the GOVERNING AUTHORITY with five (5) business days to submit to the SPONSOR a written proposal to remedy the conditions cited as reasons for the suspension. The SPONSOR shall promptly review any proposed remedy timely submitted by the GOVERNING AUTHORITY and either approve or disapprove the proposed remedy.

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If the SPONSOR disapproves the remedy proposed by the GOVERNING AUTHORITY, or if the GOVERNING AUTHORITY fails to submit a proposed written remedy in the manner prescribed by the SPONSOR, or if the GOVERNING AUTHORITY fails to implement the remedy as approved by the SPONSOR, the SPONSOR may suspend the operation of the Community School.

If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential termination of this Contract.

Upon the GOVERNING AUTHORITY'S receipt of the notice of suspension, the GOVERNING AUTHORITY shall (i) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records, during the suspension; (ii) provide the means and capability to access Community School records, including student records, to the SPONSOR'S representative, as designated in writing, and (iii) fully cooperate with the SPONSOR'S designated representative, who shall have unrestricted and equal access to Community School records, including student records during the suspension period. During the suspension period, the SPONSOR'S designated representative shall have access to and may remove Community School records, including student records, if, in the sole discretion of the SPONSOR, the representative of the Governing Authority fails to timely provide such records, following a legitimate request, or for any reason if the Community School remains under suspension and is not fully operational for a period of ten (10) weekdays.

C. Termination Resulting from the Suspension of School Operations

In accordance with Article X of this Contract and Ohio law, the SPONSOR may choose to terminate this Contract prior to its expiration if the SPONSOR has suspended the operation of this Contract.

Article X. Expiration/Termination of Contract

The expiration of this Contract between the SPONSOR and the GOVERNING AUTHORITY shall be the date provided above, provided, however, the GOVERNING AUTHORITY may terminate this Contract upon one hundred eighty (180) days written notice to the Sponsor of its intent to enter into a community school contract with a successor sponsor approved to be a sponsor of community schools by the Ohio Department of Education. If the SPONSOR decides to terminate this Contract prior to its expiration, then at least ninety (90) days prior to the termination of this Contract the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate this Contract pursuant to Ohio Revised Code

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Section 3314.07. The SPONSOR may choose to terminate this Contract prior to its expiration for any of the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School;
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the student performance requirements specified in Exhibit 4 of this Contract and achievement or academic requirements specified in Exhibit 4 of this Contract;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law;
5. The Community School is insolvent or is bankrupt;
6. The Community School has insufficient enrollment to successfully operate a community school, or the Community School has lost more than fifty percent (50%) of its student enrollment from the previous school year;
7. The Community School defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY;
8. The Community School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR'S issuance of this Contract or other legally binding document executed by the parties to this Contract, or the Community School's reporting requirements under this Contract or applicable law;
9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the Community School's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
10. Other good cause.

The notice shall include the reason for the proposed termination of the Community School in detail, the effective date of the termination or nonrenewal and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an informal hearing before the SPONSOR. Such request shall be in writing. The informal hearing shall be held within seventy (70) days of the receipt of a request for the hearing. Following the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the

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decision to terminate this Contract. The expiration, termination, or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Ohio Revised Code §3314.07.

The termination of this Contract shall be effective upon the occurrence of the later of the following events:

1. Ninety (90) days following the date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate this Contract;
2. If an informal hearing is requested, and as a result of the informal hearing the SPONSOR affirms its decision to terminate this Contract, the effective date of the termination specified in the notice of termination, or if the SPONSOR'S decision is appealed to the State Board of Education (the "State Board"), and the State Board affirms that decision, the date established in the resolution of the State Board affirming the Sponsor's decision.

If the SPONSOR learns that the Community School may receive a designation of "unauditable" from the Ohio Auditor of State, the Community School shall be subject to probationary status, suspension of operations, termination or nonrenewal of this Contract.

Article XI. Contract Termination Contingencies

If the Community School (i) permanently closes and ceases its operation or (ii) closes and ceases to operate, the Community School shall comply with Section 3314.074 of the Revised Code and proceed according to the contract termination contingencies set forth in the Governance and Administration Plan, Exhibit 3, which is attached hereto, and incorporated by reference as if fully written herein.

The GOVERNING AUTHORITY represents that its governing documents provide that, upon dissolution, (i) all remaining assets, except funds received from the Ohio Department of Education, shall be used for nonprofit educational purposes, and (ii) remaining funds received from the Ohio Department of Education shall be returned to the Ohio Department of Education.

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the Community School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus that have been personally financed by teachers or staff.

Upon the GOVERNING AUTHORITY'S receipt of written notice of termination, and throughout the period of Community School operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school closing procedures required by law imposed by or upon the Ohio Department of Education and SPONSOR and perform all obligations necessary thereto, (ii) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all

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Community School records, including student records, (iii) provide the means and capability to access Community School records, including student records, to the SPONSOR'S representative, as designated in writing, and (iv) fully cooperate with the SPONSOR'S designated representative, who shall have unrestricted and equal access to Community School records, including student records during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all Community School records, including student records, in the possession of the Community School and shall grant to the SPONSOR access to records requested by the SPONSOR. The SPONSOR may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the Community School records, including the student records which are within the SPONSOR'S possession; provided that in performing the Governing Authority's statutory or contractual duties, the Sponsor shall comply with Section 3314.015(E), and any procedural guidances published by the Ohio Department of Education, which correspond thereto. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted within seven (7) business days of the school closing to the student's school district of residence.

The GOVERNING AUTHORITY further recognizes the authority of the Ohio Department of Education to take over sponsorship of the Community School in accordance with Section 3314.015(C) of the Code.

Article XII. Governing Law

This Contract shall be governed and interpreted according to the laws of the State of Ohio. This Contract is subject to any and all future changes, amendments or additions to the statutes, rules and procedures applicable to community schools. The SPONSOR and the GOVERNING AUTHORITY hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any term within this Contract that conflicts with the statutory change.

Article XIII. Limitation on Liability/Disclaimer of Liability/Covenant Against Suit

The SPONSOR of the Community School and the officers, directors or employees of the SPONSOR shall be afforded the protections against liability under Code § 3314.07(E) and (F) or any other statutory immunity granted to SPONSOR, now or hereafter.

The parties expressly acknowledge that the Community School is not operating as the agent or under the direction and control of the SPONSOR except as required by law or this Contract and that the SPONSOR assumes no liability for any loss or injury from: (i) the acts and omissions of the Community School, its directors, trustees, officers, agents, subcontractors, independent contractors, representatives or employees; (ii) the use and occupancy of the building or buildings occupied by the Community School or any matter in connection with the condition of such building or buildings; or (iii) any debt or contractual obligation incurred by the

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Community School. The GOVERNING AUTHORITY acknowledges that it is without authority to and will not extend the faith and credit of the SPONSOR to any third party.

The SPONSOR does not assume any liability with respect to any director, trustee, employee, agent, parent, guardian, student, subcontractor or independent contractor of the GOVERNING AUTHORITY, and no such person shall have the right or standing to bring suit against the SPONSOR or any of its trustees, directors, employees, agents, subcontractor or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract.

Article XIV. Assignment

Neither this Contract nor any rights, duties or obligations described herein shall be assigned by either party hereto, without the prior written consent of both parties, which consent shall not be unreasonably withheld, and upon such terms and conditions as the parties may agree. Any assignment without the prior written consent of both parties is void. Notwithstanding the foregoing, the Governing Authority shall have the authority to subcontract its obligations under this Contract to third parties for the management and daily operations of the Community School.

Article XV. Amendments or Modifications

This Contract, and all exhibits hereto, constitute the entire agreement of the parties and may be modified or amended, provided that any such modification is in writing and signed by both parties. The exhibits may be modified by the GOVERNING AUTHORITY and SPONSOR in the interim, pending subsequent approval of all exhibits by the parties. All interim changes and modifications must be necessary for the effective and efficient operation of the Community School and consistent with the purposes and terms of this Contract. Any changes or modifications of this Contract other than as provided herein shall be made and agreed to in writing by the SPONSOR and the GOVERNING AUTHORITY. It is further agreed that any amendments or additions to the laws, rules or regulations cited herein or which are applicable to the operation of a community school will result in a correlative modification of this Contract, without the necessity of a written amendment signed by the parties.

Article XVI. Severability

If any provision of this Contract, or any covenant, obligation or agreement contained herein, is determined by a court of competent jurisdiction to be invalid, unenforceable, and/or contrary to applicable statutory or regulatory provisions under law, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

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Article XVII. No Child Left Behind

To the extent applicable to community schools, the Community School will be subject to the federal rules and regulations for publicly funded schools, as outlined in the No Child Left Behind Act of 2001 and its associated regulations.

Article XVIII. Dispute Resolution Procedure

In accordance with the Ohio Revised Code Section 3314.03(A)(18), disputes involving the GOVERNING AUTHORITY of the Community School and the SPONSOR regarding this Contract shall be placed in writing and resolved in the following manner:

- a. Members of the GOVERNING AUTHORITY shall meet with representatives of the SPONSOR;
- b. Members of the GOVERNING AUTHORITY and the SPONSOR will make a good faith effort to define the issues, clarify any miscommunications and resolve contractual differences;
- c. All agreed terms shall be placed in writing and signed by both parties;
- d. The GOVERNING AUTHORITY or the SPONSOR may initiate this process by providing written notice to the other party of their intent to initiate the dispute resolution process.

In the event the representatives are unable to resolve such disputes on their own accord, then the representatives may engage in nonbinding mediation, using a trained, experienced mediator selected by mutual agreement of the representatives of the SPONSOR, and the representatives of the GOVERNING AUTHORITY. In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the Community School being subject to probationary status, suspension of operations, termination or nonrenewal of this Contract. Notwithstanding the foregoing, nothing herein is intended to supersede or modify the procedures set forth under Article VIII for Probationary Status, Article IX for Suspension of Operation or Article X for Expiration/Termination of Contract.

Article XIX. Discrimination Policy

In carrying out this Contract, the GOVERNING AUTHORITY shall not discriminate against any employee or any applicant for employment based upon race, color, religion, national origin, sex, age or disability.

Article XX. Entire Agreement

The SPONSOR and the GOVERNING AUTHORITY hereby agree that this Contract, including all exhibits and attachments hereto, constitutes the entire agreement and understanding

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of the parties and supersedes all prior agreements and understandings, whether oral or written, with respect to the operation of Community School. No course of prior dealing between the parties shall supplement or explain any terms used in this Contract.

Article XXI. Notice

All notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by nationally recognized overnight courier, or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date delivered.

To Governing Authority:

Governing Authority
Attn: Richard Penry
1416 W. Riverview Ave.
Dayton, OH 45402-6217

Copies to:

Coolidge Wall Co., L.P.A.
Attn: Sam Warwar, Esq.
33 West First Street, Suite 600
Dayton , OH 45402

If to Sponsor:

The Thomas B. Fordham Foundation
Attn: Chester E. Finn, Jr.
1016 16th Street, N.W.
8th Floor
Washington, D.C. 20036

Copies to:

The Thomas B. Fordham Foundation
Attn: Director of Community School Sponsorship
400 E. Fifth Street
Suite C
Dayton, OH 45402

Porter, Wright, Morris & Arthur LLP
Attn: Thomas A. Holton/Charles Y. Kidwell, Jr.
One South Main Street, Suite 1600
Dayton, Ohio 45402-2028

COMMUNITY SCHOOL CONTRACT

Article XXII. Non-Waiver

Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

Article XXIII. Force Majeure

If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Article XXIV. No Third Party Rights

This Contract is made for the sole benefit of the GOVERNING AUTHORITY, the Community School and the SPONSOR. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Article XXV. Non-Agency

The Community School and GOVERNING AUTHORITY, as one party, and the SPONSOR as the second party shall at all times hereunder be separate and independent parties whose relationship and actions are subject to the applicable provisions of this Contract and Ohio law. Nothing shall be construed or implied to create an agency, partnership, joint venture or any other relationship between the parties except one of sponsorship pursuant to this Contract in accordance with Ohio law and neither party shall (i) have any authority, right or entitlement, express or implied to make any commitments, obligation or contracts, or (ii) incur any liabilities, charges or expenses for or in the name of the other party, except as specifically permitted in this Contract.

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Article XXVI. Statement of Assurances for Start-Up Schools

The Community School represents that it has completed a statement of assurances as required as a recipient of funding from the Ohio Public Charter Schools Program. A copy of the executed completed statement of assurances is included as Exhibit 6 of this Contract, Statement of Assurances for Start-up Schools.

**ON BEHALF OF THE
THOMAS B. FORDHAM FOUNDATION**

BY: 
Chester E. Finn, Jr.
President

DATE: 5/26/10

THE GOVERNING AUTHORITY OF

Alliance Community Schools

BY: Mary W. Karr
Governing Board Representative

DATE: 5/21/2010

DAYTON/632956 v.02

EXHIBIT I EDUCATION PLAN

EXHIBIT I: EDUCATION PLAN

Mission

The school's mission is to educate all students through a rich academic program to achieve proficiency at minimum and to acculturate students to respect themselves and the global community we share. We will motivate students to learn on their own, in and out of school and throughout their lives. We will prepare every student for admission to a competitive college or university and community leadership. We will prepare all children to thrive in the world as we know it and to better the world they leave behind.

Philosophy

EdisonLearning's *Four Cornerstones of Highly Effective Schools*TM, comprise the basis of the School Design. The Four Cornerstones are:

- 1) an emphasis on Top Talent, which includes recruiting and hiring educators who can best meet the needs of urban youth and who believe in: a distributive leadership model; accountability; and responsibility for new teacher leader roles;
- 2) a Culture of Engagement and Aspiration, which includes: an emphasis on high academic and behavioral expectations for all (students and staff); a commitment to working together on behalf of children through specific school leadership and House team structures; and a commitment to character development rooted in EdisonLearning's Eight Core Values (Wisdom, Justice, Courage, Compassion, Hope, Respect, Responsibility and Integrity);
- 3) Demanding Content and Customized Instruction, which ensures that great teachers have high quality instructional and assessment tools that are rigorous and flexible; and
- 4) Achievement-driven Management, which encompasses the support and monitoring tools necessary to enable teachers and administrators to manage school performance and make timely, fact-based adjustments to instruction, resource allocation, and operational support.

The schools' educational philosophy is also built around 10 research-based fundamentals:

1. Schools organized for every student's success. A key design structure of the Dayton Liberty Campus educational program is the school-within-a-school design model provided by EdisonLearning. By organizing grade levels into academies (Primary Academy for grades K-2; Elementary Academy for grades 3-5, Junior Academy for grades 6-8) and teachers and students into "Houses" within academies, this school organizational model creates small groups that enable a small team of teachers to truly know each student, his or her family, and his or her individual learning style. House teams are made of four to six teachers and will work with the same cohort of students for the cohort's full time in each academy. Since House teams meet on a daily basis, teachers who have concerns about the performance or behavior of any student will have immediate access to the collective experience and wisdom of their team as well as previous specific knowledge of, and experiences with, that child.

In addition, each House team has a Teacher Leader at its head. The Teacher Leader is a member of the school's Leadership Team, and ensures a strong communication and decision-making link

between problem-solving at the classroom and school level. Other key benefits of this educational model are as follows:

- House Teams meet daily, allowing for problem-solving, collaboration, and teacher-specific professional development;
- The Student Management Plan, created by the school Leadership Team, is aligned with the EdisonLearning Core Values, ensuring that students just don't hear about these values but experience them via the implementation of behavioral routines, school code of conduct, discipline policy, and positive incentive system;
- In addition to the Teacher Leader role, additional teacher leader roles include Curriculum Coordinator, which allows experienced teachers to assume a school-wide leadership role for particular curriculum areas and provide support to their peers on instruction and program implementation and support;
- The Comprehensive Support Team provides an additional layer of support for students by monitoring school-wide data and connecting to house teams regarding individual students where academic, behavioral or social problems are identified early and interventions are designed and monitored to ensure problems are identified and responded to early.

2. A better use of time. The Dayton Liberty Campus use an 8-hour school day to allow for additional time for the core subjects of literature, mathematics, and science and social studies as well as for special subjects such as the arts, technology, physical education and health. In addition, the school day schedule includes time each day (in addition to a regular planning period) for teachers to meet and plan in their House teams.

3. Support for challenging curriculum. The EdisonLearning educational plan provides—and supports with professional development—a research-based curriculum that includes literature and language arts, social studies, mathematics and science, character and ethics, and physical fitness and health. All materials will be aligned and consistent with the requirements of Ohio Academic Content Standards.

4. Teaching methods that motivate. The Dayton Liberty Campus use teaching methods designed to meet high expectations for all students and support educational practices that match the mode of instruction with the needs of students. Teachers receive regular professional development in the use of instructional methods and strategies that have been proven to help close the academic achievement gaps experienced by at-risk students and students of color.

5. Assessment that provides accountability. Students at the Dayton Liberty Campus benefit from using the EdisonLearning Benchmark Assessment System, a monthly electronic interim assessment in reading and math, built to state standards, as well as to state and local testing programs. Teachers are trained in data analysis to most effectively adjust instruction to meet the needs of all students.

6. A Professional Environment for Teachers. Teachers at the Dayton Liberty Campus receive the career development, resources, responsibilities, and opportunities that talented professionals deserve. They find the best possible working conditions in an atmosphere that encourages respect

for them as individuals and as professionals, resulting in an environment of superior student achievement based on the highest academic standards.

7. Technology for an Information Age. Every student, teacher, principal, and administrator at the Dayton Liberty Campus has access to personal technology at school and is linked into the national EdisonLearning professional network. Each teacher receives a laptop computer with an e-mail account and a telephone with voicemail in his or her classroom to communicate with parents as well as take advantage of a national network that includes distance learning for students and professionals.

8. A partnership with families. Parent/guardians at the Dayton Liberty Campus will have quarterly conferences regarding their children's performance with teachers that give family members an accurate and vivid picture of their children's accomplishments and needs. These conferences, which include the students themselves, require a commitment from each of the three parties charged with the student's success. Students of all levels make superior academic gains with the support of family members and teachers who know and understand their goals.

9. Schools tailored to the community. Community-based connections will allow students to see the possibilities of entrepreneurship in their local neighborhood as a result of academic achievement.

10. The advantages of system and scale. The Dayton Liberty Campus are part of a national network of EdisonLearning schools that are symbolically linked by a common purpose and literally linked through the provider's technology system. The schools contribute to, and benefit from, EdisonLearning extensive curriculum and professional development efforts toward high academic achievement for students.

The Dayton Liberty Campus believes that no singular instructional approach will effectively address the varied needs of our students. Different instructional approaches that match the academic goals and learner needs better ensure a lively, productive learning experience that is far more flexible and capable of reaching individual students. The schools use a synthesis of the best instructional practices that are supported by curricular choices with instructional and teacher support resources to assist teachers in planning, customizing, and delivering effective instruction. Approaches include direct instruction, cooperative learning, project-based learning, whole- and small-group discussion, guided discovery, and fundamental skill practice.

As such, our instructional strategies vary based program demands and, most importantly, student needs as identified by data analysis of students' baseline state assessment scores, monthly EdisonLearning Benchmark Assessment scores, and informal class assessments and observations. This regular process of feedback on student progress and achievement allow our teachers to track growth and address identified areas of needs in a timely fashion. This strategy supports our educational plan by providing teachers the information they need to inform their approach to student achievement.

If the school's students exhibit the expected range of skill gaps, tracking monthly student progress with valid and reliable assessments allow for instruction to be adjusted by using such methods as:

- providing small group instruction based on identified needs;
- addressing concepts that need to be re-introduced class-wide based on identified aggregate weaknesses;
- directing small groups with focused mini-lessons;
- supplementing skills-based curricular materials; and
- modifying weekly and monthly lesson plans around the aggregate strengths and weaknesses of each class.

Progress is measured on an ongoing basis through the Benchmark Assessments and communicated regularly through the SLCs. This quarterly consultation assures that families, students, and educators continually know where the students are in their educational program. This guarantees no surprises at the end of a school year. Decisions on promotion or retention are made jointly with families. In the case of students not making sufficient progress towards educational standards, extra supports are agreed on between the team of teachers and the student's family. Some strategies that may be used include:

- intensification of instruction through small-group instruction and tutoring, after school
- tailored instruction using technology
- changes to schedule to provide more time on task
- use of in-school tutoring in the Foundations program at the primary level
- specific co-planning among team members to reinforce effective instructional strategies

An orderly learning environment is essential for achievement among students who are at risk of academic failure. Therefore, the schools have set explicit expectations regarding academics and behavior. The school teaches the Core Values during each day's Morning Meeting and integrates these values into instruction throughout the day. All staff members at the Dayton Liberty Campus model respect, support, encouragement, and communication. The school teams also focus on developing strong character among the students as a foundational element to help support high student expectations for both academics and behavior.

Goals

1. Increase reading proficiency levels
 - a. Description: by 2012, the number of students Kindergarten through 8th Grade scoring at the proficient level or higher in reading will increase by 10 percentage points annually in reading, as measured by the Ohio Achievement Assessments (3-8), and local summative assessments (K-2) administered in the spring.
 - b. Performance Measure: the percentage of students, in the aggregate and for each subgroup (students from major race/ethnic groups, economically disadvantaged students, students with disabilities, students with limited English proficiency), who are at or above the proficient level in reading as measured by the Ohio

- Achievement Assessments (3-8), and local summative assessments (K-2) administered in the spring.
 - c. Implementation strategy: the school will implement an aligned reading curriculum map correlated to the Ohio Academic Content Standards and indicators.
- 2. Increase mathematics proficiency levels
 - a. Description: by 2012, the number of students Kindergarten through 8th Grade scoring at the proficient level or higher in mathematics will increase by 12 percentage points annually in reading, as measured by the Ohio Achievement Assessments (3-8), and local summative assessments (K-2) administered in the spring.
 - b. Performance Measure: the percentage of students, in the aggregate and for each subgroup (students from major race/ethnic groups, economically disadvantaged students, students with disabilities, students with limited English proficiency), who are at or above the proficient level in mathematics as measured by the Ohio Achievement Assessments (3-8), and local summative assessments (K-2) administered in the spring.
 - c. Implementation strategy: the school will implement an aligned mathematics curriculum map correlated to the Ohio Academic Content Standards and indicators.
- 3. Increasing school-wide attendance
 - a. Description: by 2012, school-wide attendance will increase by 2 percentage points annually, as measured by the school's Ohio Local Report Card.
 - b. Performance measure: Infinite Campus reports will be used to monitor attendance on a consistent basis with an overall objective of exceeding Ohio Local Report Card attendance levels.

School Characteristics

The schools will continue to serve a general school population in grades K-8, ages 5-14 that includes students identified as at risk. The schools will offer a minimum of 920 hours of instruction for the academic year in compliance with ORC 3314.03 (A)(11)(a).

The school's classroom-based opportunities are a rich curriculum, including the arts and technology; a well-trained staff; and student support managers and other professional staff, including special education staff.

Non-classroom based opportunities include working in the computer labs, the media center, involvement in after school programs and clubs, and field trips. The EdisonLearning design incorporates innovative practices and strategies that promote understanding, inquiry, literacy, and good citizenship. These practices and strategies include:

1. The use of proven instructional programs.
2. An Academy and House structure that promotes a close, lasting relationship among students, parents and teachers.
3. A longer school day and school year than conventional public school norms that provide significantly more time for learning.

4. A full day kindergarten program.
5. The extensive use of educational technology.

Every student takes courses in reading, math, science, social studies, art, music, and physical education. The teaching staff of the schools is trained in the specific curricula used and will benefit from daily professional development.

The school will attract students from any district in the state.

Table I: Dayton Liberty Campus Enrollment Projection, 2010-11

Student Enrollment	Number of students
Totals	615

Monthly special events are planned for students and parents to reinforce their involvement in school activities beyond the classroom. Most activities were designed to accommodate all grade levels, and some are grade level specific. Parents are encouraged to assist with the planning and implementation of all events, not just attendance. The Dayton Liberty Campus student events are designed to develop the students' sense of positive school and community involvement, enrich their academic experience and provide them a venue for self expression.

The Dayton Liberty Campus annual calendar will generally follow the Dayton Public School's annual calendar. In addition, our staff will participate in additional pre-service professional development during the summer months and during the school year.

Academic Standards

The Dayton Liberty Campus has used and will continue to use the Ohio State Standards and the curriculum utilized to address mastery of state standards for all students. Curriculum maps for the Dayton Liberty Campus have not been completed; however, the Dayton Liberty Campus is working to complete curriculum maps as required by the Ohio Improvement Process (OIP) (see Goals, above).

Curriculum

Well-prepared and highly skilled teachers deliver the curriculum using research-based-curricular materials, supplemented with technology. The school's staff will utilize several broad instructional strategies. Recognizing that students learn in different ways, the school's instructional program is designed to address varied learning styles. Major instructional approaches to be used are direct instruction, project-based, experiential learning, cooperative learning, individual study and online software designed to differentiate for student needs.

Curriculum mapping has not been completed at the Dayton Liberty Campus aside from the use of alignment documents generated from the curriculum publishers that are state-specific or the alignment work of EdisonLearning central office support teams. This has been identified as a

goal of the Ohio Improvement Process (OIP) team, and this process is underway with the OIP support team.

As lesson plans are submitted each week, they are measured against the master curriculum map, to ensure that all teachers are implementing the proper standards. During classroom walk-through and observations, teachers are observed implementing the lesson plans that are aligned with the Ohio ACS.

This entire process has been facilitated by the school administrative team, as well as by members of State Support Team Region 10, who come to campus twice monthly to work directly with grade levels during their professional development meetings. Additionally, the State Support Team members meet with the school administrative team monthly to provide ongoing support and direction for leading the staff in the implementation of the OIP, as well as to build site capacity beyond the initiative.

As the curriculum mapping is completed, further training including data teams and formative assessments will be implemented with the school's staff. This training occurs monthly, with next steps to be implemented at each building on an ongoing basis. Again, the State Support Team will work with the administrative teams, as well as the grade levels during their professional development meetings, to assist with this.

Additionally, regular review of the overall OIP goals, which includes the curriculum map, is needed, to ensure that we are being intentional and responsive in our instruction and mastery of the OIP plan. This is done monthly through each building's leadership team meetings, with support from the State Support Team, and facilitated by each Principal.

Curriculum Overview

The following is an overview of the curriculum objectives and a description of the content of the subject areas. Descriptions of major programs by Academy are as follows:

Primary Academy: Grades K–2

Children in the Primary Academy are learning to read and write, acquire significant information, understand more about their world, and emerge as active learners and eager explorers. The Primary Academy schedule supports this level of learning with ample academic blocks and a learning environment that allows students to take academic risks. Learning to read is at the core of the Primary Academy, as solid evidence shows that a focus on literacy in the earlier school years offers the greatest opportunity for developing literate adults (Francis, Shaywitz, Stuebing, Shaywitz, & Fletcher, 1996; Torgesen & Burgess, 1998, as cited in Torgesen, 1998; Shaywitz, et al, 1997, as cited in U.S. Department of Education, 2001).

Cooperative learning is emphasized, and for students who require additional support, appropriate interventions are implemented. Fluency is supported through teacher modeling, shared reading with songs, reader's theater, choral reading, partner reading, and small-group fluency instruction. In the Primary Academy, reading is taught and supported in all subjects, all classrooms, and the library, providing frequent opportunities for students to:

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- obtain meaning from print, both fiction and informational text;
- read, speak, and listen;
- gain exposure to frequent, regular spelling-sound relationships;
- learn about the nature of the alphabetic writing system;
- develop a working understanding of how sounds are represented alphabetically;
- have sufficient practice in reading to achieve fluency with different kinds of texts; and
- develop background knowledge and vocabulary that render written texts meaningful and interesting.

In the Primary Academy, students learn grade-appropriate math facts and fast, accurate computation. They also learn to apply addition, subtraction, multiplication, and division to real-world problems and situations. Through hands-on activities with manipulatives and by engaging in projects, students apply and test their mathematical ideas and understanding. They work in pairs and in groups to make mathematical discoveries, develop mental math skills, explore mathematical relationships, and strengthen their thinking. This introduction helps ensure that students proceed with confidence in mathematics and are capable of applying this discipline to their daily lives.

Primary Academy Curriculum, Grades K-2

Literacy

Literacy Rationale

StoryTown is a complete reading program for Grades K-6. It promotes systematic and explicit instruction in the areas of decoding (learning how to read), vocabulary (learning about words and their meanings), comprehension (understanding what you read), (learning how to apply what you have read), and writing (how to communicate with others in print). Beginning in Kindergarten, teachers using *StoryTown* model a repertoire of strategies that students can gradually learn how to apply independently. The program provides multiple opportunities throughout every lesson for students to see the teacher model the process that good readers use. Students are then given opportunities to practice and apply the strategies. Literacy instruction will prepare students to read and comprehend both fiction and informational text at the level needed to ensure the goal of having students who are well prepared for experiencing success in the upper grades and, eventually higher education.

Literacy Research

Harcourt's 40 years of research and development have led it to create one of the strongest, best researched reading programs in the country. Senior authors of the *StoryTown* program include Isabel Beck, Roger C. Farr, and Dorothy Strickland. Isabel Beck is a Professor of Education and Senior Scientist at the Learning Research and Development Center at the University of Pittsburg, as well as a well-renowned author in the areas of literacy and vocabulary instruction. Roger Farr is a Chancellor's Professor Emeritus of Education and Former Director of the Center for Innovation, in Assessment at Indiana University in Bloomington. Dorothy Strickland is a Samuel DeWitt Proctor Professor of Education and the State of New Jersey Professor of Reading at Rutgers University and the State University of New Jersey. Each author brings expertise in a specific area of educational research to the program. Beck's research contributed to the

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development of instructional strategies for reading comprehension, vocabulary, beginning reading, and phonics. Farr's research contributions included information regarding instructional assessment, reading strategies, and reading in the content areas. Strickland's research contributions included early literacy, elementary Reading/Language Arts, Writing, and intervention strategies.

Practical, field based *Harcourt Reading* research includes the following experimental efficacy study of robust vocabulary instruction in *StoryTown* ©2008. The experiment involved 133 students in 4 schools across three different states. The study was designed to determine if robust vocabulary instruction in *StoryTown* lessons is effective in increasing vocabulary knowledge, and whether it is effective for lower-achieving students as well as higher-achieving students. Based on pre- and posttest results developed by the Educational Research Institute of America (ERIA), students in both grade 1 and grade 2 using the robust vocabulary instruction in the *StoryTown* reading program increased their vocabulary knowledge and understanding. In addition, the *StoryTown* program was as successful with low achieving students as it was with high achieving student.

Literacy Student Outcomes

Student outcomes at the K-2 level, using *StoryTown* include the ability to hear and manipulate sounds, as well as apply alphabetic principles and word analysis skills when decoding text. Students will be able to read fluently and implement the use of multiple comprehension skills and strategies to determine the meaning of unfamiliar words and construct meaning from text. Outcomes also include the ability to listen and communicate effectively in written and spoken language.

Literacy Exit Standards

Students exiting the K-2 program will be able to use a full range of strategies to identify concepts of print, including the title, author, and illustrator, and parts of a book. Students will build reading vocabulary with decoding strategies such as blending letter sounds into words, identifying and breaking words into smaller word parts (roots and affixes). Students will be able to read with attention to sentence structure and read with attention to a flexible rate, expression, phrasing, and punctuation. Students will be able to generate topics and develop ideas for writing and speaking, combine letters to form words, put words together to construct sentences and simple paragraphs, and write using correct spelling, punctuation, and grade-appropriate grammar.

Mathematics

Mathematics Rationale

Everyday Mathematics is a research-based proven math program that has continued to field test and evaluate results for over 20 years. The program was selected for the strong math principles that include: Mathematics is meaningful when rooted in real-life contexts and situations, and when children are actively involved in learning. A K-6 curriculum should build on a concrete foundation, gradually adapting understandings to the abstract and symbolic. This proven mathematics program will provide students with the foundation needed to apply skills at each

level beyond, including competitive mathematics courses in high school and eventually higher education.

Mathematics Research

Research on *Everyday Mathematics* is supported by 20 years at the University of Chicago School Mathematics Project (UCSMP), by independent researchers at other universities and hundreds of school districts. The program started the research phase in 1983 when the basic program principals were developed. By creating the program one grade at a time, each grade went through a research cycle of three years for writing, field testing and revising before that grade's publication. The National Academy of Sciences (NRC, 2004) National Research Council and The What Works Clearinghouse review states that *Everyday Mathematics* is the only math program to have potentially positive effects on students' mathematics achievement.

Mathematics Student Outcomes

Student outcomes at K-2 level using *Everyday Mathematics* will include the ability to use concrete materials to model numbers and number relationships for whole numbers and common fractions, recognize order of whole numbers, measure grade appropriate capacity and weight, construct charts and graphs to display and analyze real-world data. Student outcomes will prepare students with mastery levels in all math strands needed to move to the Elementary Academy mathematics curriculum.

Mathematics Exit Standards

Students exiting the K-2 program will have a solid grasp on demonstrating meaning from whole numbers such as reading and writing whole numbers randomly through 100, arranging sets of numbers. Students will know, use, describe and estimate measures such as, measuring length and volume using both standard and nonstandard units. Students will construct, read, and interpret graphs, and demonstrate understanding by explaining the meaning of digits including zero and adding and subtracting and explaining their process. Students will be able to continue the well developed sequence of skills, and be equipped to continue the math progression started in kindergarten. Students exit the Primary Academy able to use *My First Math Book*, which supports math journal writing that will come in Elementary Academy, *Home Connections Handbook*, *Center Activity Cards*.

Science

Science Rationale

DSM and FOSS Science correlates and aligns its K-2 program to the National Science Education Standards and is the recommended program by NSE. Using innovative inquiry-based unit kits and hands-on classroom resources, creates a science atmosphere for young students that uses real-world scientific approaches to instruct on comprehensive standards, and accomplish the goal of true science literacy. The program supports the K-2 science atmosphere since it provides needed scientific background information for the teacher, embedded assessments, and extended reading on science topics.

Science Research

Delta Science has researched the most effective approach for teaching science to young students for over 30 years. The research surrounding the program is based on the theory that students learn science in predictable sequences. The research is based on the shift from lecture to demonstration to active investigations by students. The inquiry-based hands-on science method provides a proactive role of scientists for students as they observe the environment around them, establish issues, ask questions and conduct experiments.

Science Student Outcomes

FOSS units for K-2 (Animals, Trees, Insects, New Plants) are designed with the outcome of encountering the natural world by observing, comparing, and organizing information about natural systems. The larger level of student outcomes includes at each grade level the standards and expectations for the next generation of citizens to be prepared to actively think about science, as the quality of life will be significantly influenced by science and technology in the 21st century.

Science Exit Standards

Students exit grade K-2 having experiences reading informational text and connecting science and reading by use of table of contents, headings, captions, labels, diagrams, maps and glossaries. Students will complete hands-on activities and generate their own questions on topics. Students exit the Primary Academy with key science vocabulary and informational literacy skills that will allow them to proceed to the next level for science understandings.

Social Studies

Social Studies Rationale

The *Social Studies Alive/History Alive* series was chosen for the Primary Academy after thorough research of various social studies programs and standards nationwide. Among the program's strengths is its high-quality, well organized text with graphically organized reading notes and theory-based active instruction. The goal of the social science curriculum in the Primary Academy is to awaken the minds and imaginations of children to history and its related disciplines and to develop their understanding of and appreciation for the subject. Students in the Primary Academy receive instruction that is project-based and features meaningful activities that apply key process skills to investigations of important content. A multicultural perspective and respect for diversity pervades the curriculum, which is standards-based and uses authentic assessment to evaluate student performance and guide instruction.

Social Studies Research

The approach used by the *Social Studies Alive/History Alive* series follows the most current research on social sciences for K-2 students including developing background knowledge and vocabulary to render written texts meaningful and interesting and learning procedures for monitoring comprehension and repairing misunderstandings, (Adams, 2001; National Council of Teachers of English, 2004; National Reading Panel, 2001; Moats, 1999; Moats, 2006; Pressley, 2001; Wren, 2001). Research shows that young students comprehend and appreciate history and its related subjects best when students work individually and in cooperative-learning groups on projects that are often cross-curricular.

Social Studies Student Outcomes

In the Primary Academy, the student outcome for social studies is for students to encounter a wide variety of interesting people, places, cultures, and ideas. K-2 students begin to grasp the inherent drama of history through stories, especially those about people who may have a different story from theirs, and by exploring their own family histories. These concepts are supported by the units, Discovery All About Me, Places to Go, People to Know, Watch us Grow and My School and Family.

Social Studies Exit Standards

Students will exit the Primary Academy able to use maps and globes to identify places and to understand the impact of place on how people live. K-2 students are introduced to the institutions and symbols of American political processes and culture. And they grasp basic economic concepts in the context of learning about how people lived in the past, how they live in the present, and how they are likely to live in the future. These exit standards are supported by the units, People on the Move, Celebrating the American Scene, The World Around Us and To Market, To Market.

Health/Physical Education

Students learn best when their bodies are healthy and fit working in harmony. The Dayton Liberty Campus will offer a Health and Physical Education Program that will encourage students to take care of their bodies and to seek healthy leisure activities.

Using Pearson's *Dynamic Physical Education* program, instruction will focus on three topics: fitness concepts, fitness activities, and health concepts. This program uses nine basic fitness concepts that are important for children of all ages. They are as follows:

- Regular exercise promotes, maintains, or increases physical fitness
- Adequate levels of fitness are related to good health. Regular exercise lowers the resting heart rate.
- Muscular strength is the maximum amount of weight a muscle can lift. Muscular endurance is the ability to repeat a movement.
- Cardio respiratory training occurs when exercise intensity, duration, and frequency is sufficient.
- Muscles get stronger and develop endurance from regular exercise.
- Flexibility can help prevent injuries in an accident or during sport participation

Arts

Arts Rationale

Students in the primary academy will benefit from Davis Publication's "Adventures in Art," a leading program in the arts education field that employs a culturally and aesthetically diverse range of works as well as a rich cross-curricular strand with relevant hands on art activities. "Adventures in Art" incorporates:

Theme-Based Learning

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Unit themes show students the relevance of art in their lives and the lives of people across time and place. Elements and principles, skills and techniques, and forms and media are learned as tools that help students interpret the ideas of artists and express their own ideas through art.

Process-Based Studios

By learning a process that emphasizes the importance of thinking, planning, and reflection, students go way beyond “make and take.” Studio support includes technique illustrations; images from art and the real world; evaluation criteria for each studio; and art criticism.

Alignment to Language Arts

A five-step studio process, aligned with the five-step writing process, provides hands-on reinforcement of writing instruction and the cognitive processes critical to both visual and written compositions.

Arts Research

"The Arts humanize the curriculum while affirming the interconnectedness of all forms of knowing. They are powerful means to improve general education". (Educational Leadership, Strategies for Success, November 1999.) Because the arts cultivate imaginative thought processes, they energize the motivation to learn. Arts programs that compliment other areas of the curriculum and provide rich opportunities for different styles of learning, knowing, and creating, are critical for the well-rounded development of this generation of “digital natives.” The creative and visual arts will invite students to be active participants in creating their environment and their understanding of the world.

Arts Outcomes and Exit Standards

The outcomes and exit standards of an effective arts program include; students become comfortable and skillful at working with a variety of artistic media and materials, make social, cultural and historical connections; engage in learning beyond the classroom, share in the rich diversity of the community, and become life-long learners and advocates for the arts.

Spanish (grades K-2)

Pearson – Prentice Hall’s *Paso a Paso* will be used for Spanish instruction in grades K-2.

Elementary Academy: Grades 3–5

In the Elementary Academy, students develop powerful new learning tools and techniques and put challenging new concepts to the test in more formal ways than they were previously able. In the Elementary Academy, students must continue to learn to read as they read to learn. The texts to which they are exposed are becoming more complex at this level, in both content and structure, and explicit instruction is required for students to navigate them effectively. It is critical, therefore, that Elementary Academy teachers possess a strong understanding of reading development, as well as what is necessary to help students progress from beginning readers to proficient readers (Moats, 2006; National Council of Teachers of English, 2004; National Reading Panel, 2000; Wren, 2001).

Reading instruction takes place during a 90-minute reading block that incorporates whole-group instruction, small-group homogeneous guided reading, partner work and independent learning. Small-group instruction is organized to meet the needs of the group as identified by the assessment data; with explicit directions in forming and instructing groups is provided to the teacher. To increase reading vocabulary, word study is included in the daily skills block, which focuses on higher-level phonetic skills and is delivered to differentiated groups. In the Elementary Academy reading skills are supported in all academic areas.

- Vocabulary is introduced both directly and indirectly via exposure to content-rich fiction and non-fiction reading selections.
- Comprehension strategies are introduced, practiced, and applied through shared and guided reading materials and lesson plans.
- Differentiated instruction is provided via guided reading experiences that are based on the student's current level of literacy, allowing for varied reading experiences within accessible text.
- A strong assessment component helps focus the teacher's attention on individual needs and build on students' strengths.
- Inviting, motivating student materials—including a variety of text genres/structures—are incorporated at all grade/reading levels.

A strong reading-writing connection is forged in Elementary Academy, using a writers' workshop approach that emphasizes the stages through which writers advance: prewriting, drafting, revising, editing, proofreading, and publishing.

The Elementary Academy mathematics curriculum continues to balance concept instruction with meaningful application. Students apply their more advanced mathematical tools and techniques to a rich variety of cross-curricular projects and activities. They explore concepts such as decimals and percent; mean, median, and mode; ratio and proportion; and functions. They participate in wide-ranging mathematics discussions, engage in a variety of cooperative-learning projects, explore simulations, and make increasingly more sophisticated mathematical observations. The math program contains many supports for students with special needs, including the availability of the program in Spanish if those needs arise.

Literacy

Literacy Rationale

StoryTown is a complete reading program for Grades K-6. This program is especially strong for students in grades 3-5 as it maintains strong instruction in the areas of decoding (learning how to read), comprehension (understanding what you read, vocabulary (learning about words and their meanings), and writing (how to communicate with others in print) while including applications for teaching spelling, vocabulary, grammar, usage, and mechanics, penmanship, and listening, speaking, and viewing. Students in grades 3-5 benefit from the reading strategies leading to strong comprehension. Students are prepared to successfully move to the next level of reading instruction.

The *StoryTown* program's design makes no assumptions with regard to students' prior knowledge or abilities. Recommendations for providing differentiated instruction to below-level

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and special education students, as well as English Language Learners, are incorporated into every lesson. Each skill presented as part of the program is systematically and explicitly taught in a logical progression to foster and enable understanding and mastery. Part 1 of each unit, Preparing to Read, focuses on the foundations, including: phonemic awareness, phonics, fluency, and word knowledge. Reading and Responding makes up Part 2, which emphasizes reading for understanding using authentic literature, comprehension instruction, inquiry and investigation activities, and practical reading applications. Part 3, Language Arts, focuses on developing students' ability to communicate effectively in oral and written language by providing instruction in spelling; vocabulary; and English language conventions such as grammar and mechanics. Instruction also focuses on developing students' listening, speaking, and viewing skills; penmanship; and basic library research and computer skills. In addition, students receive instruction on how to move through different stages of the writing process, write in a variety of genres and formats, and effectively use the traits of writing to construct meaningful, organized, and eloquent pieces of writing.

In accordance with its commitment to provide children with high-quality literacy instruction that meets their individual learning needs, EdisonLearning has selected *Fast ForWord* as one of its intervention programs. The *Fast ForWord* program develops cognitive processing through intensive, adaptive computer-based exercises. The *Fast ForWord* program develops and strengthens students' cognitive skills that are essential for attaining success in reading and learning: memory, attention, processing rate, and sequencing. In strengthening these cognitive connections, students also experience improvement in a number of critical language and reading skills, including phonological awareness, phonemic awareness, fluency, vocabulary, comprehension, decoding, working memory, syntax, and grammar.

Literacy Research

Harcourt's 40 years of research and development have led it to create one of the strongest, best researched reading programs in the country. Senior authors of the *StoryTown* program include Isabel Beck, Roger C. Farr, and Dorothy Strickland, whose research contributions influenced program development in the areas of reading comprehension, vocabulary, beginning reading, phonics, instructional assessment, reading strategies, reading in the content areas, early literacy, elementary Reading/Language Arts, Writing, and intervention strategies. In addition, several other professors and scientists, including Margaret G. McKeown, Senior Scientist at the Learning Research and Development Center at the University of Pittsburg; Robin C. Scarella, Professor and Director of Academic English and ESL at the University of California , Irvine, and Roxanne F. Hudson, Assistant Professor in the Area of Special Education at the University of Washington contributed their expertise in authoring portions of the program.

Practical, field based *Harcourt Reading* research includes the following study of the instructional effectiveness of the *Harcourt Reading Program* in 58 New York City Reading First Schools. The study was conducted to determine if NYC's Reading First schools using *HARCOURT READING* program showed improvements in scores on the New York State Grade 3 English Language Arts Assessment scores. Pre- and posttest results indicate that students using the *Harcourt Reading Program* showed a significant decrease in the percentage of students at the low achievement levels, while also demonstrating a statistically significant increase in the

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percentage of students scoring at the high achievement levels. These findings were consistent with the lowest achieving, as well as the highest achieving students.

Literacy Student Outcomes

Student outcomes at the 3-5 level, through the use of the *StoryTown* program, will include the ability to use phonological, structural analysis, and word study skills to decode and encode text. Students will apply reading comprehension skills and strategies to fluently read and understand a variety of grade-appropriate text. Students will understand and define a variety of different writing styles and genres. Grade 3-5 students will make Social Science and Science connections using leveled texts that are thematically connected to the selections and concepts presented in each unit. Students are encouraged to ask questions, discuss, research, write and think about the concepts and ideas related to the selections in the thematic units.

Literacy Exit Standards

Students exiting the grade 3-5 *StoryTown* program will read using inflection and intonation appropriate to audience while taking note of signal words or phrases to adjust pacing. Students will determine the meaning of unfamiliar words by using context clues, dictionaries and other reference materials, and structural analysis (roots and affixes). Students will read informational texts at an instructional level to collect and interpret data, facts, and ideas and will demonstrate comprehension of what has been read. Students will write in a variety of genres and format, using appropriate spelling, grammar, and mechanics to communicate effectively.

Mathematics

Mathematics Rationale

Everyday Mathematics is a research-based proven math program that has continued to field test and evaluate its results. The program was selected for the strong math principles that include: Mathematics is meaningful when rooted in real-life contexts and situations, and when children are actively involved in learning. A K-6 curriculum should build on a concrete foundation, gradually adapting to the abstract and symbolic. The program has been written by the same core of authors with adjustments due to consultation with education specialists and classroom teachers. This provides grade 3-5 students a sequence of instruction that builds and extends knowledge and skills from year to year.

Mathematics Research

Research on *Everyday Mathematics* is supported by 20 years at the University of Chicago School Mathematics Project (UCSMP), by independent researchers at other universities, and hundreds of school districts. The program started the research phase in 1983 when the basic program principals were developed. By creating the program one grade at a time, each grade went through a research cycle of three years for writing, field testing and revising before that grade's publication. The National Academy of Sciences (NRC, 2004) National Research Council and The What Works Clearinghouse review states that *Everyday Mathematics* is the only math program to have potentially positive effects on students' mathematics achievement.

Mathematics Student Outcomes

Student outcomes at grade 3-5 level using *Everyday Mathematics* will include the ability to apply a variety of reasoning strategies including trial and error and using similarities and differences, students will make and evaluate conjectures and arguments using appropriate language, and be able to solve problems in which fractions are used in everyday life including adding, subtracting, multiplying and dividing.

Mathematics Exit Standards

Students exiting the 3-5 program will have a solid grasp on using estimation to check the reasonableness of results obtained by computation, using statistical methods including summary that includes mean and range. Students will be able to understand, represent, and use numbers in a variety of forms (integer, fraction, percent, exponential and expanded notation). Students will estimate, use, and describe measures of distance, perimeter, area, volume, capacity, weight, and mass. Students will represent, describe, and analyze grade appropriate patterns. Students will exit the Elementary Academy able to use *Five Minute Math*, *Interactive Student Reference Book* and *Journal Answer Book*, which will leave students prepared to accomplish skills at higher levels in Junior Academy.

Step Up to Writing Writing Rationale

Step Up to Writing® features research-based, validated strategies and activities that help students proficiently write narrative, personal narrative, and expository pieces; actively engage in reading materials for improved comprehension; and demonstrate competent study skills. The *Step Up to Writing* program

- Aligns with Writing Next
- Creates a common language and approach across grade levels and content areas
- Provides models of student writing for teacher and student reference
- Employs writing as a tool for content learning
- Explicitly connects reading and writing
- Teaches all stages of the writing process, with an emphasis on planning
- Provides tips specifically for kindergarten students in Primary Level
- Aligns with the Six Traits assessment model

Writing Research

In addition to providing students with instruction in each step in the writing process, the program utilizes proven principles of effective instruction associated with improved outcomes as identified in syntheses of research, such as explicit and systematic instruction, collaborative learning, and scaffolded teaching of the writing process (Gersten and Baker, 2001; Swanson, Hoskyn, and Lee, 1999; Vaughn, Gersten, and Chard, 2000; National Reading Panel, 2000).

The skills taught in the *Step Up to Writing* are scaffolded and sequenced beginning with the teacher talking and using examples, and eliciting frequent verbal responses from the students. Teachers provide students with Models of effective writing strategies, guided practice, and extended interactive practice. Students receive frequent feedback on strengths and weaknesses,

ensuring that students experience success in writing activities. Additional research-supported strategies include using graphic representations or organizers of text. *Step Up to Writing* applies the research-supported practice of explicitly teaching the conventions of writing genres (Gersten and Baker, 2001; National Reading Panel, 2000) through the use of text structure guides for summary, persuasive, expository, and narrative writing.

In a research summary, Swanson (1999) confirmed the importance of carefully controlling the difficulty of higher-order tasks. Instruction in the *Step Up to Writing* program breaks down each higher-order writing process into small sequential steps. Teachers begin by providing students with parts of an essay/paragraph, such as topic sentences and conclusions to allow students to focus on other elements of the writing process, including how to develop supporting ideas and statements, use logic, and create informal outlines that assist with paragraph and essay writing before having students delve into autonomous writing.

Students are taught strategies to connect reading and writing with the information being learned in other content areas. Students learn active reading and higher-order reasoning skills when teachers talk through and model active reading, comprehension monitoring, free responses to literature, analysis, and note-taking strategies. Research demonstrates that students' comprehension improves as a result of direct explanation and modeling of strategies, as well as being able to relate what they read with their background knowledge (Pressley and Wharton-McDonald, 1997; Williams, 1998). In *Step Up to Writing*, students are also taught to generate and answer questions while they read, that elicit both factual and inferential interpretations of text. Teachers explicitly teach strategies for generating text summaries, constructed and extended responses, and thesis statements that logically support the answer to posed questions.

Science

Science Rationale

DSM and FOSS Science correlates and aligns its program to the National Science Education Standards and is the recommended program by NSE. Using innovative inquiry-based unit kits and hands-on classroom resources, creates a science atmosphere that uses real-world scientific approaches to instruct on comprehensive standards, and accomplish the goal of true science literacy. The program was selected because it supports an inquiry-based science atmosphere since it provides needed scientific background information for the teacher, embedded assessments, and extended reading on science topics.

Science Research

Delta Science has researched the most effective approach for teaching science to young students for over 30 years. The research surrounding the program is based on the theory that students learn science in predictable sequences by observing the environment around them and establishing questions based on the issues they see. Research shows as students become active in their own scientific learning, they use inquiry-based methods for developing the skills of communication and collaboration through discussion, writing, reading, and illustrating. This method of active learning brings science and scientific issues from a course of study, to what is seen around students every day in their environment, no matter where that environment may be.

Science Student Outcomes

FOSS units for grades 3-5 (Structures of Life, Human Body, Food and Nutrition) are designed with the outcome of encountering the natural world by observing, comparing, and organizing information about natural systems. The larger level of student outcomes includes at each grade level the standards and expectations for the next generation of citizens to be prepared to actively think about science, as the quality of life will be significantly influenced by science and technology in the 21st century.

Science Exit Standards

Students will exit the Elementary House with a range of experiences that will promote scientific thinking in terms of cause and effect, and enable students to approach science content that calls for understanding relationships among variables. Students will exit with the ability to use scientific knowledge and thinking patterns for personal and social purposes in the real world.

Social Studies

Social Studies Rationale

The rationale for selecting *History Alive! Units*, and the Winner of the 2003 Distinguished Achievement Award from Association Of Educational Publishers, *Primary Sources*, is due to the design of using student texts, thematic instructional units, and primary and secondary source reading materials (original documents, letters, maps, political cartoons, posters and newspaper articles) to allow students to gain insight to the lives of people in different time periods. This flexible approach will provide opportunities for authentic historical analysis and understanding as well as meet all state standards for history/social studies.

Social Studies Research

The approach used by *History Alive!* and *Primary Sources*, follows the most current research on improving students' understanding of complex social studies information and supporting students' ability to research and articulate elements of study. Studies have demonstrated that increasing the structural and explanatory understanding of text results in substantial recall for students. (McNamara, Kintsch, Songer, and Kintsch 2) Current research on social sciences also supports incorporating critical reading and writing connections allowing students to analyze current events with a lens of authentic historical analysis and understanding. "Vocabulary instruction, whether direct or learning words from context, is required before a word is really known." (Bexk, McKeown, and Kucan) This real life approach and clear application of social studies prepares students for the more complex topics they will discuss in Junior Academy.

Social Studies Student Outcomes

Social studies units are designed with the outcome of students being able to identify and describe the responsibilities of citizens in an effective democracy based on codes of justice from historical periods. Students will use the principles of monarchy, oligarchy, tyranny and democracy to make their judgments of the responsibilities of citizens. The desired outcome is for students to relate history to current times, and reflect upon current times with a historical perspective.

Social Studies Exit Standards

Students will exit the Elementary Academy able to use their understanding of Greek and Roman civilizations to compare and distinguish the origins of democracy and government structures. Students will compare and contrast within the Greece city-states of Athens and Sparta and extend their understanding to Roman civilizations and the struggles between the plebeians and patricians. Primarily, students will exit able to describe how people's lives are affected by limited and unlimited governments and times in history.

Health/Physical Education

Students learn best when their bodies are healthy and fit working in harmony. The Dayton Liberty Campus will offer a Health and Physical Education Program that will encourage students to take care of their bodies and to seek healthy leisure activities.

Using Pearson's *Dynamic Physical Education* program, instruction will focus on three topics: fitness concepts, fitness activities, and health concepts. This program uses nine basic fitness concepts that are important for children of all ages. They are as follows:

- Regular exercise promotes, maintains, or increases physical fitness
- Adequate levels of fitness are related to good health. Regular exercise lowers the resting heart rate.
- Muscular strength is the maximum amount of weight a muscle can lift. Muscular endurance is the ability to repeat a movement.
- Cardio respiratory training occurs when exercise intensity, duration, and frequency is sufficient.
- Muscles get stronger and develop endurance from regular exercise.
- Flexibility can help prevent injuries in an accident or during sport participation

Arts Rationale

Students in the primary academy will benefit from Davis Publication's "Adventures in Art," a leading program in the arts education field that employs a culturally and aesthetically diverse range of works as well as a rich cross-curricular strand with relevant hands on art activities.

"Adventures in Art" incorporates:

Theme-Based Learning

Unit themes show students the relevance of art in their lives and the lives of people across time and place. Elements and principles, skills and techniques, and forms and media are learned as tools that help students interpret the ideas of artists and express their own ideas through art.

Process-Based Studios

By learning a process that emphasizes the importance of thinking, planning, and reflection, students go way beyond "make and take." Studio support includes technique illustrations; images from art and the real world; evaluation criteria for each studio; and art criticism.

Alignment to Language Arts

A five-step studio process, aligned with the five-step writing process, provides hands-on reinforcement of writing instruction and the cognitive processes critical to both visual and written compositions.

Arts Research

"The Arts humanize the curriculum while affirming the interconnectedness of all forms of knowing. They are powerful means to improve general education". (Educational Leadership, Strategies for Success, November 1999.) Because the arts cultivate imaginative thought processes, they energize the motivation to learn. Arts programs that compliment other areas of the curriculum and provide rich opportunities for different styles of learning, knowing, and creating, are critical for the well-rounded development of this generation of "digital natives." The creative and visual arts will invite students to be active participants in creating their environment and their understanding of the world.

Arts Outcomes and Exit Standards

The outcomes and exit standards of an effective arts program include; students become comfortable and skillful at working with a variety of artistic media and materials, make social, cultural and historical connections; engage in learning beyond the classroom, share in the rich diversity of the community, and become life-long learners and advocates for the arts.

Junior Academy: Grades 6–8

Early adolescents are embarking on an exciting intellectual journey, but their social nature at this age requires a curriculum that engages their hands, minds and hearts, and that connects to their personal questions about the world. Students in the Junior Academy are especially supported—both emotionally and intellectually—with the daily time period called Our Meeting, during which students meet with advisory groups and one-on-one with a teacher who will follow them through their time in the House. This discussion time is designed to help middle school students understand and practice social skills including the ability to talk and listen, and to provide time for students to set and pursue their personal goals leading to success in high school and beyond.

In the Junior Academy, students must continue to learn to read as they read to learn. Their texts are increasingly complex at this level, and to prepare students for high school material, explicit instruction is required. Therefore, it is critical that middle school teachers possess a strong understanding of reading development as it pertains to young adolescents.

Research indicates that effective reading programs for middle and secondary students address the following components (Peterson *et. al.* 2000, as cited in *CORE Reading Expert* newsletter, Spring 2004).

- Motivation to read
- Decoding skills and fluency
- Language comprehension (linguistic knowledge, morphemic knowledge, semantic knowledge, and syntactic knowledge)
- Text comprehension (active reading, making personal connections, drawing inferences, activating background knowledge, and interacting with different kinds of text)

Much research in reading also emphasizes the importance of teaching language explicitly. At the Junior Academy level, explicit and systematic study of English language structure and usage accompanies traditional literature and English composition instruction—including grammar and usage in writing, areas that have been neglected in many classrooms and need revival at every grade level (Moats, White Paper for EdisonLearning, 2006).

Reading across the curriculum is emphasized in the Junior Academy as students develop comprehension strategies in all core classes. The *Elements of Literature* and *Elements of Language* programs provide students with instruction in the components of an outstanding literacy program: reading skills and strategies for fiction genres and informational text; vocabulary development and grammar links; writing workshop; and communication, including emphases on speaking and listening. The connections of these literary elements, when presented using differentiated instruction, allow teachers to meet students' needs, enabling all students to achieve academic success.

In light of the fact that no single literacy program is able to address the needs of all students, a quality literacy program includes appropriate interventions to address the needs those whose language and reading skills are considerably below their grade level. The rationale for including *Read 180* as an intervention in our literacy program is to provide appropriate materials and instruction for students whose basic knowledge of English language structure and ability to construct meaning from text is severely deficient. These programs provide opportunities for all students to experience success and enable them to enter high school with appropriate literacy skills.

The selected math sequence, *Prentice Hall Mathematics, Courses 1, 2, and 3* will support all math curricula in that its concepts and ideas are consistently taught and elaborated upon through a spiral approach. This approach takes students beyond rote learning to true mathematical understanding. This program implements the latest effective technology with interactive text online and on CD-ROM, and includes scientific calculators and manipulatives kits to help students explore math concepts concretely. Technology activities use calculators or software to create formulas in a spreadsheet, create tables to solve equations and graph lines.

A quality mathematics program contains a flexible curriculum from middle school onward that consistently emphasizes connections within mathematics and creates links to other disciplines. *Prentice Hall Mathematics* creates links not only to science disciplines such as chemistry (mass problems), and marine biology (speed of sailfish per minute), but includes reading and writing about math at all levels. An additional strength of the mathematics program is the flexibility to provide the option for mathematically inclined students to move through the curriculum in two years and enroll in Algebra in Grade 8 using *Prentice Hall Algebra I*.

Literacy

Literacy Rationale

The Junior Academy literacy program will use Holt's *Elements of Literature* as the core curricular program to provide an exceptional selection in classic and contemporary literature with a balance of fiction and non-fiction, coupled with powerful reading skills and learning

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strategies to inform all text a student encounters. Students will be exposed to increasingly complex texts, in both content and structure, while continuing to receive explicit reading instruction to comprehend these texts. The program includes a wide range of explicit support for the struggling reader, based largely on the work of Kylene Beers. Support materials in the form of adapted readers and suggestions for differentiation allow students access to literature ranging from four grades below their current grade level to above-level enrichments.

Literacy Research

The Literacy Program is created from a strong research base as it is created by Kylene Beers, Senior Reading Researcher and author of *When Kids Can't Read—What Teachers Can Do*, (Heinemann, 2002). The program incorporates effective literacy instructional practices, such as providing explicit instruction in vocabulary and higher-order reading comprehension skills. Research on Multicultural Literacy is also included in the research base under the direction of Allender D., Associate Executive Director of National Council of Teachers of English and the author of *The Myth Ritual Theory and the Teaching of Multicultural Literature* (2002).

A quasi-experimental study of Holt Elements of Literature was conducted during the 2005-2006 school year by the Educational Research Institute of America (contracted by Holt, Rinehart and Winston). This study used a pre/post test design, and two assessments: the content based Holt Elements of Literature assessment and the Stanford Achievement Test: Ninth Edition (SAT9). The results of this study indicate that score gains were statistically significant at the <.0001 level on average and for the three different levels of achievement groupings (lowest third, middle third, high third).

Literacy Student Outcomes

Student outcomes, through the use of *Elements of Literature*, will include building fluency with instruction in decoding and word recognition, and fluency modeling. The program supports motivation to read with language comprehension and text comprehension (active reading, making personal connections, drawing inferences, activating background knowledge, and interacting with different kinds of text). Holt's *Elements of Literature* was selected to support the literacy curriculum as it will provide explicit reading instruction, with adapted readings and audio recordings (in English and Spanish) to bridge any skill gaps for middle school students. The reading/writing connection will be provided via the *Elements of Language* program, which includes a grammar strand. The Literacy program will be complete with listening, viewing, and speaking opportunities incorporated throughout.

A strength to the literacy program is providing alternative English classes for small groups of students who are in the lower one-third of the reading skill distribution. Students will be explicitly instructed in vocabulary development and language skills while reinforcing their reading practice using materials of appropriate difficulty. *Read 180* will be provided for students whose basic knowledge of the structure of the English language and ability to construct meaning from text are severely deficient. These materials will provide opportunities for success for all students and allow students to enter high school with appropriate literacy skills.

Literacy Exit Standards

Students exiting the middle school literacy program will be able to read and comprehend multiple texts, both fiction and non-fiction, encompassing a breadth of genres (short stories, drama, poetry, articles from newspapers and magazines, websites, reviews, memoirs, expository and persuasive essays, and workplace documents) and will be competent using multiple comprehension approaches to those texts. Students will exit with strong vocabulary skills enabling them to approach future high school texts with confidence, and with writing skills for clear communication across content areas.

Mathematics

Mathematics Rationale

The Junior Academy mathematics program will use *Prentice Hall Mathematics, Courses 1, 2, and 3* as the core curricular program to provide the sequence needed for students to accomplish ambitious academic standards, prepare all students for the complexities of high school mathematics, and enter the world of personal finance with skill and confidence. The program design will launch a flexible curriculum from middle school through high school that will consistently emphasize connections within mathematics and create links to other disciplines as well. The program will provide students the needed mathematics computation and problem solving skills, including writing about mathematics for strong academic achievement on the Ohio Assessment Test.

Mathematics Research

The math sequence is based on solid research from National Council of Teachers of Mathematics and National Commission on Mathematics Teaching for the 21st Century, across the areas of mathematics learning environment, strategic problem solving, technology to enhance learning, use of math manipulatives for concrete understanding leading to transitions to advanced mathematics. The research behind the concepts is directed by Jennie Bennett, Instructional Mathematics Supervisor Houston School District and Jim Milgram, Professor of Mathematics, Stanford University and includes: Wu H., *How to Prepare Students for Algebra*, Wiggins G., *Understanding by Design*.

Mathematics Student Outcomes

The core of the mathematics curriculum for the Junior Academy will consist of applied arithmetic, pre-algebra, and pre-geometry. Students will receive the appropriate background in algebra and geometry necessary to be successful with more advanced work in high school. The research-based, *Prentice Hall Mathematics, Courses 1, 2, and 3* will support all math curriculum because concepts and ideas are consistently taught and elaborated upon through a spiral approach that takes students beyond rote learning to true mathematical understanding. This program implements the latest effective technology with interactive text online and on CD-Rom, and the inclusion of scientific calculators and manipulatives kits to explore math concepts concretely. A strength to the mathematics program will be providing the option for mathematically inclined students to move through the curriculum in two years and enroll in Algebra in grade eight, using *Prentice Hall Algebra I*. All students will be provided the support and practice to acquire a firm math foundation with customized instruction as this mathematics program's differentiation guarantees all students will be able to approach mathematics courses at their appropriate level.

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Mathematics Exit Standards

Students exiting the Junior Academy mathematics sequence will be able to move toward higher levels of mathematics abstraction, while developing understanding of variables, generalizations, and informal proofs. Exiting students will be able to apply arithmetic skills in a variety of real-world situations, think through different wordings and problem presentations, and will be ready to confront high school mathematics complexities with confidence and understanding.

Science

Science Rationale

The *Prentice Hall Explorer Series*, a program recommended by the National Science Education Standards (NSES), will provide a middle school science curriculum that will encompass a wide range of experiences in research and experimentation to provide appropriate science content knowledge and motivate students toward higher level science courses. The science program will include hands-on activities, traditional lab work and computer simulation to meet the needs of all types of student learners. In addition, the program is designed to provide students the science content and thinking skills, including writing about science, needed for strong academic achievement.

Science Research

In addition to the solid research from the National Science Educators that was used to create the program, Prentice Hall conducted a study to investigate the effects the program has had on student success on a nationally-normed standardized test (the Terra Nova CTBS Complete Battery Plus). The students using the *Prentice Hall Explorer* program showed significant leaning improvement.

Science Student Outcomes

The use of *Prentice Hall Explorer Series* will provide student outcomes of both a firm understanding of science content and science in current events. Students will encounter longer science passages from which they will need to glean information to deepen their understanding as preparation for their high school science courses. *Prentice Hall Explorer Series* will be used to support this curriculum due to its design using “big picture” issues to start each chapter, as this research-based approach allows students to frame their science understanding. Activities and information throughout the textbook will be used to stimulate students’ thinking about science issues in their environment.

A strength to the science program will be the inclusion of a range of approaches to support science understanding and the application of science content to students’ lives. *Explorer Online* will offer web-based access to enhanced text and an audio component for listening to the text material. Writing in science is important both to develop students’ descriptive writing abilities and to enhance their understanding of science content. *Science Daybook*, a high-interest reader response journal will be included in the program as a resource for life, Earth, and physical science writing prompts and journal exercises to develop crucial writing and thinking skills.

Science Exit Standards

Students exiting the Junior Academy science program will be able to read, write, think, and evaluate scientific ideas as they apply to everyday life and the scientific and environmental decisions all citizens make. Science topics in current events and core content areas will be used to support students' reading and writing skills. Students exiting the program will be able to complete science research using vetted websites such as SciLinks, associated with a particular topic, connect science investigations to the real world, and will be prepared to successfully accomplish science courses at the high school level.

Social Studies

Social Studies Rationale

The scope of instruction will focus on either a regional, geo-cultural examination of the world, or the history of early civilizations through modern world history at each middle school grade.

Social Studies Student Outcomes

The middle school social studies courses will combine the use of student texts, thematic instructional units, and primary and secondary source reading materials. This flexible approach will provide the comprehensive background and support of a traditional textbook with the in-depth focus of thematic studies by using primary and secondary source materials, and providing opportunities for authentic historical analysis and understanding. In all courses, an important facet of instruction will be the development of essential social science skills such as mapping; the creation and use of graphic organizers including charts, tables, graphs, and timelines; and the incorporation of writing and critical reading skills.

A strength of the social studies program will be the rotating course system to maintain student interest and help middle school students discover and articulate connections between history and geography. Grade 6 content will include Cultural Geography from *Geography Alive!* and Ancient World History I using *Regions and People and History Alive! – Civilizations of the Americas*. Grade 7's content will include U.S. History I, U.S. History Survey, and World History II using *History Alive! – U.S. through Industrialism and Medieval World and Beyond*. Grade 8 content will include U.S. History I, U.S. History II, and Ancient World History with *History Alive! – U.S. through 21st Century*.

Social Studies Exit Standards

Students exiting the social studies program will have knowledge of their local history and geography, as well as an understanding of U.S. history and geography and how the local and national history may relate to world history. Students will exit able to read, write, and think not only about the history content of a traditional text book, but grasp an understanding of primary sources such as letters, newspaper articles, and political cartoons, their effect on citizens, and their importance in understanding world historical events. Through this course of study, students exiting the program will be able to analyze current events with a lens of authentic historical analysis and understanding.

Health/Physical Education

Health/Physical Education Rationale

Students in Junior Academy will benefit from using the well respected *Dynamic Physical Education Curriculum*, which has been adopted by hundreds of school districts across the U.S. and the Department of Defense Dependents Schools (DODDS). The curriculum will focus on the following objectives: personalized physical fitness, a cognitive understanding of fitness, development of motor skills, a development of affective domain skills, active involvement in sports - individual, dual and team, an understanding of rules, strategy and safety and finally, the development of lifetime activity patterns.

The use of McGraw-Hill *Health and Wellness* will compliment the philosophy of the physical education program. The health course will contain units on Mental, Emotional and Social Health, Growth and Nutrition, Personal Health and Safety and Drugs and Disease Prevention.

Health/Physical Education Student Outcomes

The Junior Academy health/physical education courses will provide every child with the opportunity to develop and maintain a level of physical fitness commensurate with daily individual needs and health standards. The physical education program will be structured in a way that each child will be able to attain movement competence and confidence in body management activities, rhythmic movement, fundamental physical skills and specialized physical skills and will acquire safety skills when working with equipment and when working independently or in groups.

A strength to the health/physical education program is the program will help students learn to participate physically in a culturally diverse world. The setting will provide an environment where children learn to internalize and understand the merits of participation, cooperation and tolerance. An additional strength is the program will promote active, healthy lifestyles within the school, community and family members. The inclusion of the unit, Community and Environmental Health in the health curriculum will be a compliment to the overall student outcomes.

Health/Physical Education Exit Standards

Students exiting the health/physical education program will have opportunities to develop positive relationship between physical activity, health and the enjoyment derived from lifetime physical activities. Exiting students will have acquired knowledge and experiences in a wide variety of physical fitness activities, physical skills, sports-related games and other low organized games. Students exiting the program will have been provided information enabling them to make knowledgeable decisions on nutrition, personal health, violence and injury prevention, and alcohol, tobacco, and other drugs.

Spanish

Students in grades 3-8 will use McGraw Hill's *Viva el Espanol*.

Arts Rationale

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Students in the secondary academy will benefit from Davis Publication's "Adventures in Art," a leading program in the arts education field that employs a culturally and aesthetically diverse range of works as well as a rich cross-curricular strand with relevant hands on art activities. "Adventures in Art" incorporates:

Theme-Based Learning

Unit themes such as Storytelling, Nature, and Messages underscore the relevance of art in students' lives and reveal the important roles art plays in cultures around the world. Elements and principles, skills and techniques, and forms and media are learned not as isolated concepts, but as tools that help students interpret the ideas of artists and express their own ideas through art.

Process-Based Studios

By learning a process that emphasizes the importance of thinking, planning, and reflection in creating superior, original artworks, students go way beyond "make and take." Studio support includes stellar examples of student artwork; technique illustrations to clarify processes, tools, and the use of materials; images from both the art world and the everyday world to inspire students; and evaluation criteria for each studio.

Meaningful Application of Art Concepts

Students are immediately introduced to basic art concepts through the book's opening section, An Introduction to Art. Subsequent lessons underscore and expand understanding of those concepts through art production, in concert with

Arts Research

"The Arts humanize the curriculum while affirming the interconnectedness of all forms of knowing. They are powerful means to improve general education". (Educational Leadership, Strategies for Success, November 1999.) Because the arts cultivate imaginative thought processes, they energize the motivation to learn. Arts programs that compliment other areas of the curriculum and provide rich opportunities for different styles of learning, knowing, and creating, are critical for the well-rounded development of this generation of "digital natives." The creative and visual arts will invite students to be active participants in creating their environment and their understanding of the world.

Arts Outcomes and Exit Standards

The outcomes and exit standards of an effective arts program include; students become comfortable and skillful at working with a variety of artistic media and materials, make social, cultural and historical connections; engage in learning beyond the classroom, share in the rich diversity of the community, and become life-long learners and advocates for the arts.

Music Rationale

Students will benefit from Silver Burdett Making Music because the program provides developmentally appropriate music learning activities for students in grades pre-kindergarten through eight. This sequential curriculum builds students' knowledge and skills within and across grade levels and engages ALL students in the music making process.

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Students will hear the Music with exciting song arrangements and the most extensive listening library.

Making Music provides sequenced instruction to help students learn critical music elements and skills

Making Music has broad theme-based lessons to complement instruction and create meaningful performances

Music Research

Music educators have given serious consideration to broadening the music program beyond performance to include greater emphasis on music, history, criticism, and aesthetics because "The Arts humanize the curriculum while affirming the interconnectedness of all forms of knowing. They are powerful means to improve general education". (Educational Leadership, Strategies for Success, November 1999.) Because the arts cultivate imaginative thought processes, they energize the motivation to learn. Arts programs that compliment other areas of the curriculum and provide rich opportunities for different styles of learning, knowing, and creating, are critical for the well-rounded development of this generation of "digital natives."

Music Outcomes and Exit Standards

The outcomes and exit standards of an effective music program include; student exposure to a variety of cultural aspects and styles of music; vocal, instrumental, and movement performance experiences; understand and perform fundamental music skills; make historical and cross-curricular connections; and investigate a variety of careers in music.

Exit Standards

All exit standards, curriculum elements, Benchmarks assessments, and instructional strategies are aligned with Ohio Academic Content Standards.

Differentiation of Instruction

AIMSweb (Math and Literacy Probes and Data Warehouse):

Administered in fall, winter, and spring, AIMSweb probes serve as reliable universal screening instruments to identify students needing intervention and determine the level of intervention appropriate. The AIMSweb program also serves as a K-8 data warehouse for information compiled through other assessment instruments, offering sophisticated data management functions and reporting capabilities to guide day-to-day decision-making and response to instruction.

School-wide Tutoring:

Foundations is the standards-based tutoring program for reading at grades K-3. Tutoring is designed to provide intensive small-group instruction to fill learning gaps.

Online Software Tools:

Lexia Reading's award-winning software helps students ages 4 – Adult acquire and improve essential reading skills, while supporting educators in monitoring and informing reading instruction in classrooms, schools, and district-wide. A powerful combination of methodology

and motivation propels Lexia Early Reading students into independent practice in engaging, age-appropriate activities which introduce phonological principles and the alphabet—both proven predictors of reading success. Lexia Early Reading reinforces both emergent literacy skills and introduces students to basic computer skills. Activities in Early Reading help students practice early basic reading skills through the use of interactive activities that branch automatically, providing practice where needed and automatically advancing students as they master skills. Students using the program build speed and accuracy through explicit, systematic, and multi-sensory practice activities engage students’ auditory, visual, and kinesthetic senses. Lexia Primary Reading is a web-enabled reading program designed to help all students master basic reading skills. Students using Lexia Primary Reading work independently through 5 levels of reading skill development.

The activities in Strategies for Older students are specifically designed to remediate basic reading skills while offering age-appropriate content and interface. The focus of the activities helps students increase automatic word recognition by reinforcing phonic elements and sound symbol relationships. Activities in SOS provide extensive practice in everything from basic phonological awareness to advanced word attack skills. Lexia Strategies for Older Students provides a broad range of activities (basic to advanced) enabling readers of all levels to improve their skills. Interactive exercises branch automatically, providing practice where needed and increasing in difficulty when the student is ready. Students are working independently, thereby increasing confidence in their skills.

Achieve3000 is a web-based, individualized reading and writing instruction program for grades 2-8 that reaches every student at his or her reading level, increasing reading comprehension, vocabulary acquisition, and writing proficiency across the board. The program’s assessment tool first determines each child’s level of comprehension for informational text. Students then receive level-appropriate, standards-aligned nonfiction reading/writing assignments that are interactive, engaging, and highly motivating. The entire class can receive the same assignment with the reading level adjusted to each child’s level.

In accordance with its commitment to provide children with high-quality literacy instruction that meets their individual learning needs, EdisonLearning has selected *Fast ForWord* as one of its intervention programs. The *Fast ForWord* program develops brain processing efficiency through intensive, adaptive computer-assisted exercises. The *Fast ForWord* family of products continuum begins with strengthening the foundational cognitive skills of memory, attention, processing and sequencing and continues through to the foundational reading skills of vocabulary, phonemic awareness, decoding, fluency and comprehension. The *Fast ForWord* program develops cognitive processing through intensive, adaptive computer-based exercises. The *Fast ForWord* program develops and strengthens students’ cognitive skills that are essential for attaining success in reading and learning: memory, attention, processing rate, and sequencing. In strengthening these cognitive connections, students also experience improvement in a number of critical language and reading skills, including phonological awareness, phonemic awareness, fluency, vocabulary, comprehension, decoding, working memory, syntax, and grammar. *Fast ForWord* is a supplemental Tier 2 and Tier 3 intervention program that is provided to students in addition to the core reading curriculum. The *Fast ForWord* products align to state mandates and

have assisted schools in achieving AYP success. Most importantly, longitudinal studies show that student achievement gains are sustained as a result of the enduring positive changes students experience in their processing skills and learning capacity.

Technology

The Dayton Liberty Campus view technology as an integral vehicle for teaching and learning in today's 21st century classroom. We expect all school staff members to make use of available communication and collaboration tools to design and deliver curricular instruction, increase student engagement, and gain confidence with educational uses of technology. We expect that all EdisonLearning students will be proficient in technology, using available tools to enhance and enrich their world-class educational experience.

To meet these standards, the school's library specialist and technology staff will work with the school's teachers to create a plan that all can understand and support. They will work together to ensure that:

- technology use will be diverse (using the full range of appropriate tools that can enhance learning);
- technology will be seamlessly integrated into the core academic standards and will be central to the learning process;
- student's will become technology literate in skillfully using the tools of their society in an ethical, accurate, and insightful manner (This includes the ability to responsibly use appropriate technology to access information, solve problems, collaborate, create, and communicate.)
- all staff and students know how to stay safe and secure when working online.

To prepare students to be dynamic 21st century citizens, the school's library media specialist and technology staff will take leadership for this effort and will partner with teachers to:

- assess student needs and to provide instruction and support so everyone makes progress towards goals (periodic and end-of-year assessment will help guide progress); and
- seek ways to help students make real-world application of their newfound skills.

The Dayton Liberty Campus expects that teachers will be skilled in technology applications and knowledgeable about using technology to support instruction and enhance student learning. Teachers will be able to demonstrate an ability to integrate technology tools into their standards-based curricula to improve student achievement and provide students with the skills they will need as they further their education.

To support teacher growth towards this goal, the Library Media Specialist and Technology staff will assess staff needs and organize periodic professional development sessions on technology-related subjects such as best practices for integration of technology and Internet safety. Subjects will be customized according to staff needs. Emphasis will be on making best use of technology to support existing curricular needs and at the same time build student technology skills. All sessions will include direct application to teacher interaction with students.

Assessment

Because the overarching mission of the Dayton Liberty Campus is to promote student achievement, it is first and foremost accountable for the progress of its students. The Dayton Liberty Campus is accountable for major elements of the process by which student progress is achieved, particularly the performance of teachers and principals and the involvement of parents and the community.

The School Principal, school leadership team, and instructional staff will be responsible for the collection and analysis of assessment data at the Dayton Liberty Campus. The principal will be responsible with the leadership team and with support from the Vice-President for Educational Services for analyzing and distributing the data to the *Ohio Achievement Assessments*. The school leadership team will work with their corresponding instructional staff to interpret the data and what it tells each teacher about his or her students' attainment of the knowledge and skills expected of them at each grade level. The principal will work with the school leadership team in identifying areas where instructional staff need additional training or curricular or instructional areas that might need modifications so appropriate professional development is engaged in the school to improve student learning. EdisonLearning will also be involved in the analysis of data, especially as it relates to evaluating the performance of the Dayton Liberty Campus against other schools in the network. The principal and the school leadership team will work with EdisonLearning central headquarters assessment staff and the School's assigned Vice President of Educational Services to analyze curriculum, the instructional methods should assessment data from the state-mandated assessments show that overall changes may be necessary to meet the needs of our students.

The schools assess students on the Ohio Achievement Assessments (OAA). The Dayton Liberty Campus employ several additional formal structures to ensure that student performance data is reported to our parents.

Students in grades 2 through 8 undergo EdisonLearning Benchmark Assessments in reading and math each month. Teachers analyze the Benchmark data to identify individual and class weaknesses and target instruction as needed. The Benchmark Assessments are designed to support a comprehensive program of teaching and learning at all grade levels and in all major content areas. The Benchmarks offer teachers the unique monthly gauge of students' knowledge of Ohio and EdisonLearning standards. These assessments take the form of short quizzes that mirror criterion-referenced and norm-referenced tests. As a result, the Benchmark Assessments provide our teachers with timely information about the strengths and weaknesses of classes and grade levels on the major standards of each content area.

Benchmark Assessments have several important purposes. Their primary goal is to help teachers improve their classroom instruction by providing regular feedback regarding the students' proficiency in Ohio curriculum standards. Students' retention of specific strands such as vocabulary or number sense can be monitored and graphed to provide important information to teachers during their lesson planning.

The Benchmarks Methodology

*Dayton Leadership Academies-Dayton Liberty Campus
May 2010*

The methodology of the EdisonLearning Benchmarks is very deliberate and is designed to deliver a stable, valid assessment that will help schools determine how close students are to mastering the skills needed to pass the state’s high-stakes assessment (in the case of Ohio, the Ohio Achievement Assessments). When creating new Benchmark content for a state, the EdisonLearning Content Team researches all publicly-available materials about a state assessment by scouring through a state’s department of education website or having conversations with a state’s assessment and research offices. This research results in a collection of various resources, including academic standards documents, testing blueprints, and released test items. For the state of Ohio, EdisonLearning has based all Benchmark content on the Ohio Academic Content Standards.

From a study of these resources, a list of essential skills is determined and a content map is created. In most states, there are typically 50 skills in Math (per grade) and 10–20 skills in Reading (per grade) that are assessed on the state high-stakes assessment. Using this research, the EdisonLearning Content Team creates a detailed content map that indicates which skills are assessed in each month of the year.

Our methodology focuses on essential skills, including (1) critical state-specific skills that students must master at each grade level, (2) foundational skills, and (3) most frequently tested skills in each state. Thus, in addition to laying out which skills are assessed each month, based on an analysis of historical trends, the Content Team is also able to lay out *how often* a skill is assessed throughout the year. Not only do students receive the appropriate state-specific skills at each grade level, but they also receive the skills in the correct proportion to which they have historically appeared on state assessments. All Benchmark Assessments are created and reviewed by subject matter experts to ensure the validity of the assessment through a tight alignment of test items to a state’s standards. Our review includes careful analysis of not only the standard being assessed, but also the question (how it is assessed by a state), answer choices, and appropriate distracters.

The table below shows the make-up of each assessment:

	Number of test items (per month)	
	Math	Reading
Grade 2	20	15
Grades 3-8	25	20

Math

Because of the number of assessed math skills at each grade level, it takes two months of assessments to properly cover all skills. The Math content map specifies which 25 of the 50 skills will be tested each month.

- All 50 essential skills will be tested within a two-month period.
- Eight discrete tests are created for a state.
- The first and second months’ tests are republished in the ninth and tenth month.

In high schools, content skills are tied to courses rather than particular grades, often resulting in a combination of skills.

Reading

Because of the fewer number of assessed reading skills at each grade level, it only takes one month of assessment to properly cover all skills.

- In Grade 2, two passages are generally included in each assessment. In grades 3–8, three passages are generally included.
- The 10-20 essential skills may be tested across genres or within one or two genres, depending on the state.
- Nine discrete tests are created for a state.
- The first month's test is republished in the tenth month.

To ensure the reliability and validity of EdisonLearning's Benchmark Assessments, the EdisonLearning Research & Accountability Department runs all of the standard assessment industry psychometrics (including p-values, D- values, and inter-item correlations). Unlike other assessment organizations, however, because EdisonLearning works directly with schools, EdisonLearning also has access to individual student-performance on state assessments allowing EdisonLearning to run correlations between Benchmark Assessments and state assessments.

Each year as part of content maintenance, and based on these statistical analyses, poor items (items that were too vague, items with incorrect answer choices, items that are accidentally repeated, for example) are replaced by new items. Because of the level of care taken in content creation, however, fewer than 1% of items are replaced each year. In instances where states change grade-level expectations, standards or assessments, EdisonLearning will replace all items depending upon what the research into new standards or assessments reveal. With feedback from EdisonLearning's Ohio schools in 2008-09, EdisonLearning reviewed all items and revised as appropriate based on new information that the state had released following initial content development.

As described above, progress is measured on an ongoing basis through the Benchmark Assessments and communicated quarterly through the unique report card called the Student Learning Contract (SLC), which qualitatively and quantitatively tracks student progress against academic standards and sets goals for improvement. (This contrasts with the typical report card, which grades progress relative to each teacher's subjective classroom standards). This quarterly consultation assures that families, students, and educators continually know where the students are in their educational program. This guarantees no surprises at the end of a school year. Decisions on promotion or retention are made jointly with families.

There are three evaluative parts to the SLC: identifying whether the student is working on, above, or below grade level standards in each content area; placing the student on a performance level within the set of standards he or she is working at (beginning, developing, proficient, or exemplary); and performance grades. Additionally, the SLC provides a brief written commentary from the teacher on an essential aspect of a child's performance over the quarter. All information is reviewed and results in goal setting contract between the student, teacher, and family.

Additionally, EdisonLearning employs a leading national firm, Harris Interactive, to conduct annual surveys of its parents and students on their satisfaction with various aspects of the school’s operations. Interactive is one of the nation’s leaders in helping schools and other enterprises understand their customers and improve customer satisfaction. This comprehensive survey—topics include school atmosphere, facilities and equipment, communication, and curriculum and instruction—provides substantive data to confirm that DLA is successfully serving its customers (parents and students) and helping to identify areas for improvement. A critical measure of the schools’ success is customer satisfaction. Parents, students and staff are asked to grade the Dayton Liberty Campus with “A”, “B”, “C”, “D”, or “F”.

The Dayton Liberty Campus will use their student academic performance goals to evaluate its progress in student achievement each year. Based on an analysis of aggregated and disaggregated data, the schools will assess the effectiveness that their curricula, instructional methods and practices had on overall student progress and achievement as well as on differentiated groupings of students (for instance, those based on racial demographics, income and special needs). Annually, the schools’ leadership teams work with their assigned Vice President of Educational Services to develop a Student Achievement Plan that guides the school’s academic initiatives for the coming year. The plan is routinely monitored and adjusted during the course of the year to ensure the effectiveness of the schools’ academic performance in pursuit of its achievement goals. If the school were to fall short in any student academic performance goals, their Principals, leadership teams, instructional staff, and the EdisonLearning regional field support team will work together to determine if changes are necessary. Any changes that are made to the curriculum and instructional methods and practices will be informed by student assessment data as well as teacher observations and data-supported feedback.

Additionally, the Dayton Liberty Campus will have a Comprehensive Support Team that will provide support for students. It will proactively monitor student academic, attendance, and behavioral performance data to identify students in need of support. It will also receive requests for referrals from the staff members and parents regarding children who are not making adequate progress in any area that may be affecting student achievement (attendance, academics, health, social/behavioral), thereby offering an additional stage of intervention.

Assessment Used	Description	Rationale for Use	Implementation
EdisonLearning Benchmark Assessments	Monthly formative assessments used in grades 2 and above in Reading and Mathematics.	<ul style="list-style-type: none"> Proprietary assessment used to inform short-term instruction, long-term planning, and individualized needs. assessment of students Assessment is 	<ul style="list-style-type: none"> All classes are assigned benchmark lab time on the master schedule. Teachers create a positive test-taking environment that mirrors a formal testing situation. Students go to the lab with a benchmark folder that contains scrap paper and personal benchmark tracking document to assist students in monitoring

		<p>tied to end-of-year standards and provides a complement to other academic data by providing long-term prediction of performance.</p>	<p>and tracking their own growth.</p> <ul style="list-style-type: none"> • AYP proficiency numbers, within classrooms, are monitored monthly by the classroom teacher. Each teacher knows what their class AYP target is and how many students are needed to meet AYP. • Benchmark data is analyzed in grade level teams on a monthly basis. Teachers use common Benchmark Analysis forms to walk through the analysis. Teachers use the sheet to analyze the strengths and weaknesses of the class and make decisions around how re-teaching through embedding will take place over the next month. Teachers select 3-4 skills for re-teaching based on what has been covered through the curriculum up to that point in the year that has not reached the threshold of proficiency. Teachers drill into questions to pull away knowledge on the question presentation, vocabulary or rigor which is then addressed through instruction. • Teachers work with their grade level colleagues to share ideas for re-teaching. Embedding activities on 3-4 targeted skills should happen daily during regular instruction. • Teachers analyze growth data of their class to determine personal effectiveness of instruction.
AIMSweb	Reading and math diagnostic used to assess student progress and to	<ul style="list-style-type: none"> • Used for identification of students needing additional 	<ul style="list-style-type: none"> • Teachers analyze performance bands on the universal probes to determine overall general health of the child in reading

	identify those students who are not at grade level.	support.	<p>and in math. Data analysis is driven by the Reading Coordinator with the teams. Performance triangles are created at the universal screening time to assist in teacher ownership of student growth.</p> <ul style="list-style-type: none"> • Teachers use the data to tier students in the RTI model. • Interventions, as laid out in the RTI matrix, are assigned to students in the tiers with input from their teachers on the placement. • Teachers use the data to form small groups during reading instruction and to determine interventions provided during other parts of the day within the classroom. • Students in tier 2 and 3 are progress monitored. • Teachers analyze the growth data of their class to determine personal effectiveness of instruction.
Scholastic Reading Inventory (SRI)	Computer adaptive assessment that monitors reading progress. Used for students in grades 2-8 in the fall, in January and in May. Students in grade 1 will take the assessment in the spring.	<ul style="list-style-type: none"> • Used to track identification of students needing additional reading support. 	<ul style="list-style-type: none"> • The SRI is given three times a year in grades 2-8. Student information is analyzed by teachers and is used to group students initially into small groups during reading instruction. • The SRI data is used to triangulate data points and to assist in determining correct placement in the tiers and into intervention options on the matrix. • Teachers analyze the growth data to determine personal effectiveness of instruction.
Ohio	Administered yearly	<ul style="list-style-type: none"> • Used to inform 	<ul style="list-style-type: none"> • All staff K-8, participate in the

<p>Achievement Assessments</p>	<p>under the direction of the state, 3rd graders take Fall assessments and spring assessments</p>	<p>long-term planning and individual needs</p> <ul style="list-style-type: none"> • Used to inform professional development of staff in targeted skill focus areas • Assessment focuses on end of year standards 	<p>analysis of the OAT results, both trend performance and cohort performance. Grade level strengths and weaknesses are identified, both in a reflective way and in a proactive way.</p> <ul style="list-style-type: none"> • Skills weaknesses are shared across grade levels and content areas for additional discussions around targeting skills proactively. • Individual items where students performed less than 70% proficiency, are pulled from the state secure site and are examined individually by teachers to assess what students were asked to do. This step helps ensure teachers understand the level of rigor for the skill. • Grade level teams discuss alignment of curriculum materials with released test questions and create plans to address areas where assessed skills are weak.
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The assessment schedule for the 2010-11 school year will be as follows:

The Dayton Leadership Academies

2010-2011 Assessment Calendar

August 2010						
M	Tu	W	Th	F	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2010						
M	Tu	W	Th	F	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2010						
M	Tu	W	Th	F	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2010						
M	Tu	W	Th	F	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2010						
M	Tu	W	Th	F	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2011						
M	Tu	W	Th	F	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2011						
M	Tu	W	Th	F	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						







March 2011						
M	Tu	W	Th	F	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			






April 2011						
M	Tu	W	Th	F	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2011						
M	Tu	W	Th	F	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2011						
M	Tu	W	Th	F	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2011						
M	Tu	W	Th	F	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

-  No School for Students
-  SLC Conferences (No school for students)
-  SRI Testing
-  Aimsweb Testing
-  OAA (Spring Test)
-  SRI & AIMSweb Testing
- Aimsweb Winter Benchmarking January 17-28

- Benchmark Testing**
-  2nd Grade
 -  3rd & 4th Grades
 -  5th & 6th Grades
 -  7th & 8th Grades
 -  Benchmark testing all grades
 - *3rd Quarter SRI Testing
 - January 17-21

**Fall OAA Testing October 4th -8th
 Aimsweb Spring Benchmarking May 9-20
 Created using a template from Vertex42.com

Special Student Populations

The school shall have in place policies and procedures for the education of children with disabilities that comply with ORC Chapter 3323 and PL105-17 Individuals with Disabilities Education Act (I.D.E.A.). The schools will operate in accordance with these procedures for the duration of the contract.

To provide more intensive support for students across a continuum of learning in a responsive and responsible way, the EdisonLearning special education model is “Responsive Instruction.” In keeping with the three-tiered model of Comprehensive Student Support (see description below), students with an IEP have access to all tiers according to their individual needs. The comprehensive student support stems from our overarching vision of the school. This model includes a robust special education program as well as an array of resources across the schools’ community to meet students’ diverse needs and facilitate high student achievement.

The schools have designated Comprehensive Support Teams to address issues of attendance and truancy, behavior, and academic progress as they apply not only to cases involving individual students, but also those affecting groups of students, classes, and the broader school community. The team will use various data sources to inform its decision-making process. The Comprehensive Support Team also functions as the school crisis team, responsible for creating and implementing a Crisis Intervention Plan that addresses school-wide and individual student crises.

Core team members include:

- **Principal** – The principal is the team’s key driver, responsible for ensuring that: 1.) the school is organized to support the work of this team; 2.) key deliverables are produced as directed and on time; and 3.) the team and the entire school is accountable for implementation and monitoring.
- **Academy Director (AD)** – The Academy Director supports the principal in achieving the goals of the team and provides support directly to teachers and students, as determined by the team.
- **Instructional Support Coordinator (ISC)** – The Instructional Support Coordinator is a key member of the Comprehensive Support Team, bringing expertise in instruction and individual student planning. The Instructional Support Coordinator must have a special education background. The ISC is a full-time non-teaching position. The ISC coordinates the activities of the special education team and monitors special education compliance, in addition to the responsibilities of the Comprehensive Support Team. The ISC may also be required to deliver Tier 2 small-group, specialist-directed intervention.
- **Literacy Coach (LC)** – The Literacy Coach is a full-time non-teaching position and requires a Master’s degree in Reading or English and a reading specialist certification. This individual is responsible for all aspects of literacy instruction, support, and professional development in the school and is a key member of the Comprehensive Support Team. In addition, the LC may be required to deliver Tier 2 small-group, specialist-directed intervention.

- **School Counselor** –This individual has a background either as a school counselor or social worker and is certified to serve in this role. The school counselor is a key member of the Comprehensive Support Team, bringing expertise in the behavioral, social/emotional, and mental health needs of students. This member of the team also plays an important role in creating and implementing the school’s crisis intervention plan. Additionally, he or she may be called upon to deliver Tier 2 and Tier 3 small-group, specialist-directed intervention.
- **School Psychologist** – The school psychologist provides support to the Comprehensive Support Team by analyzing data, identifying trends, conducting observations and problem-solving individual student cases. This team member also plays an important role in creating and implementing the school’s crisis intervention plan, and may support individual teachers or students, as determined by the team. The school psychologist may also provide Tier 3 small-group, specialist-directed intervention.
- **School Nurse** – The school nurse serves as a resource on health issues and provides perspective on individual cases when students present with health/medical issues.

The Comprehensive Support Team will meet at least twice per week, and each meeting will have a specific aim. One of the weekly meetings will focus on analyzing data pertaining to school-wide attendance, behavior, and academic achievement (one for math, one for reading), on a rotating weekly basis. As issues are identified, pertinent faculty members who are not standing members of the team will be invited to solution-focused meetings. The second meeting will center on individual student concerns and action plans. Individual student plans will draw upon the strategies described in the Matrix of Support, which will guide school teams in both identifying students who require support and determining the level of support needed. As individual issues are identified, caregivers and the appropriate faculty members will be invited to participate in solution-focused meetings.

The Matrix of Support, adapted from Richard DuFour’s *Pyramid of Prevention and Intervention*, is a tool that will be used by schools to form consistent, data-driven responses to students who need additional support to achieve. The matrix will address three primary areas of intervention, each a proven deterrent to student achievement: (1.) poor attendance/tardiness/truancy; (2.) behavioral issues; and (3.) lack of academic progress. The matrix is built on an overall school design based on a three-tiered model of student support

Three Tier Model of Student Support:

- The **first tier** is the core instructional program and behavioral support model in place for all students in the school. Tier 1 also includes prevention programs.
- The **second tier** is for students identified as requiring targeted intervention. These students continue to receive instruction in the core program, and also receive targeted intervention. Targeted intervention will include individualized computer-assisted instruction and/or small-group, specialist-directed intervention as indicated by need (data driven by the Matrix of Support). A key component to Tier 2 intervention is weekly progress monitoring to measure

the effectiveness of the intervention and determine next steps (*i.e.* return to Tier 1, Tier 2 with greater intensity of support, Tier 3).

- The **third tier** is for students identified through Tier 2 data collection as requiring more intensive support to achieve. Tier 3 support is intensive small-group, teacher-directed intervention delivered by an intensive intervention specialist, and it replaces instruction in the core curriculum.

The schools provide extensive opportunities and mandatory requirements for professional development for Special Education staff. The school's mandatory staff development includes Special Edison Learning Staff Development, *Foundations* Reading Training, Storytown training, *LANGUAGE!* training and Wilson Reading training, which is designed for lower functioning older students. Two days each month are dedicated to Special Edison teachers to be involved at house meetings at the school level.

Evaluation will be done through Monthly Benchmarks, AIMSweb probes, Friday Assessments, Chapter Tests, and Classroom Teacher Tests. In addition the school will administer the Scholastic Reading Inventory, the Ohio Achievement Assessments, and the Woodcock-Johnson test. A school psychologist may also test students.

Special Educators are responsible for reviewing Individual Education Plans. IEPs are reviewed early each year with parents, the regular homeroom teacher and administrators. At this time changes and adjustments may be made to the IEP.

Plan for Educating ELL Students

Students at the Dayton Liberty Campus who are English Language Learners (ELL) will achieve proficiency in the English language as quickly as possible through the use of the School's services and teaching methods. The Dayton Liberty Campus assure that ELL students will not be excluded from curricular and extracurricular activities based on an inability to speak and understand the language of instruction nor will ELL students be assigned to special education because of their lack of English proficiency. The Dayton Liberty Campus will comply with all applicable law regarding the education of ELL students.

The Dayton Liberty Campus will provide research based instructional strategies, and develop and coordinate collaborative family support services for ELL students. ELL students will receive the same academic content as those students who are non-ELL students. All instruction will be in English; however, the level of English used for instruction – both verbal and written – will be modified for any ELL student if necessary. Parents of ELL students will be kept abreast of their child's progress in English language acquisition. Based on the Home Language Survey, The Dayton Liberty Campus will know which students come from homes in which languages other than English are primarily spoken. In such instances, any school communication with the parents shall be in the language that parents best understand or otherwise authorize.

Identifying ELL Students

The Dayton Liberty Campus will begin to identify ELL students through the Home Language Survey. The Home Language Survey will be sent to every student's household after the start of

each school year and is designed to help identify students who may have limited English proficiency. If, based on answers to the Home Language Survey, the charter school staff determines that the student is of foreign birth or ancestry and comes from a home where a language other than English is spoken, the student will be assessed with the ACCESS for ELLs test. The information from the home language survey and ACCESS for ELLs test will be stored in The Dayton Liberty Campus' student information system; under student history, so that the charter school can monitor language progress over time.

The Dayton Liberty Campus' teachers (who will receive training in educating ELL students) will also be responsible for observing each student throughout the class day with an eye toward detecting limited English proficiency. Any student suspected of having limited English proficiency will be tested to determine what level of services, if any, are necessary. The ACCESS for ELLs test will be administered to students suspected of having Limited English Proficiency based on these teacher observations of classroom work, and again, the student's score on the ACCESS for ELLs test will determine if s/he will be classified as an ELL student.

Exit Criteria for ELL Services

Students designated as ELL students will be administered the ACCESS for ELLs test at the end of each year to determine progress and proficiency levels. As required, all ELL students will take the ACCESS for ELLs test until they reach fluency levels that exit them from the program. Once a student has been removed from ELL learner status, s/he will continue to be monitored for the following year to ensure that there was not a premature removal from ELL learner classification. The monitoring will involve ongoing teacher observations of the student's oral and written performance in class and a review of standardized and classroom-based assessments. If there is a concern that the student is continuing to struggle due to a continued language barrier, The Dayton Liberty Campus will arrange for a meeting involving the parents, student and teacher to determine if a return to ELL learner status is necessary.

Staffing

The Dayton Liberty Campus will continue to seek out highly qualified and certified teachers with experience and a proven track record of successfully working in an urban setting. We will continue to strive to find teachers who model the highest academic standards and who most effectively can support the mission of the school. The schools intend to employ teachers who meet NCLB's Highly Qualified standard, who are certified by the state of Ohio, and/or who are in a program completing the necessary tasks to meet the Highly Qualified standards in a timely manner.

School Leader

Principal Screening and Selection Criteria

STEP 1: For the initial screening of candidates, core qualifications must include:

- Master's Degree
- Education Administrative Certification
- Three to five years' experience in instructional leadership
- Three to five years' teaching experience

STEP 2: If candidate passes initial screen, the candidate submits data demonstrating success in moving student achievement (3 years), as well as a writing prompt (one or two paragraphs) that explains the data

STEP 3: If the above criterion is met, Recruiter partners with hiring manager (i.e., RGM, VPES) and/or Board to execute the additional screening tools, which may include one or more of the following:

- Haberman Star Urban Administrator Questionnaire
- Performance/behavior-based questions (e.g., TAO)
- Gallup
- To further narrow the pool, Recruiter may execute additional strategies, such as walk-throughs in the candidate's school, as well as performance-based assessments

STEP 4: Final candidates are identified

- Reference checks are conducted on final candidate(s)*
- Candidate(s) will be asked to provide College and Graduate Transcripts and copy of Principal Certification

Background checks are conducted on final candidate, typically concurrent with a contingent offer

Evaluation

The principal will be supported and evaluated using EdisonLearning's Performance Management System for principals. The Performance Management System is designed to support principals as they execute the five leadership roles of Instructional Leader, Organizational Leader, Culture Builder, Site Manager and Edison Executive, and measures their progress and success in achieving their annual achievement and professional growth goals.

Performance management is an ongoing, reflective process that uses various tools and strategies to support principal growth and success. The process begins before the start of each school year with a review of the previous year's performance results, including the extent to which achievement and professional goals were reached, self-reflection, the results from the VPES and Principal performance assessment using the EdisonLearning Leadership Rubric, and the results from a research-based 360-degree tool that measures the effectiveness of observed principal behaviors. From these findings, performance and professional growth goals for the coming year are set, and strategies to achieve these are identified and captured.

Throughout the year the principal is actively involved in ongoing professional development, peer group activities and action research activities that are aligned with his/her performance and professional growth goals. This may include attending conferences such as the EdisonLearning Leadership Development Academy, participating in webinars, or receiving on-site training from the VPES or curriculum specialist.

Every other month, the principals meets with the VPES to review progress being made towards goal achievement. Both the principal and VPES complete the Bi-monthly Leadership Review form and discuss their results. Discussion also focuses on what the principal has done since the last meeting to move forward in meeting goals, what challenges s/he has faced in achieving goals, and what alternate or additional plans can be made to support the principal in achieving those goals. Ongoing monitoring and feedback is critical to supporting the principal's success. If necessary the goals are adjusted at the time of the January bi-monthly review.

Towards the end of the academic year, the summative review between the VPES and principal takes place. This formal review, completed by the VPES, provides a final snapshot of the extent to which the principal has accomplished the goals that were laid out, and becomes the basis for the next year's goal setting, assuming the principal is returning to the position.

Recruitment Strategies (as necessary)

In the event that the current school leaders do not continue in their positions during the terms of this charter renewal, EdisonLearning will actively seek outstanding, highly qualified candidates for these positions. EdisonLearning will strive to find candidates who model the highest academic standards and who most effectively can support the mission of the school. EdisonLearning will execute recruitment efforts in a time-sensitive manner to ensure hiring deadlines are met.

EdisonLearning's Recruitment Department works closely with the charter school and Board to support recruitment, selection, and hiring of school leadership and administrators. The school benefits from the support of a professional human resources staff that is familiar with the needs and challenges of staffing urban schools with qualified personnel. All candidates will be thoroughly screened to obtain pertinent information about a candidate's background. If applicable, the candidates will also take appropriate pre-screening assessments. Candidates may be asked to provide student achievement data to demonstrate a track record for increasing student achievement, as well as complete writing samples.

To attract high quality candidates, EdisonLearning will utilize a variety of sourcing strategies to target prospective candidates. All candidates will apply online through the EdisonLearning website. EdisonLearning will utilize the internet, including its own applicant database, to post, source and recruit candidates. EdisonLearning will also partner with national organizations, including Teach For America, as well as participate in networking opportunities to recruit active and passive candidates.

EdisonLearning will conduct reference checks, employment verifications and background checks (to include verification of teaching credentials for instructional staff) on all personnel to ensure legal requirements and the children's safety are met.

Principal and School Leadership Recruitment Sourcing, Recruitment, Application and Screening Processes

Sourcing Strategies

- Build and utilize relationships with top flight external partners to ensure we have adopted best practices in principal recruitment
- Proactive recruitment in the 90-90-90 schools and other Breakthrough Schools
- Solicit quality referrals from EdisonLearning employees and external partners
- Build relationships in key local markets throughout United States
- Expansion of relationship with TFA to build talent pipelines for leadership talent
- Groom student teacher pool

Dayton Liberty Campus

Teacher Recruitment and Selection

The Dayton Liberty Campus is committed to employing Highly Qualified teachers as required by the No Child Left Behind statues and as defined by Ohio regulations.

The recruitment and selection process used at the Dayton Liberty Campus is as follows: Teacher candidates must first complete an online application at www.edisonlearning.com/join_our_team/teach. When the application is completed, candidates are contacted by phone for a 15-minute phone interview. This is completed by an EdisonLearning recruiter. The phone interview asks candidates to discuss their experience working with children, their classroom management techniques, use of technology in the classroom, and use of assessments and their results in the classroom. Following the phone interview, candidates are asked to complete an online assessment through the Haberman Foundation. Additionally, candidates submit professional documentation including copies of transcript, copy of teaching certificate (if completed), letters of recommendation and teaching evaluations.

Once the online assessment has been completed and the documents have been submitted, everything is reviewed and passed along to the principal, should the candidates meet the minimum cut off score on the assessment and have positive evaluations/recommendations. The principal is responsible for scheduling formal in-person interviews. The final step in the process is a demonstration lesson, which involves the candidate teaching a 30-40 minute lesson of his/her choice in an actual classroom with our students. Offers are made based on availability of positions and qualifications of candidates. All candidates must hold a valid Ohio teaching license in order to be considered for a teaching position with our schools.

The school follows the same steps above for all positions, including special education. Special education teachers are required to hold the Ohio Intervention Specialist certificate.

All employees have a one-year at-will contract.

In addition to the aforementioned criteria, we will look for teachers who demonstrate empathy, flexibility, respect for students, patience, a team-oriented mentality, and enthusiasm. We will also look for candidates who have community connections and who show a commitment to the success of a neighborhood school. Through pre-screening, the Haberman Star Teacher Pre-Screener assessment, the interview and a demonstration lesson, we will build strong pools of candidates meeting these criteria.

The staffing model will follow the EdisonLearning School Design and includes Fine Arts staff. Classroom teachers will be supported by curriculum specialists in reading and math and an administrative team that includes a Special Education Coordinator.

Professional Development

The Dayton Liberty Campus teachers will benefit from EdisonLearning's professional development program, which offers ongoing support to all instructional staff at levels ranging from the new teacher to the seasoned professional. Professional development will be delivered in a variety of modes, including off-site training, on-site pre-service training, a full day of in-service training each month, and on-site daily professional development during House meetings. EdisonLearning's off-site training includes Leadership Team Training, National Teaching Academy for Junior Academy and Fine Arts teachers and an Instructional Leadership Conference.

The on-site pre-service training will be completed prior to the opening of the school year. The intentional focus of the new teacher training will be to prepare teachers to get off to a strong start. Therefore, its content will be focused on preparing teachers to deliver the instructional programs selected for the school. The entire teaching staff will also receive training in creating an intentional and responsive learning environment. This training will cover such topics as Morning Meeting, Establishing Procedures and Routines, Character Education, and Creating a Classroom Management Support Plan. Its focus will be on helping the school build a positive and intentional environment for students.

As mentioned in the School Characteristics section, teachers at the Dayton Liberty Campus will participate in 11 professional development days over the course of the school year. The content of these sessions will be driven by analysis of the EdisonLearning regional support team, principals and curriculum coordinators. Decisions making that drives professional development will be driven by data analysis on the strengths and weaknesses of students demonstrated in academic testing results and by the analysis of curriculum fidelity and teaching quality observations.

In addition to days set aside to focus specifically on professional growth, teachers will be engaged in one PD period each day during the school year. This 45-minute block of time is focused on reading, math, achievement data, Comprehensive Support team, technology integration, and benchmark analysis. Teams consisting of same grade level teachers meet during these PD sessions and are guided through their work with members of the school leadership teams. The professional development schedule is laid out for the schools on a weekly rotation basis to ensure consistency for staff. Professional development meetings are held at the same time and in the same meeting spot daily. The regional team and the principals work to create a customized plan for each school based on the school goals and initiatives. A school-specific calendar is customized on a bi-monthly or quarterly basis to ensure responsive reaction in planning for individual school and teacher needs.

The collegial discussion time provided for during planned professional development sessions fosters a strong school culture among the staff. Staff members have the daily opportunity to gather with their grade level or House teams to work towards greater success in instructional delivery tactics, student management strategies, data analysis findings and the follow-up action plans. Supporting staff through the engagement of the leadership team in each professional development session sets the schools apart as collaborative learning communities.

Additionally, the Dayton Liberty Campus Local Professional Development Committee (LPDC) continually monitors and evaluates the professional development sessions delivered at each campus, according to the Ohio Educator Standards for Professional Development.

Using the state-approved Individual Professional Development Plan template, also known as the IPDP, the LPDC approves each teacher's plan, which includes specific teacher and student outcomes, and monitors the professional development that supports the approved IPDP, according to the Ohio Rubric. This monitoring and evaluation process for professional development ensures that the sessions will meet the teacher and student outcomes set forth in each teacher's IPDP.

In conjunction with this process, for the upcoming school year, intentional time has been built into the monthly meeting schedule with teachers to reflect on the effectiveness of the professional development being delivered, and targeted observations will be conducted to monitor evidence of implementation of the next steps that result from the professional development sessions. This will provide immediate feedback to teachers on their identified outcomes from their IPDP, which will, in turn, improve student outcomes.

Teacher Evaluation

The Dayton Liberty Campus teacher evaluation process is completed annually for all instructional staff within each school building. The process begins in the fall, when teachers complete the EdisonLearning Goal Setting and Evaluation form. This form asks each teacher to work with their house team members as well as the principal to identify specific goals in each of five critical areas:

1. Curriculum, Instruction and Assessment
2. Learning Environment
3. Family Partnership
4. Technology
5. Student Achievement

Goals are set by the end of the first month of school (but no later than October). Teachers are responsible for tracking their progress against goals, creating a portfolio of evidence of their success in working toward goal achievement.

In addition, during the course of the school year, the principal will conduct several classroom observations. The exact number will be dependent upon the teacher—newer teachers, or those with support needs are likely to have more observations than experienced or master teachers. The principal will complete the Teacher Performance Appraisal Classroom Observation form,

and will have a meeting with the teacher after the observation to discuss what was observed, provide feedback and revise the teacher' goals and professional development plan if necessary.

In April, the teacher will complete the self-evaluation section of the Goal Setting & Evaluation Form, submitting the completed document along with evidence of successful completion of the goals. The principal will use the data from the observations, the Teacher's Goal Setting and Self-Assessment portfolio, as well as data related to the teacher's academic success, attitude and teamwork, to make a final evaluation for that teacher. Based on the evaluation results, the teacher may be asked to return for another school year, or identified as a non-renewing teacher.

Technology

The school has two new state-of-the-art computer labs, a new Library Media Center and new hardware technologies intended to improved network speed, desktop performance, wireless access, mobile computing and internet safety.

Additionally, there are three Customized Learning Labs:

1. The Library Media Center (LMC) is an expanded space where two classes simultaneously work in activity centers. The LMC is designed for students to engage in instructional activities both individually or in groups. The center of the space is designed for large or small groups work at tables with easy access to reference and nonfiction print materials as well as an interactive whiteboard. All students are assigned to the LMC once every three days in rotation.
2. The My Learning Lab (MLL) houses 60 desktop computers in 10 hexagonal stations with privacy dividers to help students focus. Students receive one-on-one, customized instruction through technology-based software programs. The design is for two classes to use the space while one teacher supervises the students using LanSchool classroom management software. All students are assigned to the MLL once every three days in rotation.
3. The Flex Lab is a space designed for two classes, with 30 computers arranged around the perimeter of the room and 8 tables arranged in the center of the room for small group work. The space is "flexible" and allows teachers to have some students working on computers while others are engaged in independent or small group work. All students are assigned to the flex Lab every three days in rotation.

Software used includes LanSchool classroom management, ALEKS, Lexia, AIMSweb, Soliloquy Reading Assistant, Scholastic Reading Inventory, BookFlix, SciLink, Discovery Channel School, Active Art, WorldBook online, Mapmaker, Timeliner, Big6 Turbo Tools, TypetoLearn and Visual Thesarus.

Ohio Technology Standards are aligned in each curricular area.

Should new technology be introduced, the application owner will either arrange for a certified trainer or conduct their own on-site professional development for their particular application/technology. System administrator training is offered for all district coordinators, building administrators and technology staff; end-user training is offered for all teaching staff.

EdisonLearning's Director of Library Services, a member of the EdisonLearning Teaching Academy, plays a particularly active role in the development of our technology integration in the Library Media Center. This includes introducing new technologies, drafting integration strategies, participation in weekly calls and visiting the school several times a year for progress monitoring.

Professional Development

EdisonLearning has an in-house team of curriculum coordinators comprised of a national team of educators and training professionals known as the EdisonLearning Teaching Academy. This team develops and supports the strategy for aligning the Ohio Technology Standards into each curricular area.

As part of EdisonLearning's new school design, an increased emphasis has been placed on collaboration between teachers and the Library Media Specialist (LMS). These collaborations were extremely effective at developing lesson plans that incorporated technology in the Library Media Center into a current lesson plan. Moving forward these collaborations will continue to develop with each teacher being responsible for a Library Media Center binder. The LMS will guide the development of these binders using a newly developed matrix of house teams and specific technology skills. The matrix will provide an approved timeline for when the specific technology is to be introduced by House and will also serve as a record of successful introductions. Working in conjunction with the Library Media Specialist, teachers create lesson plans that correlate with tech standards and share them with their House team. A sign-in sheet is prepared and signatures are collected for all in-house professional development sessions. This includes those completed by the Technology Coordinator, Library Media Specialist, or Application Owner. All sign-in sheets are maintained in a binder housed in the Technology Coordinator's office.

For all subject areas, the school is trying to close the gap with teacher technology competency by focusing on specific professional development needed to assist the teachers in the study of student data and the fulfillment of their classroom and professional duties.

EdisonLearning utilizes regional conferences, webinars, message boards, and web site information that the teachers, curriculum coordinators and administrators can use for curriculum and technology development. The state offers more classes and seminars through eTech Ohio as other opportunities to get staff involved and sharing with their house teams.

EdisonLearning will use the following data/feedback to monitor and measure the school's progress toward aligning all of our curricular content standards with Ohio's Technology Standards:

- An analysis of our monthly benchmark data will be completed to determine the percentage of students who meet and/or exceed state standards on the Ohio Achievement Assessments in reading and mathematics.

Each month's benchmarks are analyzed by grade level and a school-wide form is used to track proficient students and identify focus skills for embedding. The due date for the benchmark data analysis is the first Tuesday of every month. Teachers submit their analysis forms and meet during their professional development meetings to discuss their action plans for building on the weak skills from the previous month. The analysis is collected by the lead teacher.

- Both the monthly and quarterly benchmark analysis will be monitored by the classroom teachers, administration, and the building curriculum coordinators. The teachers learn to collect the data and analyze it down to the skill and strand level to pinpoint how to modify their lessons to focus on different content areas. This testing has been a large factor in student achievement.

The principal will require teachers to hold a certain level of technological competency. This will be accomplished by requiring a technology component as part of each teacher's professional growth plan.

Technology Budget

The Technology Coordinator reviews budget targets and planned expenditures with the School Operations Manager monthly to measure efficiencies. The School Operations Manager reviews both actual and planned technology expenses with the Principal, and the EdisonLearning Regional General Manager monthly as well to measure the cost to the organization. Any unexpected technology expenditures or expenditures that fall outside of budget guidelines are reviewed monthly in the school board meetings for possible corrective action or approval of emergency funding.

The teachers, User Support Technician and Technology Coordinator are responsible for maintaining equipment inventory and the technology budget to facilitate technology purchasing, upgrading, and maintenance decisions so that there is an inventory catalog showing that the efficient, functional technology equipment is provided for the schools.

All equipment is purchased in accordance with EdisonLearning procurement policies, procedures and guidelines, and acquired fixed assets are entered and tracked in our inventory database in accordance with EdisonLearning inventory policies and procedures on an annual basis. The policies and procedures for purchasing materials, especially consumables, are in line with EdisonLearning Standards, utilize online procurement tools with approved vendor management, and require no additional funding. Maintenance and repair is planned for and budgeted annually and the schools will purchase technology equipment at both buildings to replace any that is not working, as listed in the needs assessment for the building.

The Dayton Liberty Campus Tech Team conducts a needs assessment annually on existing technology in the schools to determine what equipment needs replaced as the EdisonLearning contract is renewed.

The purchasing of technology equipment to replace any that is not working and/or out-of-date, is monitored by the Technology Coordinator as well as the EdisonLearning technology staff based on what is listed in the needs assessment for each building.

The purchasing of interactive, instructional software for the building will be chosen by the EdisonLearning technology staff in conjunction with the teaching staff and the Technology Coordinator. This will be completed when the equipment is purchased and students are using the equipment to be creative. Staff development activities such as surveying staff annually to assess technological skills and needs and providing professional development to all staff on the integration of technology into the curriculum will be completed by the Technology Coordinator and the Dayton Liberty Campus Tech Team as well as any Technology Curriculum Coordinator that may be present at the schools.

EdisonLearning will conduct an annual technology assessment given at the end of each school year. We use this to determine what knowledge they already possess, what challenges they face with either data access or data quality with any of our educational software systems. The results of this survey are used to determine the deficiencies in technology professional development for teachers throughout the school year as well as determining any areas where we are not meeting the expectations of our staff as it relates to their satisfaction with data access and system reliability of the educational software available to them.

Parents

Our parents can feel secure that their children are using technology in a secure environment. All students have their own secure network logins. Based on the authorization and authentication a users desktop is displayed, approved network shares are assigned, and authorized printers are made available. Additionally, a series of global policies created and maintained by our Edison technology team are launched based on the user group associated with the account. These policies restrict workstation functionality to a consistent set of standards based on industry best practices and Child Internet Protection Act (CIPA) guidelines.

Additionally, all teachers are trained in the use of LanSchool classroom management. LanSchool student software is installed on all lab computers and LanSchool teacher software is installed on all staff laptops. Among the many monitoring tools provided by LanSchool are the ability to see which student is logged into which computer, the ability to view the Internet history of individual students, and the ability to restrict access to specific websites at the student or class level.

Parents will have access to a Parent Portal that is integrated in the infinite Campus Student information System. As part of the parent portal, parents will have the opportunity to view their child's grades as well as monitor homework assignments.

The Dayton Liberty Campus Technology Team utilizes a suite of monitoring tools including a morning status report, monthly metrics reporting, NetQos network monitoring and OsKar server management software to proactively monitor student access to technology. We set annual reporting goals that adequately support learning across all curriculums as monitored by the Technology Coordinator and EdisonLearning's Technology staff.

School Culture

The Dayton Liberty Campus is a public institution that foster democratic principles and basic ethics. As a result, the Core Values of Wisdom, Justice, Courage, Compassion, Hope, Respect, Responsibility, and Integrity are modeled, prized, and expected by all school stakeholders. The Core Values are the foundation upon which all achievement and personal growth are built.

The Dayton Liberty Campus is committed to creating and maintaining a positive school culture and learning environment that by fostering the Core Values encourages cooperation, fosters creativity, and nurtures students in taking risks involved in learning. Parents and community members play an important role in supporting the learning environment through using common, respectful language that encourages and inspires students.

Our school culture begins with shared norms, beliefs, values and goals that are based on seven developmental tenets: safety/structure, relationships, belonging, self-worth, independence, competence/mastery, and self-awareness/control. Building a strong culture results in processes and procedures that produce consistency in adult and student practices in achievement, behavior and climate, which include the following:

- **For adults:** Empowered, efficacious, engaged, in control of learning outcomes and behavior of all students
- **For students:** Self-regulated, confident in their ability to perform and behave, bonded, socially responsible, intrinsically motivated, shared identity with adults (“We’re all Soaring Eagles!”).
- **For the schools:** Safe, academic goals met, teacher retention, cost-effective process, positive public perception.

The Dayton Liberty Campus philosophy regarding student behavior and discipline involves the integration of School-Wide Positive Behavioral Support (SWPBS). SWPBS utilizes a framework for developing 3 to 5 shared expectations for behavior across settings and creates a proactive system that supports pro-social skill development, using data to maintain best practices and ensure success.

There are eight core features in SWPBS:

1. Establishing Administrative Commitment
2. Developing a Behavior Team
3. Examining School-Wide Behavioral Support Needs
4. Defining 3-5 School-Wide Behavioral Expectations Across Settings

5. Systematically Teaching Expected Behaviors to Students Across Settings
6. Encouraging Expected Behaviors
7. Discouraging Problem Behaviors
8. Monitoring Progress and Decision-Making

The Dayton Liberty Campus believes that proactive discipline holds students accountable through active engagement, helps students examine choices and their impact on others, and promotes learning/mastery through providing a combination of control and support.

Student support strategies are an important part of the Dayton Liberty Campus student behavior model. These effective practices foster awareness, actively involve students, separate the “deed” from the “doer,” and see every instance of wrongdoing as an opportunity for learning. Some examples of strategies used by the schools that foster these practices are, as follows:

- school-wide classroom behavioral expectations supported by the “PRIDE” incentive system;
- use of “Power Stations” to lead students through the self-reflection process;
- classroom community meetings that reinforce pro-social norms;
- student skill/interest inventories;
- restorative reintegration practices and conferencing; and
- mentoring.

Additionally, there are two teams in place at the school that offer intensive support to students, families and faculty. First, the Comprehensive Support Team, which is comprised of administrators, curriculum specialists, intervention specialists, tutors and members of the Student Services Team, meets twice a week to look at academic, attendance and behavioral data for all students, as well as review student referrals made by teachers who have concerns. Once concerns and needs are identified, this team collaborates with the students’ families and teachers to implement individualized intervention strategies for improvement and success.

Next, there is also the Student Services Team, of which the Student Support Manager and School Counselor are members. It is the link between school, home and community, and is critical to identifying and partnering with community resources to serve the needs of students and their families. The Comprehensive Support Team is able to not only assist with intervention, but to also identify those students who may be at risk. This allows the team to help with early prevention, before a child develops a serious problem in the areas of behavior, academics and/or attendance.

As it relates to students with special needs, while the IDEA affords students with disabilities many protections, they are not completely exempt from the Dayton Liberty Campus disciplinary rules or processes. With certain exceptions, and when the behavior in question is not a manifestation of a disability, the Dayton Liberty Campus discipline disabled students in the same manner that they discipline nondisabled students. Even when this behavior does stem from a disability, in accordance with state and federal laws the schools have expanded options to address dangerous behaviors. Chapter 5 of the Dayton Liberty Campus Special Education Policy

and Compliance Handbook outlines all procedures necessary for disciplining special needs students.

In addition to these support strategies, the school's House and Lead Teacher structures foster collegiality and co-planning among all instructional staff, and encourages shared support for all strategies implemented for student success. The Leads for each House team work directly with the Academy Director, Curriculum Specialists and Principal for instructional support needed within their house.

Along with the House team structure, there is also extensive training in "Learning Environment" for all staff, to promote shared vision and common language around the practice of creating a proactive, positive, student-centered learning environment. Staff members receive ongoing training on the following topics: Procedures and Routines, Language of Learning, Positive Incentives, Character Education, Morning Meeting, Cooperative Learning, and Reasons for Misbehavior.

The Dayton Liberty Campus is committed to maintaining its mission, guiding principles and core values by renewing their contract for educational and management services.

Parent Engagement

Family involvement is key to a child's success in school. The Dayton Liberty Campus is committed to keeping families engaged in their children's education, both at school and in the home.

At the Dayton Liberty Campus, every student, his or her parents, and the teacher meet quarterly to review a unique narrative report card called the Student Learning Contract (SLC). The SLC gives parents a more thorough understanding of their child's progress against end-of-year standards as well as a letter or numeric grade reflecting the quality of their classwork. Together, the student, parents, and teachers agree on goals for the next quarter, and how they can work together to meet them. This contract allows all parties to take ownership of the child's success.

Family members are encouraged to play an active role at the Dayton Liberty Campus. Volunteerism is encouraged and desired at every level of school operations. All stakeholders are invited monthly to the school for family activities including student performances, student art exhibits, school fairs, and athletic events.

Monthly school-wide newsletters and weekly House team communication are sent to all families and stakeholders to inform everyone of what is happening at each campus. Articles and advertisements from every House team are included in the school-wide newsletters, and House teams collaborate together for the weekly communication to include specific classroom information.

A full-time Student Support Manager and School Counselor are available for any family or student support issues that arise. Both positions serve on the Dayton Liberty Campus Comprehensive Support Team and assist with intervention and partner with the families of the

students who have been referred for academic, behavioral and/or attendance concerns. Additionally, the Dayton Liberty campus has established a Parent Room and also includes a dedicated Parent/Volunteer Coordinator on its staff to foster strong relationships with parents who want to volunteer throughout the school. The Parent/Volunteer Coordinator also conducts parent workshops, maintains the uniform closet for students who need new uniforms, and trains all parent and community volunteers on school protocol and procedures before they are released to work with students and staff.

Parent satisfaction is crucial to student achievement, as students learn most when parents are positively engaged with their children's school. The Dayton Liberty Campus annually contract with the Harris Interactive Research Firm to survey parents, students, and staff members on their satisfaction with the schools. Harris Interactive is one of the nation's leaders in helping schools and other enterprises understand their customers and improve customer satisfaction. Parents, students and staff are asked to grade their school overall with a letter grade ("A" through "F"), and then they also rate and give feedback on five areas identified for school improvement (Technology, Curriculum and Instruction, School Staff Development, Family and Community Concerns, and Facilities and Operations).

The surveys are conducted every spring, and each school receives the results in early fall. This allows our schools leaders to examine the data and implement changes in the key identified areas to continually improve student, parent and staff satisfaction. The principals work directly with the school leadership teams to identify the necessary changes and monitor staff implementation throughout the school year.

Community Partnerships

The quality of public education continues to be a top issue at local, state, regional and national levels. Public education is seen as a critical determinant of a community's vitality and the productivity of its workforce, as well as the extent to which its citizens are well informed. As a result, The Dayton Liberty Campus has secured important community partnerships, and are vigorously working to create more. The Dayton Liberty Campus has partnered with local businesses, community leaders, non-profit organizations, and faith-based organizations to provide a broad base of community involvement.

The school's Board of Friends is a valuable link that encourages student and parent involvement with projects inside and outside of the school. Our partners lend their expertise and are visible advocates for our schools for academic achievement, as well as enrollment and retention. By forging these collaborations, we have profited from the opportunity to have community and business leaders involved in school functions and ensuring that our educational goals are at the forefront of the community's agenda. Our partners encourage participation in community functions that promote well-being, community service, learning opportunities and student enrichment. Members of the Board of Friends meet monthly and discuss upcoming school activities, ways to increase parent and student involvement, school-community collaboration, enrollment and volunteerism.

Board of Friends participants and the nature of their partnerships include:

- Bryan Suddith, Executive Director, KIDS Voting, Inc.
- James Bolden, Minority Services Supervisor, Public Health Department of Montgomery County
- Robin Carter, Membership Director, YMCA Downtown Dayton
- Tommy Stewart, Executive Director, Spirit of Peace, Inc.
- Dominic Magwood, Director of Financial Aid, Sinclair Community College
- Paula Cosby, Director Community Development, Wright-Dunbar, Inc.
- Kisha Foster, Teen Service Supervisor, YWCA Dayton
- Rev. Harold Cottom, Pastor, Mt. Enon Missionary Baptist Church
- Kenya LeNoir Messer Ed. D., Vice President for Student Development and Enrollment Management, Wilberforce University
- Marlon Shackelford, Nationally Certified Rites of Passage Facilitator, Omega Community Development Corporation

The Dayton Liberty Campus community-wide partnerships are extensive, and also include several community service projects such as: Montgomery County Children Services Toy Cottage, the Southern Christian Leadership Conference MLK Celebration, Crayons to Classrooms, The Dayton Christian Center, and the Northwest Priority Board.

The Dayton Liberty Campus will develop additional community partnerships through our continuous outreach efforts. Incentives have been developed to encourage parents, students and staff to be participants in community functions promoting well-being, community services, learning opportunities, and student enrichment. Additionally, Board of Friends members are encouraged to invite their colleagues and business associates to collaborate with the schools.

EXHIBIT II
FINANCIAL PLAN

EXHIBIT II: FINANCIAL PLAN

Budget

Dayton Liberty Academy Five Year Budget			FY 2010				
	Actual	Actual	Estimate	Estimate	Estimate	Estimate	Estimate
	\$7896/student	\$7265/student	\$7348/student	\$7347/student	\$7494/student	7644/student	\$7797/student
	ADM 714	ADM 662	ADM 609	ADM615	ADM 615	ADM 615	ADM 615
Revenue:	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
State Foundation Basic Aid	\$ 5,066,659	\$ 4,808,338	\$ 4,189,189	\$ 4,230,461	\$ 4,609,160	\$ 4,701,343	\$ 4,795,370
SFSF Stabilization			\$ 285,511	\$ 286,323	\$ -	\$ -	\$ -
Donation	\$	10,000					
Sales Tax Rebate Fund	\$ -	\$ 37,566					
Total General Fund	\$ 5,066,659	\$ 4,855,924	\$ 4,474,700	\$ 4,516,784	\$ 4,609,160	\$ 4,701,343	\$ 4,795,370
Federal/State Grants	\$ 1,042,709	\$ 1,312,914	\$ 1,334,956	\$ 1,351,655	\$ 1,368,868	\$ 1,416,666	\$ 1,444,999
Federal Carry-Over Prev Yr	\$ -	\$ -	\$ 253,763	\$ -	\$ -	\$ -	\$ -
ARRA Stimulus	\$ -	\$ -	\$ 683,998	\$ -	\$ -	\$ -	\$ -
Administrative Fund	\$ 92,240	\$ 95,007	\$ 97,857	\$ 100,793	\$ 103,817	\$ 106,931	\$ 110,139
Interest	\$ 35,472	\$ 6,418	\$ 6,546	\$ 6,677	\$ 6,811	\$ 6,947	\$ 7,086
Principal/Lunchroom Fund	\$ 26,918	\$ 3,991	\$ 4,071	\$ 4,152	\$ 4,235	\$ 4,320	\$ 4,406
Total Revenue	\$ 6,263,996	\$ 6,274,154	\$ 6,833,891	\$ 5,992,062	\$ 6,112,911	\$ 6,236,207	\$ 6,362,001
Per Pupil Revenue	\$ 8,773	\$ 9,478	\$ 11,258	\$ 9,743	\$ 9,940	\$ 10,140	\$ 10,345
State Teachers Retirement	\$ 236,352	\$ 331,440	\$ 441,684	\$ 450,516	\$ 469,526	\$ 468,719	\$ 478,093
School Employees Retirement	\$ 27,000	\$ 121,760	\$ 78,696	\$ 80,270	\$ 81,875	\$ 83,513	\$ 85,183
Rental	\$ 73,055	\$ 74,516	\$ 76,008	\$ 77,527	\$ 79,077	\$ 80,659	\$ 82,272
Fiscal Management Costs	\$ 19,139	\$ 28,100	\$ 28,662	\$ 29,235	\$ 29,820	\$ 30,416	\$ 31,025
Lease	\$ 569,728	\$ 569,728	\$ 569,728	\$ 569,730	\$ 569,242	\$ -	\$ 0
Sponsorship Fee	\$ 48,287	\$ 41,982	\$ 43,668	\$ 43,741	\$ 43,741	\$ 44,616	\$ 45,508
UNICCO Services	\$ 427,354	\$ 37,235	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax Abatement	\$ -	\$ 18,700	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fee to Edison	\$ 4,938,758	\$ 4,656,206	\$ 5,468,619	\$ 4,616,097	\$ 5,054,576	\$ 5,398,593	\$ 5,608,872
Administrative Budget	\$ 55,778	\$ 48,918	\$ 97,857	\$ 100,793	\$ 103,817	\$ 106,932	\$ 110,139
Principal/Lunchroom Fund	\$ 20,146	\$ 4,063	\$ 4,071	\$ 4,152	\$ 4,235	\$ 22,480	\$ 22,909
Mini University Credit	\$ (1,141)	\$ 25,000					
Total Expenditures	\$ 6,430,455	\$ 5,975,525	\$ 6,855,891	\$ 5,992,062	\$ 6,112,911	\$ 6,236,207	\$ 6,362,001
PerPupil Expenditure	\$ 9,008	\$ 9,026	\$ 11,258	\$ 9,743	\$ 9,940	\$ 10,140	\$ 10,345
PBixler, October 13, 2009							

Risk Management

As part of the Risk Management Plan for the Dayton Liberty Campus, the Fordham Foundation will be provided with Certificates of Insurance evidencing adequate insurance is current and in place.

The Risk Management Plan for the Dayton Liberty Campus is based on an Enterprise Risk Management (ERM) model. ERM is a process that identifies and deals with all the risks that attach to a business; here, a school system. ERM does not intend to eliminate all risk. Doing so would eliminate the possibility for success. Rather, ERM optimizes risk-taking in order to maximize positive outcomes.

Business risk, or uncertainty, is best controlled by dealing effectively with current or potential events that could create uncertainty in achieving business goals. The intent is to balance the frequency and/or severity of adverse outcomes with positive outcomes, thus helping management achieve its goals. The ERM process consists of the following activities:

1. Identifying the kinds of future events that would prevent or slow the achievement of objectives,
2. Assessing which risk are critical and how risks relate to one another,
3. Evaluating which risks need to be addressed in order to mitigate or avoid them,
4. Developing and following specific risk management plans to reduce or eliminate risks and to increase potential benefits,
5. Monitoring the results of the risk management plans to determine effectiveness and timeliness and to make any necessary changes to risk management plans.

The Enterprise Risk Management model, by its nature, includes consideration of both short-term and long-term goals. Short-term and long-term goals are evaluated as separate entities. The value of ERM is that it not only results in the systematic evaluation of the goals themselves but also of the interaction of goals in order to make certain that any conflicts are recognized and resolved.

**EXHIBIT III
GOVERNANCE PLAN**

EXHIBIT III: GOVERNANCE PLAN

The board will be comprised of at least five voting members.

1.1 Organization of the Board

The Alliance Community Schools, Inc. Board of Trustees will be the governing authority for the Community School.

- Board of Trustees number of members: minimum 5
- Term of Governing Authority members: 3 years
- Board members or officers are subject to removal for misconduct, neglecting to perform any official duty, gross neglect of duty, gross immorality, drunkenness, misfeasance, malfeasance or nonfeasance. In the event of removal or resignation, the Alliance Community Schools Board of Trustees will appoint additional and/or replacement members of the Board of Trustees. Before a new member is installed an acceptable BCI certification letter will be on file with the Board.
- Qualifications sought in members of the Board of Trustees and Officers include:
 - Dedication to children and to public education.
 - Commitment to the Community School philosophy.
 - History of involvement in community/civic activities, including active board membership and leadership.
 - A balance of strengths among the members including educational expertise and experience, business acumen, and budget/financial management.
 - Diversity, including racial and gender representation.
 - Effective Board members and officers will keep children first, believe in and be committed to public schools, maintain high standards of conduct, treat all individuals with respect, manage stress and stressful situations positively, nurture and maintain channels of communication, take responsibility for actions, value and seek challenges, maintain a sense of humor and--above all--have the capacity and eagerness to learn and grow as they recognize the scope of their responsibilities of service and leadership.
- Except as otherwise permitted under the School's Code of Regulations, the Chairperson of the Board of Trustees shall call meetings of the Board. Special Meetings of the Board of

Trustees may be called by the Chairperson, or upon request of two (2) or more of the Trustees.

The Chairperson shall provide not less than (10) days notice of the Annual Meeting or of the regular monthly meetings. If a Special Meeting is called, at least two (2) days notice shall be given to the Board of Trustees.

- There shall be an Annual Meeting and not less than ten (10) regularly scheduled and periodic monthly meetings of the Board, absent extenuating or extraordinary circumstances.
- The place of all Board of Trustees meetings will be posted in the principal's office and will be available to any person calling the school.

All Board of Trustees meeting times and dates will be posted in the principal's office and will be available to any person calling the School. Any prearranged discussion of the public business of the Board of Trustees by a majority of its members will be open to the public. No special meetings will be held without 24-hour notice to the news media that have requested notification, except in case of an emergency requiring immediate action. Upon request, the Community School will provide any person advance notification of any matter to be discussed in a Board meeting.

- The Community School will have five Officer positions: Chairperson, Vice Chairperson, President, Secretary and Treasurer. Officers of the Board of Trustees will be elected annually by the Board of Trustees.

The Chairperson of the Board of Trustees will chair meetings of the Board, will serve as the board's chief spokesperson and will serve as the board's chief liaison with the officers of Alliance Community Schools. The Vice Chairperson will serve in the absence of the Chairperson and will lead the Board's oversight of all school reporting requirements. The President shall be an employee of the Community School and act as its chief executive officer, perform such duties as the Board of Trustees may from time to time assign to the President and shall have authority to sign all official legal documents and papers for and on behalf of the Community School. The Treasurer will be the designated fiscal officer and act as the chief board liaison with both staff and outside entities (accountant, attorney, financial auditors and all business-related issues). The Secretary shall direct the keeping of records and the sending out of minutes to Board members of meetings of the Board of Trustees. The Secretary shall see that all bonds required of Officers and employees of the Community School for the faithful performance of their duties are negotiated and properly filed. The Secretary shall have authority to attest to all legal documents or instruments executed on behalf of the Community School. The Alliance Community Schools' officers will serve as the chief liaison with the management company and principal for matters of student achievement, testing and academic audits.

- Committees of the Governing Authority & respective authority and duties:

*Dayton Leadership Academies-Dayton Liberty Campus
May 2010*

The Executive Committee shall be elected by the Board of Trustees and shall consist of the Chairperson, the Treasurer, the Secretary and as many other Trustees as the Board of Trustees shall determine, provided that the total membership of the Executive Committee shall be not less than five (5). The Executive Committee shall act for the Board of Trustees with full authority between the time of regular or special Board meetings.

The Board of Trustees shall appoint a Nominating Committee who shall present nominations of Directors, Officers and Executive Committee to the Membership. Members of the Nominating Committee shall not seek office within the Community School during their service on the Nominating Committee.

The Board of Trustees shall appoint an Audit Committee to oversee the finances of the Community School and verify compliance with all financial requirements under any applicable law.

The Board of Trustees shall appoint a Budget Committee from among members of the Executive Committee to ensure proper fiscal planning.

The Board of Trustees shall not appoint a Curriculum Committee, because the Board will rely on the management company for curriculum selection.

- Copies of the notices regarding meetings of the Board can be provided to the Sponsor upon request.

1.2 Officers of the governing Authority

The officers of the Corporation shall be elected for a term of one (1) year at the Trustees' Annual Meeting. All officers, other than the President, shall serve without compensation.

The roles and responsibilities of the officers are as set forth in Section 1.1.

Board members or officers are subject to removal for misconduct, neglecting to perform any official duty, gross neglect of duty, gross immorality, drunkenness, misfeasance, malfeasance or nonfeasance. In the event of removal or resignation, the Alliance Community Schools Board of Trustees will appoint additional and/or replacement members of the Board of Trustees. Before a new member is installed an acceptable BCI certification letter will be on file with the Board.

The Board of Trustees shall appoint a Nominating Committee who shall present nominations of Directors, Officers and Executive Committee to the Membership. Members of the Nominating Committee shall not seek office within the Community School during their service on the Nominating Committee.

1.3 Governing Authority Committees

The Board of Trustees may appoint committees from time to time and may delegate to such committees any of the powers and authority to act for the Community School as the Board of Trustees deem proper. The committees shall serve at the pleasure of the Board of Trustees and shall be subject to its control and direction.

The Executive Committee shall be elected by the Board of Trustees and shall consist of the Chairperson, the Treasurer, the Secretary and as many other Trustees as the Board of Trustees shall determine, provided that the total membership of the Executive Committee shall be not less than five (5). The Executive Committee shall act for the Board of Trustees with full authority between the time of regular or special Board meetings.

The Board of Trustees shall appoint a Nominating Committee who shall present nominations of Directors, Officers and Executive Committee to the Membership. Members of the Nominating Committee shall not seek office within the Community School during their service on the Nominating Committee.

The Board of Trustees shall appoint an Audit Committee to oversee the finances of the Community School and verify compliance with all financial requirements under any applicable law.

The Board of Trustees shall appoint a Budget Committee from among members of the Executive Committee to ensure proper fiscal planning.

Governing Authority Development and Organizational Review

- As the school has been in existence, the Board has already, as of the date of this renewal contract, adopted its policies and procedures.
- The evaluation of staff and board members is addressed in the standard policies and procedures as adopted by the Board of Trustees and implemented by the managing staff. Annual elections of board members provide an ongoing process to evaluate the progress of the Board and its members.

Governing Authority (Board) Policy and Procedure Manual

The Board has adopted a policy and procedural manual. That manual will be available for inspection upon request.

Governing Authority Strategic Plan

The Board will engage in strategic planning by September 30, 2010, and will forward a copy of the strategic plan that results to the SPONSOR.

1.7 Governing Authority Meetings

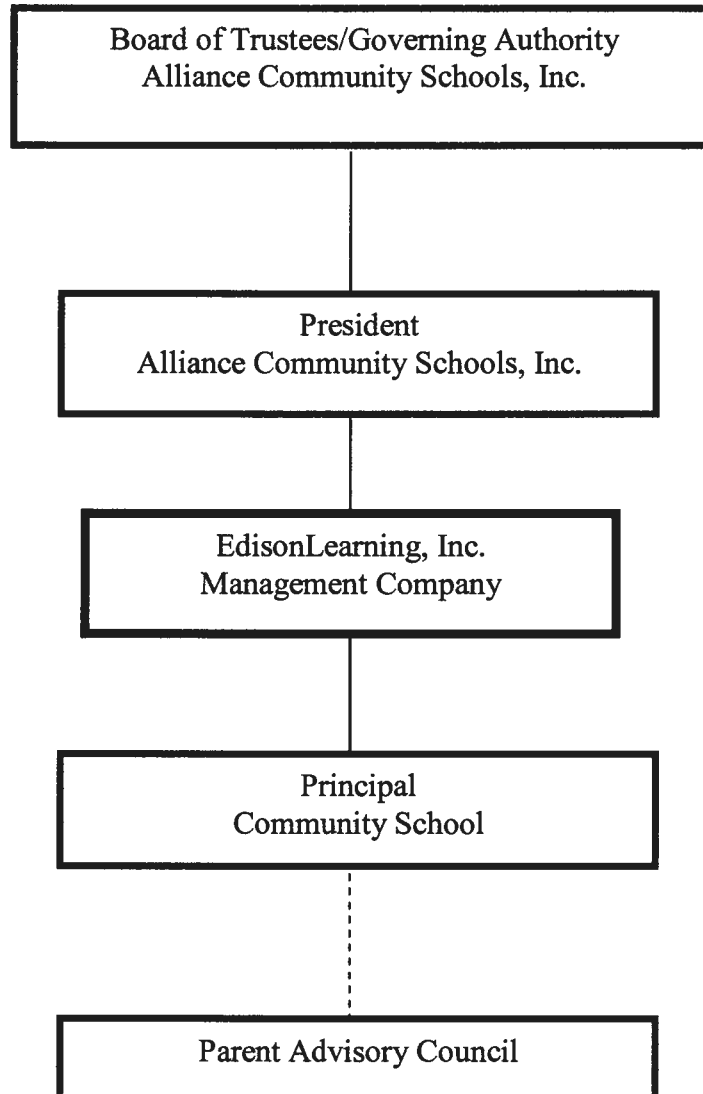
Except as otherwise permitted under the School's Code of Regulations, the Chairperson of the Board of Trustees shall call meetings of the Board. Special Meetings of the Board of Trustees may be called by the Chairperson, or upon request of two (2) or more of the Trustees.

The Chairperson shall provide not less than (10) days notice of the Annual Meeting or of the regular monthly meetings. If a Special Meeting is called, at least two (2) days notice shall be given to the Board of Trustees.

- There shall be an Annual Meeting and not less than ten (10) regularly scheduled and periodic monthly meetings of the Board, absent extenuating or extraordinary circumstances.
 - The place of all Board of Trustees meetings will be posted in the principal's office and will be available to any person calling the school.
 - All Board of Trustees meeting times and dates will be posted in the principal's office and will be available to any person calling the School. Any prearranged discussion of the public business of the Board of Trustees by a majority of its members will be open to the public. No special meetings will be held without 24-hour notice to the news media that have requested notification, except in case of an emergency requiring immediate action. Upon request, the Community School will provide any person advance notification of any matter to be discussed in a Board meeting.
- The Board of Trustees will comply with all provisions of Ohio Revised Code Sections 121.22 and 149.43.

II. MANAGEMENT AND ADMINISTRATION

2.1 Organizational Chart



The Board of Trustees has hired a president, who represents the board's interests to the school and to EdisonLearning, Inc., the management company retained by the board to manage the day-to-day operations of the school, including hiring and termination processes for employees. The principal of the school, as well as all other staff, is hired by the board, after consultation with EdisonLearning. When feasible, the school is also served, in an advisory capacity by a Parent Advisory Council, whose chairman sits ex officio on the Alliance Community Schools board.

2.2 Management and Staff Structure

- The Board will hire a management company to operate the school. The principal of the school reports into the management company and the staff of the school reports into the principal.
- The staffing of the school will be as described in Exhibits I (Education Plan) and III (Governance Plan) of this Contract.
- The Board has engaged a management company, EdisonLearning, to operate the school in accordance with EdisonLearning's policies and procedures. The Board reviews on a regular basis throughout the year academic and operational data produced by EdisonLearning's and the principals, and academic data scored by the state of Ohio to ensure that the educational plan is faithfully implemented.
- The Treasurer or Fiscal Officer shall be bonded and shall be licensed or complete the educational requirements listed under Ohio Revised Code Section 3314.011.

2.3 Human Resource Management

2.3a Outline of Policies and Procedures for:

- **Hiring:** The Board of Trustees will ensure discrimination will be prohibited in all employment actions such as recruitment, hiring, promotions, terminations, layoffs, returns from layoffs, compensation, benefits, transfers, company-sponsored training, education, and social/recreational programs are made without regard or consideration for an individual's race, creed, color, religion, sex, national origin, cultural heritage, handicap, age, citizenship status, veteran status, disability or marital status, as well as, an individual's membership in any other class or category protected by applicable federal, state or local law.
- **Professional Development Activities:** Employees may be required to participate in training programs sponsored by Alliance Community Schools to enhance their job skills. Employees will also be required to attend professional development required by EdisonLearning. Employees not attending scheduled training sessions for which they have received adequate notice will be subject to disciplinary action.
- **Evaluation Procedures for Staff (Teacher Evaluation):**
All full-time and part-time regular teachers will be given one-year employment contracts. A decision as to the renewal or non-renewal of each contract will be made annually, based on the recommendation of the principal. The purpose of the evaluation process is to bring about improvement of the teacher's performance and will be constructive in its

approach. Evaluation will identify strengths and/or weaknesses in the staff member's performance and be used in considering whether the performance is acceptable.

Evaluation instruments for the teachers will be those of EdisonLearning. Growth in student achievement and progress on other indicators of student and school performance will serve as important input in evaluating the performance of teachers (and the principal) in the school. These will be jointly developed by the school's learning community--including teachers. Teacher evaluation will be the responsibility of the principal with assistance for the purpose of ongoing growth and continuous improvement from the curriculum/staff development director and from lead teachers.

Formal classroom observations will be followed as soon as possible by a discussion between the professional staff member and the observer. Evaluations will be constructive in approach and will include written suggestions for improvement, including descriptions of specific strengths and/or weaknesses/problems. If the performance is judged to be less than satisfactory, the observer shall substantiate this with written comments explaining why the performance is unsatisfactory and will provide written specific recommendations for improvement. Each formal evaluation of a Professional Staff Member will be preceded by at least two (2) classroom observations of at least thirty consecutive minutes.

The accountability system for the principal and teachers will include the following measures:

- Professional expectations and standards.
- Performance appraisal/evaluation system based on school and individual goals and including professional portfolios, appropriate student achievement gains, school performance measures and in-school/in-class observations.
- The school's Disciplinary Action Policy is as follows:
Employment with Alliance Community Schools is at will for all employees unless an individual is covered by an employment agreement or a collective bargaining agreement that states otherwise. An employee is free to terminate his/her employment with EdisonLearning at any time, with or without reason. Likewise, EdisonLearning has the right to terminate an individual's employment or otherwise discipline, transfer, or demote an employee at any time, with or without reason, at the discretion of EdisonLearning.

It is EdisonLearning's intent to communicate to an employee as early as possible any concern about his/her performance or attendance and the appropriate steps to correct the problem. It is also the intent of EdisonLearning to administer, where appropriate, a corrective action plan with the goal of improving the employee's performance. An involuntary termination may occur as the result of poor performance, unsatisfactory attendance, lack of work, reorganization, or misconduct. When feasible, the employee will be given warning that the employee is in jeopardy of being terminated. A recommendation to terminate an employee will be reviewed and when it is considered to be in the best interest of the school, the employee will be terminated.

An employee may appeal an involuntary termination by contacting the EdisonLearning Human Resources Division.

- Dismissal: All professional employees of the School will be on one-year contracts. If a member of the staff does not accomplish his/her goals or contribute positively to the goals of the school, that contract will not be renewed.

The contract for a professional staff member during its term may be terminated for gross inefficiency or immorality, for willful and persistent violation of reasonable regulations, or for other good and just cause including reorganization, retrenchment or financial constraints. In addition, the contract may be terminated at any time with twenty days' notice or ten days' pay to the professional staff member.

All other employees will be considered to be "at-will" and will not be given employment contracts

- Incentive policies for staff, if adopted, will be communicated in a timely manner. Salary schedules are as follows (these are guidelines, actual salaries may be somewhat above or below):

2.3b Employee health and other benefits

- Benefits Package: The benefits package for ACS employees will be provided through EdisonLearning. Benefits will include health, life and dental insurance, workers compensation, Medicare and retirement. Additional information on benefits is available at the Sponsor's request.
- Employees at the school will also be subject to EdisonLearning's policies regarding vacation, sick leave, tuition reimbursement, and professional leave.

2.4 Employment of Staff

The Board will comply with Ohio Revised Code Chapters 3307 and 3309 as applicable.

III. Admission Standards

3.1 Admission Policies

The school's required application documents are

1. Proof of residency;
2. For students under 18, proof that the student lives with the parents or legal guardian (as defined by the U.S. court system);
3. Proof of appropriate immunizations;
4. Application form.

- Selection Process and Criteria: The School will not limit admission of students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, race, creed, color, handicapping condition or sex. Upon admission of any handicapped student, the School will comply with all federal and state laws regarding the education of handicapped students.
- **The open enrollment period for the school will run from March 1st of each year until July 31st of each year; provided that if the school is not at capacity enrollment is taken all year round on a first come, first served basis. If at the end of the open enrollment period there are more enrollees than spaces, then a lottery will be held at the end of the open enrollment period.**
- Notification of enrollment will be as follows: the school will utilize at least the following venues as means of notifying the public of its opportunity for Dayton students and teachers: Newspapers: The Dayton Daily News; Mailings; Open meetings, with invitations to priority boards and the Dayton Education Council; Radio: Public service announcements sent to all major radio stations; Television: Public service announcements sent to all major television stations and to cable access stations.
- As soon as students have been selected for the School, the school principal will request transfer of their records from their current school.

3.2 Admission Procedures

- The procedure for obtaining required application documents is to ask for them.
- Selection Procedures: Any student who resides in the following areas and who meets the age and grade level guidelines and follows the priority of attendance will be eligible to apply for admission to the School. The priority process for attendance will be as follows: first priority is for students currently enrolled and siblings; the second priority is Dayton Public School students; the third priority is students from districts adjacent to DPS – Jefferson Township Local School District, Trotwood-Madison City School District, Northmont City School District, Northridge Local School District, Mad River Local School District, Kettering City School District, Oakwood City School District, and West Carrollton City School District; and the fourth priority is students from elsewhere in the state.
- The procedure for the open enrollment period is to keep records of enrollees.
- The procedure for notification of enrollment is to create and place advertisements, press releases, and flyers.
- The procedure for records transfer is to write a letter.

- The procedure for notification of a student’s district of residence is that the school sends a letter to the parent of a newly enrolled child and copies the district of residence that the child has enrolled at the School. The parent is advised to bring their copy of the letter to the home district’s central office and try to obtain transportation for the child from the district if the child lives more than 1.5 miles from the school.
- Admission policies will comply with provisions of Ohio Revised Code Section 3314.06.

3.3 Lottery Process

Open Enrollment	→	3/1/10-5/31/10
Review of Applications	→	On-going through 5/31/10
Lottery Notice Mailed (if needed)	→	Early July, 2010
Lottery Conducted	→	Mid-July, 2010
Notification to Parents	→	End of July, 2010
Finalize Enrollment	→	Until full

The open enrollment period for the school will run from March 1st of each year until July 31st of each year; provided that if the school is not at capacity enrollment is taken all year round on a first come, first served basis. If at the end of the open enrollment period there are more enrollees than spaces, then a lottery will be held at the end of the open enrollment period. If a lottery is not needed at the end of the open enrollment period, then students will continue to be enrolled on a first-come, first served basis. If a lottery is necessary, it shall take place at a public location. All parties will have the opportunity to be present during the lottery process and will be notified seven (7) days in advance of the date, time and location of the lottery. All parents of children selected in the lottery will be notified of the selection by certified mail. Parents will have up to seven (7) days from receipt of the certified mail to contact the school regarding their decision. If a parent does not respond within seven (7) days of receipt of the certified mail, the school will select another child from the lottery in the order the child's name was drawn.

IV. Racial and Ethnic Balancing Policies and Procedures

4.1 School Community

- The school will attract students from the Dayton Public School district and any other eligible district in the state. The priority process for attendance will be as follows: first priority is for students currently enrolled and siblings; the second priority is Dayton Public School students; the third priority is students from districts adjacent to DPS – Jefferson

Township Local School District, Trotwood-Madison City School District, Northmont City School District, Northridge Local School District, Mad River Local School District, Kettering City School District, Oakwood City School District, and West Carrollton City School District; and the fourth priority is students from elsewhere in the state.

4.2 Racial and Ethnic Balance

- The racial composition of the student population in the Dayton Public Schools is currently 68.6% Black/non-Hispanic, 0.4% Asian or Pacific Islander, 2.8% Hispanic, 3.7% Multi-racial, and 24.5% White.
- The source of the above information is the Ohio Report Card, Dayton City Schools, 2008-2009.
- The school will serve all applicants, regardless of race, who apply for admission to the school in accordance with school admission policies and procedures. It is expected that the school will continue to serve primarily students from its surrounding area, which racial balance may be different from that of Dayton Public Schools.

4.3 Marketing Plan

- The school uses brochures, newspapers, television radio and door-to-door campaigns to market the school.
- Adjustments to the marketing plan will be made after the school sees the results of the marketing effort. Specific adjustments will depend on the specific results.

V. Students

5.1 Student Roles and Responsibilities

- The School has developed discipline policies/code of conduct.

5.2 Dismissal Policies and Procedures

- Dismissal policies of the school will comply with Ohio Revised Code 3313.66, 3313.661, and 3313.662.

Dismissal policies and procedures will include systems to protect students' rights of due process, suspensions, expulsions, and notification of the student's district residence.

Suspension and Expulsion (Initial Policies and Guidelines): In all cases of student suspension, emergency removal, and expulsion, the policies and procedures will comply with provisions of the law (O.R.C. 3313.66, 3313.661, and 3313.662) and meet procedural due process requirements. Administrative procedures regarding suspensions and expulsions will be in accordance with Sections 3313.66, 3313.661 and 3313.662 of O.R.C. with modifications, which are not contrary to the statute. A designee of the Board of Trustees will hear suspension or expulsion appeals.

Removal: If a pupil's presence poses a continuing danger to persons or property or an ongoing threat to the academic process, the principal may remove a pupil from curricular or extracurricular activities or from the school premises. In the absence of the principal, the principal's designee may act on his/her behalf. A teacher may remove a pupil from curricular or extracurricular activities under his/her supervision under the same conditions or conduct.

If a principal removes a student, written notices of hearing and reason will be sent to the parent/guardian. The principal may suspend a student for not more than ten (10) days.

Students are prohibited from bringing a firearm or knife (any cutting instrument) on school property, in a school vehicle or to any school-sponsored activity. If a student brings a firearm or a knife, the principal may expel this student from school for a period of one (1) calendar year. Any such expulsion shall extend, as necessary, into the school year following the current school year.

For offenses other than bringing a firearm or knife, the principal may expel a student from school for a period not to exceed eight (80) school days, which may extend into the next school year. These offense include:

- Assault and/or battery upon a school employee or student;
- Repeated interference with the learning opportunities of other students;
- Possession of alcohol, drugs or weapons (other than firearms and knives) while subject to school authority;
- Consumption of alcohol and/or drug and/or the use of a weapon or any object capable of inflicting bodily harm and/or property damage while subject to school authority;
- Repeated history of conduct involving gambling, fighting, or failure to observe school rules and regulations and/or Board of Trustees policies;
- Any wrongful interference with the person, rights, or property of another person.

Appeals, expulsions: a negative recommendation by the Board of Trustees' designee may be appealed to the President. Such appeal will be in writing and a conference held at

the President's discretion. The action of the President may be appealed to the full Board of Trustees, whose action will be final.

VI. Contract Termination and School Closure Contingencies

1. Should the school's contract be terminated, employees who are on leaves of absence from other school districts will return to their districts. The School will work to help any other employees to secure employment.
2. Assets belong to EdisonLearning until they are fully depreciated. Once fully depreciated, those assets will be distributed pursuant to Section 3314.074(A) and (C).
3. Computer hardware and software belongs to EdisonLearning until it is fully depreciated. Once fully depreciated, assets will be distributed pursuant to Section 3314.074(B).
4. Student records will be forwarded to the students' new schools. In the event that there is no forwarding school, the records will be sent back to the student's district of residence.
5. The Governing Authority agrees to arrange and fund the retention of all non-student records at a secure facility for seven (7) years. Upon the expiration of the seven (7) year period, the Governing Authority may destroy the records. Such destruction shall be done securely. The Governing Authority agrees to grant Sponsor access to the records within a reasonable time following the request for access.
6. The School's facilities, equipment, materials and supplies shall be disbursed in a manner consistent with lease, ownership, or acquisition terms.
7. The Governing Authority will comply with Ohio Department of Education school closure guidance.

EXHIBIT IV
ACADEMIC PERFORMANCE PLAN

EXHIBIT IV: ACADEMIC PERFORMANCE PLAN

Exhibit 4: Academic Performance Plan for Primary and Middle Schools (One-year term)

EXHIBIT 4: ACADEMIC PERFORMANCE PLAN

Pursuant to Article IV of this Contract, the Academic Performance Plan constitutes the agreed-upon assessments, performance indicators and academic expectations that the SPONSOR will use to evaluate the academic performance of the Community School during the one-year term of this contract. Each of these factors may be considered by the SPONSOR to gauge academic success throughout the term of this contract. Each of these factors may also be considered in connection with a decision regarding probation, suspension, termination and renewal or non-renewal of this Contract.

Key Questions used by the SPONSOR in gauging the Community School's Academic Success include:

- 1) **Is the Community School making “adequate yearly progress” under the federal No Child Left Behind (NCLB) act, as implemented in Ohio? See Section 1 of this Exhibit, Requirements 1-3. In the event there are amendments to, or a reauthorization of, No Child Left Behind, the school will demonstrate results showing better than average performance on any applicable successor standards-and-accountability requirements put in place by Ohio and/or the federal government.**
- 2) **Is the Community School rated, at a minimum, “Continuous Improvement” and on a clear trajectory toward “Effective”, “Excellent,” and “Excellent with Distinction” on the state’s academic rating system? See Section 2 of this Exhibit, Requirement 4.**
- 3) **Is the Community School outperforming comparable schools (e.g. local district schools, and similar community schools statewide)? See Section 3 of this Exhibit, Requirements 5 and 6.**
- 4) **Are the students enrolled in the Community School making substantial and adequate academic gains over time, as measured using the state’s value-added analysis? See Section 4 of this Exhibit, Requirement 7.**

INDICATORS OF ACADEMIC SUCCESS

All grades 3-8 public school students must participate in the Ohio Achievement Assessments. Each school must administer all required state achievement assessments in reading, mathematics,

and science. These state assessments will serve as the primary indicators of performance for the Community School.

The performance of the Community School on the state assessments will be presented by the Ohio Department of Education on the report card of the Community School, in the SPONSOR'S annual accountability report on sponsored schools, and in the Community School's annual report pursuant to Article III(D) of this Contract.

SECTION 1. ADEQUATE YEARLY PROGRESS REQUIREMENTS FOR THE COMMUNITY SCHOOL

IS THE COMMUNITY SCHOOL MAKING "ADEQUATE YEARLY PROGRESS" UNDER THE FEDERAL NO CHILD LEFT BEHIND ACT, AS IMPLEMENTED IN OHIO?

Meeting these requirements is required annually under state and federal law, and will be considered by the SPONSOR in evaluating the performance of the Community School and may also be considered in connection with a decision regarding probation, suspension, termination and renewal or non-renewal of the Contract.

Requirement 1: The Community School will make Adequate Yearly Progress ("AYP") each year.

Requirement 2: The Community School will make AYP in both Reading Participation and Reading Achievement, as defined by the Ohio Department of Education.

Requirement 3: The Community School will make AYP in both Mathematics Participation and Mathematics Achievement, as defined by the Ohio Department of Education.

SECTION 2. STATE RATING REQUIREMENTS FOR THE COMMUNITY SCHOOL

IS THE COMMUNITY SCHOOL RATED AT LEAST "CONTINUOUS IMPROVEMENT" ON THE STATE'S ACADEMIC RATING SYSTEM?

Meeting these requirements is obligatory under the terms of this Contract, and will be considered by the SPONSOR in evaluating the performance of the Community School and may also be considered in connection with a decision regarding probation, suspension, termination and renewal or non-renewal of the Contract.

Requirement 4: The Community School will be rated at least Continuous Improvement and will show marked progress towards a state rating of Effective, Excellent and ultimately Excellent with Distinction as defined by the Ohio Department of Education.

SECTION 3. ACADEMIC PERFORMANCE OF THE COMMUNITY SCHOOL RELATIVE TO COMPARABLE SCHOOLS

IS THE COMMUNITY SCHOOL OUTPERFORMING COMPARABLE SCHOOLS (I.E., LOCAL DISTRICT SCHOOLS, AND SIMILAR COMMUNITY SCHOOLS STATEWIDE)?

Meeting these requirements will be considered by the SPONSOR in evaluating the performance of the Community School and may also be considered in connection with a decision regarding probation, suspension, termination and renewal or non-renewal of the Contract.

Requirement 5: The Community School will outperform the home district average – the district in which it is located – on all reading, mathematics, and science portions of the state’s proficiency/achievement assessments.

Requirement 6: The Community School will outperform the state community school average on all reading, mathematics, and science portions of the state’s proficiency/achievement assessments.

SECTION 4. ACADEMIC PERFORMANCE OF STUDENTS ENROLLED IN THE COMMUNITY SCHOOL OVER TIME

ARE THE STUDENTS ENROLLED IN THE COMMUNITY SCHOOL MAKING SUBSTANTIAL AND ADEQUATE GAINS OVER TIME, AS MEASURED USING VALUE-ADDED ANALYSIS?

Meeting this requirement will be considered by the SPONSOR in evaluating the performance of the Community School and may also be considered in connection with a decision regarding probation, suspension, termination and renewal or non-renewal of the Contract.

Requirement 7: The Community School will receive an overall composite score on the state’s value-added measure that indicates that more than one year of progress has been achieved each year in both reading and mathematics. In the event there are amendments to, or a successor version of, Ohio’s growth measure (a.k.a. “Value Added”), the school will demonstrate results showing better than average performance on the amended or successor growth measure.

EXHIBIT V
LETTER OF APPROVAL TO OPERATE

EXHIBIT V: LETTER OF APPROVAL TO OPERATE

Pursuant to the provisions of Chapter 3314 of the Ohio Revised Code and Article VII of the Community School Contract entered into between the GOVERNING AUTHORITY and the Thomas B. Fordham Foundation (the "SPONSOR"), this letter shall serve as the Letter of Approval to Operate from the SPONSOR, for the (temporary/permanent) facility for located at:

Dayton Leadership Academy – Dayton Liberty Campus

4401 Dayton Liberty Rd

Dayton, Ohio 45417-5903

IRN number 133959, to begin operations for the 2010-2011 academic year.

This Letter of Approval is issued based upon the following documentation provided to the SPONSOR on _____:

- ___ **Certificate of Authority of Non-Profit Status**
- ___ **Proof of property ownership or property lease**
- ___ **Certification of Teaching Staff (completed or in process)**
- ___ **Affidavit of BCI&I/FBI for all Staff (completed or in process)**
- ___ **Certificate of Occupancy (permanent or temporary)**
- ___ **Liability Insurance**
- ___ **Health and Safety Inspection (permanent/final or temporary)**
- ___ **Fire Inspection (permanent/final or temporary)**
- ___ **Food Permit (if applicable)**

If the Certificate of Occupancy, Health and Safety Inspection, or Fire Inspection is temporary, the GOVERNING AUTHORITY shall provide the SPONSOR, with the documentation of a permanent or final permit within five (5) business days of receipt from the governmental agency. If any teaching certificates or licenses or BCI &I/FBI checks are in process, the GOVERNING AUTHORITY shall provide the SPONSOR with documentation of completion within five (5) business days of receipt from the governmental agency.

If the school opens under a temporary Certificate of Occupancy in which further repairs or modifications to the facility are needed, the school shall have a reasonable period of time to complete the repairs and obtain a permanent Certificate of Occupancy. If the repairs are not completed within a reasonable period of time, the SPONSOR may revoke this Letter of Approval, and the school shall cease operations upon the date specified by the SPONSOR.

If after the GOVERNING AUTHORITY has received a permanent or temporary Certificate of Occupancy and the School is issued a health or safety violation by a governmental agency, the GOVERNING AUTHORITY shall have a reasonable period of time to remedy the circumstances that caused the citation. In the event the GOVERNING AUTHORITY does not correct the violation to the satisfaction of the governmental agency who issued said violation within a reasonable period of time, the SPONSOR shall revoke this Letter of Approval to

Operate, and the School shall cease operations until the violations have been satisfactorily corrected and the Letter of Approval has been re-issued by the SPONSOR.

If at any time the GOVERNING AUTHORITY fails to maintain the above-mentioned documentation, the SPONSOR may revoke this Letter of Approval to Operate, and the School shall cease operations until the proper documentation has been obtained and the Letter of Approval has been re-issued by the SPONSOR.

If any of the required documentation that is set forth herein and provided by GOVERNING AUTHORITY, contains false or misleading information, or is in any way fraudulent, the SPONSOR may revoke this Letter of Approval to Operate at any time, and the school shall cease operations upon the date specified by the SPONSOR.

EXHIBIT VI
STATEMENT OF ASSURANCES

EXHIBIT VI: STATEMENT OF ASSURANCES

Signed assurances must be submitted to the Office of Community Schools (OCS) at least ten business days prior to:

- The annual opening of a school,
- The opening of a new school, or
- When a school changes location or adds a new facility.

IRN# _____ Tax ID: _____ County: _____

School Name: _____

School Physical Address: _____

_____ City _____ State _____ Zip

School Mailing Address: _____

_____ City _____ State _____ Zip

School Building Phone: _____ School Building Fax: _____

Please include any and all buildings associated with this school (IRN) (use a separate sheet if necessary)

Annex Address: _____

_____ City _____ State _____ Zip

School District where school is located: _____

First Day of School: _____ Last Day of School: _____

Grade Levels Per Contract: _____ Grade Levels Served: _____

OEDSR
Administrator: _____

OEDSR Administrator E-
mail address: _____

OEDSR Administrator Phone: _____ OEDSR Administrator Fax: _____

Treasurer: _____

Treasurer E-
mail address: _____

Treasurer
Phone: _____ Treasurer Fax: _____

Superintendent: _____

Superintendent Email: _____

Superintendent
Phone: _____ Fax: _____

- A copy of the community school's current contract and any subsequent modifications is on file with OCS;
- The sponsor has a copy of the school's plan for providing special education and related services to students with disabilities and the school has demonstrated the capacity to provide those services in accordance with Chapter 3323 of the Revised Code and federal law;
- The school has a plan and procedures for administering the achievement tests and diagnostic assessments as prescribed by sections 3301.0710 and 3301.0715 of the Revised Code;
- The school's personnel have the necessary training, knowledge, and resources to properly use and submit information to all databases maintained by the department for the collection of education data, including the Education Management Information System (EMIS) established under section 3301.0714 of the Revised Code in accordance with methods and timelines established under section 3314.17 of the Revised Code;
- All required information about the school has been entered/updated in the Ohio Education Directory System (OEDS-R) or any successor system;
- The school has enrolled at least the minimum number of students required by division (A)(11)(a) of section 3314.03 of the Revised Code in the school year for which the assurances are provided;
- All classroom teachers are licensed in accordance with sections 3319.22 to 3319.31 of the Revised Code, except for non-certificated persons engaged to teach up to twelve hours per week pursuant to section 3319.301 of the Revised

Code;

- The school's fiscal officer is in compliance with section 3314.011 of the Revised Code;
- The school has on file both BCII and FBI criminal records checks for all licensed and unlicensed employees including private contractors providing on and offsite student services and that the school has conducted a criminal records check of each of its governing authority members.
- The school holds all of the following:
 - Proof of property ownership or a lease for the facilities used by the school;
 - A certificate of occupancy;
 - Liability insurance for the school, as required by division (A)(11)(b) of section 3314.03 of the Revised Code, that the sponsor considers sufficient to indemnify the school's facilities, staff, and governing authority against risk;
 - A satisfactory health and safety inspection;
 - A satisfactory fire inspection; and,
 - A valid food permit, if applicable.
- The sponsor has conducted a pre-opening site visit to the school for the school year for which the assurances are provided, or prior to offering instruction in the new facility;
- The school has designated a date it will open for the school year for which the assurances are provided that is in compliance with division (A) (25) of section 3314.03 of the Revised Code; and,
- The school has met all of the sponsor's requirements for opening and any other requirements of the sponsor.

Name of Sponsor Representative:
Please Print

Title of Sponsor Representative:
Please Print

Authorized Signature:

Date

The items below are not required to be completed as part of the Sponsor Assurance
Dayton Leadership Academies-Dayton Liberty Campus
May 2010

on-site visit but are requirements listed elsewhere in statute.

The school's safety plan for each building/annex associated with the school's name/IRN been filed the school's safety plan for each building/annex associated with the school' name/IRN is filed with the Ohio Attorney General and the Local Law Enforcement Age having jurisdiction over the school, along with a blueprint of the building(s) (OAG only requires floor plan) and has been reviewed/revised within the last three years. Ohio R Code Section 3313.536

The school has a written policy governing academic prevention/intervention services f grades that is updated annually. Ohio Revised Code Section 3313.6012.

Submit this form to:

**Connie Sims, Office of Community Schools
25 South Front Street, Mail Stop 615
Columbus, Ohio 43215-4183**

EXHIBIT VII
ROSTER OF GOVERNING AUTHORITY

EXHIBIT VII: ROSTER OF GOVERNING AUTHORITY

Board member	Role	Service started	Term expiration date
Mary Karr	Chairperson	January 2008	December 2011
Ellen Ireland	Secretary	April 2008	March 2011
David Greer	Treasurer	January 2009	December 2012
Dixie Allen	Member	January 2007	December 2010
Richard Penry	School Representative	N/A	N/A
Vanessa Ward	Member	September 2009	August 2012
Doug Mangen	Member	July 2009	June 2012