

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

This Amendment is entered into effective as of the 25 day of May, 2011 by and between The Governing Authority ("Governing Authority") of Dayton Leadership Academies – Dayton Liberty Campus (the "Community School") and the Thomas B. Fordham Foundation ("Fordham"), sponsor of the Community School.

WHEREAS, the Governing Authority of the Community School and Fordham, sponsor of the Community School previously entered into a Community School Contract dated May 11, 2010, as modified from time to time ("Sponsorship Contract"); and

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

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

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

The term of this Contract shall be for a period of one (1) year(s) commencing July 1, 2011 and ending June 30, 2012 (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.

This agreement remains valid and binding only if the following conditions are satisfied:

- By May 31, 2011, T.J. Wallace commits to be principal of the Dayton Leadership Academies – Dayton Liberty Campus for the 2011-12 school year; and
- The Governing Authority agrees not to renew, or execute a contract amendment to extend the term of, the Governing Authority's current contract for school management of the Dayton Leadership Academies – Dayton Liberty Campus with EdisonLearning, Inc.

The Sponsor will not renew this Contract beyond the 2011-12 term if EdisonLearning, Inc., is managing the day-to-day operations of the Dayton Leadership Academies – Dayton Liberty Campus on or after July 1, 2012.

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

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

3. Under Exhibit I entitled "Education Plan", "Table I: Dayton Liberty Campus Enrollment Projection, 2010-11", is hereby deleted in its entirety and replaced as follows:

Table I: Dayton Liberty Campus Enrollment Plan, 2011-12

Grade	Enrollment not to exceed	One additional section may be added if
Kindergarten	42	DLC has received completed enrollment applications, and student records, from 12 additional kindergarten students
First	42	DLC has received completed enrollment applications, and student records, from 12 additional first grade students
Second	48	DLC has received completed enrollment applications, and student records, from 12 additional second grade students
Third	48	DLC has received completed enrollment applications, and student records, from 12 additional third grade students
Fourth	48	DLC has received completed enrollment applications, and student records, from 12 additional fourth grade students
Fifth	50	DLC has received completed enrollment applications, and student records, from 12 additional fifth grade students
Grades six through eight		

DLC will not admit any students in grades six through eight that were not enrolled on the last day of classes in June 2011, except that DLC will enroll students in grades six through eight if they are siblings of students that enroll after April 30, 2011 in grades kindergarten through fifth.

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

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

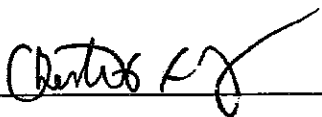
IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date set forth above.

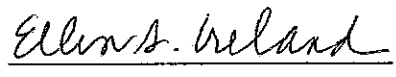
SPONSOR

GOVERNING AUTHORITY

Agreed on behalf of The
Thomas B. Fordham Foundation

Agreed on behalf of Dayton Leadership
Academies – Dayton Liberty Campus

By: 
Print Name: Chesker E. Finn, Jr.
Title: President
Date: 5/23/11

By: 
Print Name: Ellen S. Ireland
Title: ACS Board Chair
Date: 5-27-11