

MASTER CONTRACT

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

Dated as of July 1, 2016

COMMUNITY SCHOOL CONTRACT

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COMMUNITY SCHOOL CONTRACT

COMMUNITY SCHOOL CONTRACT
For
Dayton Leadership Academies – Early Learning Academy

This Community School Contract (the "Contract") is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective July 1, 2016, by and between the Thomas B. Fordham Foundation (hereinafter the "SPONSOR") and the Governing Authority (hereinafter the "GOVERNING AUTHORITY") of Dayton Leadership Academies – Early Learning Academy, located at 1416 W. Riverview Ave, Dayton, Ohio 45402 (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 high-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 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, Chapter 3314 of the Code, 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 kindergarten through second.

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's 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 – Early Learning Academy 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 one year commencing July 1, 2016 and ending June 30, 2017 (the "Term"); provided, however, that 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.

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 GOVERNING AUTHORITY shall provide to the SPONSOR the application to renew this Contract (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. 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 and Organizational Accountability Plan).

The renewal or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of non-renewal of this Contract, and in accordance with Code Section 3314.07, the SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application by January 15 in the year in which the Sponsor intends to take action not to renew the 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 within the state if permitted to do so under Code Section 3314.07(B)(5). In the event that the Renewal Application is granted, the SPONSOR may enter into a proposed

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Contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a Renewal Application.

If the GOVERNING AUTHORITY of the Community School does not intend to renew the Contract with the SPONSOR, the GOVERNING AUTHORITY of the Community School shall notify the SPONSOR in writing of that fact at least one hundred eighty (180) days prior to the expiration of the Contract pursuant to Article X of this Contract. The GOVERNING AUTHORITY of the Community School may enter into a Contract with a new SPONSOR in accordance with Code Section 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 Code applicable to community schools. Pursuant to and in accordance with Code Sections 3313.131 and 3314.02(E), all members of the GOVERNING AUTHORITY must be eligible to serve in such capacity.

In accordance with Code Section 3314.03, the Community School agrees that it will remain in good standing as a nonprofit, public benefit corporation pursuant to Chapter 1702 of the Code for the entire term of this Contract.

The Community School shall be located within the Dayton Public School District.

In accordance with Code Section 3314.05(B)(5), 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 the 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 one million dollars

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(\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; automobile liability insurance of one million dollars (\$1,000,000); employee dishonesty insurance with limits of 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 one million dollars (\$1,000,000) per 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, 15 West Fourth Street, Suite 430, Dayton, OH 45402, Attn: Vice President for 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, and 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 or 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 agreement. 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 until such claim, action, expense (including attorney fees,) damage, or liability is barred by any applicable statute of limitation. Any indemnified parties shall have the right, at their own expense, to participate in the defense of any suit without relieving the indemnifying party of any of its obligations hereunder.

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The GOVERNING AUTHORITY shall request a Bureau of Criminal Identification and Investigation ("BCI&I") criminal records check for each newly elected and/or appointed 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 Code Section 3319.39, 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 promptly provide proof of occupancy, fire inspection, health and safety inspection, lease or purchase verification, construction plans, 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 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 Code and may employ other persons as are necessary to carry out and fulfill its mission pursuant to Section 3314.01(B) of the 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 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 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.

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In accordance with 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 fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to 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 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 Code Sections 3314.03(A)(27) and (28), the Community School's attendance and participation policies will be available for public inspection, and the Community School's attendance and participation records will be made available to the Ohio Department of Education, the state auditor, and the SPONSOR to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and Section 3319.321 of the Code.

In accordance with 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 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, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.6411, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.7112, 3313.716, 3313.718, 3313.719, 3313.80, 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 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 Code as if it were a school district and comply with Section 3301.0714 of the Code in the manner specified in Section 3314.17 of the Code.

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

In accordance with 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 Code Section 3365.03, the GOVERNING AUTHORITY shall ensure that academically qualified students be permitted to participate in the College Credit Plus program.

In accordance with Code Section 3314.03(A)(25), the Community School will open for operation not later than September 30. The Community School and the GOVERNING AUTHORITY will comply with Code Section 3314.50 prior to the Community School's start of operations as a community school, as applicable.

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In accordance with Code Section 3314.03(A)(31), the GOVERNING AUTHORITY shall only contract with attorneys, accountants, or entities specializing in audits who are independent from the GOVERNING AUTHORITY and any other operator of the Community School with which the Community School has contracted.

In accordance with Code Section 3314.035, the GOVERNING AUTHORITY represents that the Community School shall (i) post on the school's website the name of each member of the GOVERNING AUTHORITY and (ii) provide, upon request, the name and address of each member of the GOVERNING AUTHORITY to the SPONSOR and the Ohio Department of Education.

In accordance with Code Section 3314.036, the GOVERNING AUTHORITY shall employ an attorney, who shall be independent from the SPONSOR or the operator with which the school has contracted, for any services related to the negotiation of this Contract or the Community School's contract with the operator.

In accordance with Code Section 3314.037, the GOVERNING AUTHORITY represents that the members of the GOVERNING AUTHORITY, the designated fiscal officer of the Community School, the chief administrative officer and other administrative employees of the Community School, and all individuals performing supervisory or administrative services for the Community School under a contract with the operator of the Community School shall complete training on an annual basis on the public records and open meeting laws, so that they may comply with those laws as prescribed by division (A)(11)(d) of Code Section 3314.03.

In accordance with Code Section 3314.038, the GOVERNING AUTHORITY represents that the Community School shall annually submit to the Ohio Department of Education and auditor of the State of Ohio a report of each instance in which a student who is enrolled in the Community School resides in a children's residential center as defined under Code Section 5103.05.

The GOVERNING AUTHORITY represents that the school director, principal, or superintendent of the Community School, if a member of the GOVERNING AUTHORITY, 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. To permit analysis of the existence of any actual or potential conflicts by the SPONSOR, the GOVERNING AUTHORITY shall submit to the SPONSOR, on a quarterly basis, the completed Related Parties Disclosure Form attached hereto as Exhibit 8.

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 Sections 3302.04 and 3302.041 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, that the SPONSOR is not required to take action under Section 3302.04(F) of the Code.

The Community School represents that its name does not violate or infringe upon the intellectual property rights of any third party and that it has taken appropriate measures to secure the intellectual property rights with respect to its name.

As consideration for the sponsorship of the Community School by the SPONSOR, the GOVERNING AUTHORITY or, as directed, the Community School will pay a sponsorship fee (the "Sponsorship Fee") to the SPONSOR, on or before the 10th day of the month for the term of this Contract, of the total amount of payments for operating expenses that the school receives from the state. The Sponsorship Fee will be based on the number of Full Time Enrollment (FTE) from the Community School Settlement statement and will be the sum of 2 % from a school's total state support for the first 300 FTEs, and 1.5% for all additional FTEs.

Where the majority of the governing authority membership are the same at one or more community schools sponsored by the Fordham Foundation, the SPONSOR, with written agreement from the GOVERNING AUTHORITY of each community school, may opt to combine the FTEs for each individual community school into a Total Fee. Total Fee will be comprised of all FTEs for each community school, as applied pro-rata to each school.

The sponsorship fee will increase to 2.0% for all FTEs, and for the remainder of the school year should any of the following events occur:

1. Two consecutive audits demonstrate non-compliance, deficiencies, material weaknesses, or any other material findings;
2. Referral of any matters to the Ohio Ethics Commission;
3. Site visit records compliance or Epicenter compliance (accurate/complete and on-time) falls below 79% for the year in any one category of records reviewed; or
4. The Community School is delinquent on any payments due to the Ohio Department of Education, the State Teachers Retirement System, the School Employees Retirement System or any other state agency.

Sponsorship Fees that remain unpaid for more than 30 days after they become due will accrue interest as follows: 30–60 days: 4% on any outstanding principal balance; 61–90 days: 6% on any outstanding principal balance; 90+ days: 8% on any outstanding principal balance. 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 the Contract, the components of total state foundation payment are the state formula amount, disadvantaged pupil impact aid (DPIA), parity aid, and special education.

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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. This expressly includes the SPONSOR's right to access all computer systems and websites hosted by the Ohio Department of Education to the extent that such access is necessary to fulfill the SPONSOR's monitoring obligations as set forth in Code Section 3314.03(D), as well as providing all necessary information and documentation to enable the SPONSOR to submit the assurances pursuant to Code Section 3314.19 in a timely manner. 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.

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; and the focus of the curriculum and academic calendar and instructional schedule for a typical school day.

In accordance with Code Section 3314.03(A)(23), 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(H)(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 requirements specified in Exhibit 4.

In accordance with Code Section 3314.03(A)(11)(f), the GOVERNING AUTHORITY shall comply with Sections 3313.61, 3313.611, and 3313.614 of the Code, except that, for students who entered the ninth grade before July 1, 2010, if any, the requirement in Sections 3313.61 and 3313.611 of the Code, that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma, may be met by completing the curriculum adopted by the GOVERNING AUTHORITY of the Community School rather than the curriculum specified in Title XXXIII of the Ohio Revised Code, or any rules of the State Board of Education; and further provided that, for students who enter the ninth grade for the first time on or after July 1, 2010, if any, Sections 3313.61 and 3313.611 of the Code shall be met, which require a student to successfully complete the requirements prescribed in Section 3313.603(C) of the Code prior to receiving a high school diploma, unless said student qualifies under division (D) or (F) of that section. The GOVERNING AUTHORITY, if applicable, shall implement the plan for awarding high school credit based on a student's ability to demonstrate

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subject area competency, as such competency standards are adopted and published pursuant to Section 3313.603(J) of the Code.

The GOVERNING AUTHORITY shall sign and complete Exhibit 10, which indicates whether the Community School is using, or plans to use, a “blended learning model” as defined in Code Section 3301.079. The GOVERNING AUTHORITY agrees that the Community School shall not operate using a blended learning model without the prior written consent of the SPONSOR. If, at any time, the Community School operates using a blended learning model, the GOVERNING AUTHORITY shall provide the following information in Exhibit 10:

1. An indication of what blended learning model or models will be used;
2. A description of how student instructional needs will be determined and documented;
3. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
4. The Community School’s attendance requirements, including how the Community School will document participation in learning opportunities;
5. A statement describing how student progress will be monitored;
6. A statement describing how private student data will be protected; and
7. A description of the professional development activities that will be offered to teachers

The GOVERNING AUTHORITY shall annually update Exhibit 10, and the SPONSOR shall review such information on an annual basis pursuant to Code Section 3314.19(N).

B. Financial Plan:

In accordance with Code 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. Said Financial Plan is attached hereto as Exhibit 2 and incorporated by reference as if fully written herein. In accordance with Section 3314.042, the GOVERNING AUTHORITY further agrees to comply with the standards for financial reporting adopted under Section 3301.07(B)(2) of the Code. The GOVERNING AUTHORITY shall (i) confirm to the SPONSOR that the projected student enrollment reported to the Department of Education is accurate and (ii) calculate and report student enrollment thereafter, all in accordance with Section 3314.08, and expend funds received as required therein. In accordance with Code Section 3314.03(B), the Community School shall submit to SPONSOR a comprehensive plan as required therein, which shall include copies of all policies and procedures regarding internal financial controls adopted by the GOVERNING AUTHORITY.

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In accordance with Code 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 Code. The GOVERNING AUTHORITY agrees to comply with the requirements for financial audits by the Auditor of State.

In accordance with Code Section 3314.011, 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. Except as provided in Section 3314.011(D) of the Code, the designated fiscal officer shall be employed by or engaged under a contract with the GOVERNING AUTHORITY. The GOVERNING AUTHORITY shall provide prompt assurances to the SPONSOR that the Community School's fiscal officer is in compliance with Code Section 3314.011.

In accordance with Code Section 3314.03(A)(30), any and all money loaned to the Community School by the operator of the Community School, including facilities loans or cash flow assistance, shall be accounted for, documented, and bear interest at a fair market rate.

The GOVERNING AUTHORITY shall provide the SPONSOR with financial reports, enrollment records, and a reconciliation report for budgeted and actual costs and revenues every month, as required under Code Section 3314.023. 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 and may further include statements of revenues, expenses, and changes in net assets. The GOVERNING AUTHORITY will allow the SPONSOR to monitor the Community School's operations at the request of the SPONSOR.

The Community School will undergo an annual audit performed by the 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 the SPONSOR within two (2) business days of receipt of the same by the GOVERNING AUTHORITY.

The GOVERNING AUTHORITY will annually conduct an inventory of all school assets, to include cost, acquired year, a brief description of the asset, and whether federal/title funds were used for the acquisition of such asset. The date the inventory was completed should also be recorded, and a copy of this inventory report must be submitted to the SPONSOR by September 30th.

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

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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 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 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. 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 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 the SPONSOR taking action under Section D (Accountability) of Article III (Responsibilities of the Governing Authority), Article VIII (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 Code 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 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 Code. In accordance with Section 3314.03(A)(19) of the Code, the GOVERNING AUTHORITY agrees to adopt an enrollment policy regarding the admission

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of students who reside outside the district and/or the state in which to Community School is located. The policy shall comply with the admissions procedures as specified in Sections 3314.06 and 3314.061 of the Code. Pursuant to Section 3314.08(F), the Community School may charge tuition for the enrollment of any student who is not a resident of Ohio.

In accordance with Code Section 3314.03(A)(7), the GOVERNING AUTHORITY agrees to comply with the portion of its Governance 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 Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to comply with the dismissal procedures as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein.

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

In accordance with Code Section 3314.10, 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 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 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 (Epicenter) developed by the SPONSOR, including but not limited to: (i) the participation of Community School staff in all required training and (ii) the 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 of an existing GOVERNING AUTHORITY member's resignation or a new GOVERNING AUTHORITY member's appointment.

D. Accountability Plan:

The GOVERNING AUTHORITY agrees to assess student achievement of academic goals using the methods of measurement identified in the Academic and Organizational Accountability Plan ("Academic and Organizational Accountability Plan"), which is attached

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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, all applicable report card measures set forth in Sections 3302.03 and 3314.017 of the Code, 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 the SPONSOR with a written description of all actions it has taken to comply with applicable NCLB requirements by October 31.

In accordance with Code Section 3314.03(A)(11)(g), the GOVERNING AUTHORITY shall submit to the SPONSOR and to the parents of all students enrolled in the Community School, an annual report within four months after the end of each school year.

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

The SPONSOR shall perform its obligations under this Contract pursuant to Section 3314.015(B) of the Code and 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 applicable laws and with the terms of the Contract; (2) monitor and evaluate the academic and fiscal performance and the organization and operation of the Community School on at least an annual basis; (3) report, by November 30 of each year, the results of the evaluation conducted under division (D)(2) of Code Section 3314.03 to the Ohio 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 all applicable laws and terms of the Contract; (5) take steps to intervene in the Community School's operation, to the extent reasonable and within available resources, to correct problems in the Community School's overall performance, declare the Community School to be on probationary status pursuant to Section 3314.073 of the Code, suspend the operation of the school pursuant to Section 3314.072 of the Code, or terminate the Contract of the Community School pursuant to Section 3314.07 of the Code as determined necessary by the SPONSOR; and (6) have in place a plan of action to be undertaken in the event that the Community School experiences financial difficulties or closes prior to the end of a school year.

In accordance with Code Section 3314.023, the SPONSOR shall provide monitoring, oversight, and technical assistance to the Community School as defined in Code Section 3314.023.

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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.

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.

In accordance with Code Section 3314.02(E)(2)(c), the SPONSOR will annually verify that a finding for recovery has not been issued by the state auditor against any member of the GOVERNING AUTHORITY, any operator of the Community School, or any employee of the Community School.

In accordance with Code Section 3314.019, the SPONSOR will communicate with the state auditor regarding an audit of the school or the condition of financial and enrollment records of the school and shall maintain a presence at any and all meetings with the state auditor regardless of whether the SPONSOR has entered into an agreement with another entity to perform all or part of the SPONSOR's oversight duties.

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 disabilities.

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 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.

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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. School Facilities and Property; Site Visits

Pursuant to Code Section 3314.03(A)(9), the GOVERNING AUTHORITY and the SPONSOR shall complete Exhibit 9, which outlines the facilities to be used by the Community School and contains the following information:

1. A detailed description of each facility used for instructional purposes;
2. The annual costs associated with leasing each facility that are paid by or on behalf of the Community School;
3. The annual mortgage principal and interest payments that are paid by the Community School; and
4. The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the Community School or GOVERNING AUTHORITY, if any.

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

In accordance with Code Section 3314.032(A)(3), the SPONSOR and the GOVERNING AUTHORITY shall complete a list that describes the owner(s) of the Community School's facilities and property, including but not limited to its equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices. Such list shall be included in Exhibit 9 and comply with the requirements of Code Section 3314.0210

Article VII. Letter of Approval to Operate

Should the GOVERNING AUTHORITY elect to move the Community School to a new location, the GOVERNING AUTHORITY shall neither commence school operations nor, in the new location, begin classes for students 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.

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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.

Article VIII. Probationary Status

In lieu of termination of the Contract or suspension of the operation of a Community School, the SPONSOR may 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 performance 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 of the Contract. Upon review by the SPONSOR of the assurances, if the assurances provided by the GOVERNING AUTHORITY are not sufficient, the 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. If

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the SPONSOR finds at any time 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 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 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 the 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

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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 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 contract termination.
5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, 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 performance requirements specified in Exhibit 4 of the Contract;
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY's violation of any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

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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 the Contract. Such notice shall explain the reasons for the SPONSOR's intent to suspend operation of the 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.

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 Contract termination.

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 the Community School. However, pursuant to Section 3314.072(E), the Contract shall become void if the GOVERNING AUTHORITY fails to provide a proposal to remedy the conditions cited by the SPONSOR as reasons for the suspension, to the satisfaction of the SPONSOR, by September 30 of the school year in which the operation of the Community School was suspended.

Article X. Expiration/Termination of Contract

The expiration of the Contract between the SPONSOR and the GOVERNING AUTHORITY shall be the date provided in the Contract, provided, however, that 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 the Contract prior to its expiration, then not later than the fifteenth day of January in the year in which SPONSOR intends to terminate this Contract, the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate the Contract pursuant to Code 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 performance requirements specified in Exhibit 4 of the Contract;
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY's violation of 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, Preliminary Agreement, 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;

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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 fourteen (14) days of the receipt of a request for the hearing. Not later than fourteen (14) days after the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate the Contract. The expiration, termination, or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07.

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

1. The date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the 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.

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, and termination or nonrenewal of the Contract. In the event that the Ohio Auditor of State declares the Community School to be "unauditable," the GOVERNING AUTHORITY shall comply with its obligations under Code Section 3314.51.

If, at any time, the SPONSOR does not receive approval from the Ohio Department of Education to act as a sponsor to the Community School, or otherwise has its sponsorship authority revoked under the Code, then this Contract shall immediately terminate upon the occurrence of such event.

Article XI. Contract Termination Contingencies

If the Community School permanently closes and ceases its operation, or closes and ceases to operate, (i) the Community School shall comply with Section 3314.074 of the 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, and (ii) the designated fiscal officer of the Community School shall deliver all financial and enrollment records to the SPONSOR within thirty (30) days of the Community School's closure, in accordance with Section 3314.023 of the Code.

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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, the Code, or the 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 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.

In accordance with Section 3314.03(A)(20) of the Code, the GOVERNING AUTHORITY further recognizes the authority of the Ohio Department of Education to take over sponsorship of the Community School pursuant to 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

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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 Section 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 or 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 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. The GOVERNING AUTHORITY hereby covenants not to sue the SPONSOR's directors, trustees, officers, employees, agents, or representatives for any matters that arise under this Contract. Furthermore, the GOVERNING AUTHORITY agrees to indemnify the SPONSOR for liabilities, causes of action, losses, and expenses (including reasonable attorney fees) for acts or omissions of the Community School, the GOVERNING AUTHORITY, and the Community School Treasurer to the fullest extent provided for and covered by insurance maintained by the Community School and GOVERNING AUTHORITY pursuant to Article III.

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. 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 amendments hereto, constitute the entire agreement of the parties and may be modified or amended, provided that any such modification is in writing and signed

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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.

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 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 that 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

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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, or termination or nonrenewal of the 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, military status, national origin, sex, age, disability, or ancestry.

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 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.

If to GOVERNING AUTHORITY:

GOVERNING AUTHORITY
Dayton Leadership Academies - Early Learning Academy
1416 W. Riverview Avenue
Dayton, Ohio 45402
Attn. Governing Board Chairperson

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

If to SPONSOR:

The Thomas B. Fordham Foundation
1016 16th Street, N.W., 8th Floor
Washington, D.C. 20036
Attn. Michael J. Petrilli

Copies to:

The Thomas B. Fordham Foundation
15 West Fourth Street, Suite 430
Dayton, Ohio 45402
Attn. Kathryn Mullen Upton

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

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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 that 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: Michael J. Petrilli
Michael J. Petrilli
President

DATE: 6/22/16

**THE GOVERNING AUTHORITY OF
Dayton Leadership Academies - Early Learning
Academy**

BY: Ellen S. Ireland
Governing Board Representative

DATE: 6.23.16

EXHIBIT 1: EDUCATION PLAN

A.1 Mission

Dayton Leadership Academies - Early Learning Academy challenges and nurtures each child to perform at his or her highest ability in a school culture of pride and excellence.

A.1.1 Vision

Attaining excellence for each child by students, families, and teachers working hard together.

A.1.2 Educational Philosophy

Dayton Leadership Academies - Early Learning Academy uses four pillars of excellence to represent our commitment to the success of each child. The four pillars are: 1) hard work together, 2) high expectations, 3) year-round experience, and 4) customized student learning plans.

A.2 Geographic Boundaries

Dayton Leadership Academies - Early Learning Academy attracts students between kindergarten and second grade who primarily live in Dayton Public School District, Trotwood-Madison City District, and Jefferson Township Local, though some students also come to us from Northmont City District, Northridge Local District, Mad River Local District, Kettering City District, Oakwood City District, and West Carrollton City District.

A.3 Curriculum and Instruction

The Core Knowledge Language Arts Program (CKLA) is the primary curricular resource for grades K–2. In addition, students in grades K–2 who require Tier 3 support receive intensive intervention thirty minutes per day through the Leveled Literacy Intervention System (LLI). For math instruction, K–2 teachers use Go Math; for science, Prentice Hall Science Explorer for Science and FOSS are primary resources. Social Studies Alive is used for K–2.

English Language Arts

Core Knowledge Language Arts

Core Knowledge Language Arts (CKLA) is a comprehensive program for teaching reading, writing, listening, and speaking while also building students' vocabulary and knowledge across essential [domains in literature, global and American history, and the sciences](#). In the early grades, CKLA focuses on oral language development through carefully sequenced read-alouds as well as systematic instruction in reading and writing skills. In later grades, CKLA continues to advance students' knowledge and vocabulary through read-alouds and in-depth discussions while also immersing students in complex texts and advanced writing assignments that draw on the academic content they've been engaged in since preschool. CKLA for grades K–3 is broken into two strands—a Skills strand and a Listening and Learning strand—so that children can master sounds and letters for fluent decoding and encoding during one part of the day and then have additional time to build the knowledge, language, and vocabulary that are essential for strong comprehension.

EngageNY Language Arts

The modules are designed to address Common Core State (CCSS) and Learning Standards,

which focus on building students' literacy skills as they develop knowledge about the world. The modules are designed to give teachers concrete strategies in reading, writing, speaking, and listening that address the instructional shifts required by the Common Core learning standards.

Leveled Literacy Intervention System for Students receiving Tier 3 Intervention:

- Combination of reading, writing, and phonics/word study.
- Emphasis on teaching for comprehending strategies.
- Explicit attention to genre and to the features of nonfiction and fiction texts.
- Special attention to disciplinary reading, literature inquiry, and writing about reading.
- Specific work on sounds, letters, and words in activities designed to help students notice the details of written language and learn how words "work."
- Close reading to deepen and expand comprehension.
- Explicit teaching of effective and efficient strategies for expanding vocabulary.
- Explicit teaching for fluent and phrased reading.
- Use of writing about reading for the purpose of communicating and learning how to express ideas for a particular purpose and audience using a variety of writing strategies.
- Built-in, level-by-level descriptions and competencies from *The Continuum of Literacy Learning, PreK-8* (2011) to monitor student progress and guide teaching.
- Communication tools for informing parents about what children are learning and how they can support them at home.
- Technology support for assessment, record keeping, lesson instruction, and home and classroom connections.
- Detailed analysis of the characteristics of text difficulty for each book.

Mathematics

Go Math was adopted for grades K–2 and is more closely aligned with the CCSS. It encompasses many resource materials to meet the needs of all student ability levels and manipulatives for hands-on learning. When students progress to grade three and beyond, the Dayton Leadership Academies have adopted Eureka Math (fifth grade) and EngageNY Math (grades 6–8). These include curriculum modules that are designed to have an in-depth focus on fewer topics. They integrate the Common Core learning standards' rigorous classroom reasoning, extended classroom time devoted to practice and reflection through extensive problem sets, and high expectations for mastery. Modules include a combination of fluency exercises, chains of reasoning, abstract activities, and contextual activities throughout.

Science and Social Studies

For science, Prentice Hall Science Explorer for Science and FOSS are primary resources. They provide opportunities for hands-on learning to solidify learning of science concepts. Social Studies and History Alive provide a chronological and themed approach to learning about historical events while also providing opportunities to connect literacy concepts.

Instructional methods include direct instruction, peer-to-peer learning, collaborative learning centers, and small group activities. Students have access to manipulatives, technology, and project ideas to assist in learning.

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Utilizing a customized student learning plan, data to inform instruction, differentiation, response to intervention, and common assessments via highly collaborative Dayton Leadership Academies - Early Learning Academy-wide house teams, each child will be fully engaged in order to develop their highest ability to ensure success in high school and beyond. To do this, the school will:

1. Implement an aligned curriculum that is based on the College- and Career-Ready Standards (CCRS).
2. Implement common formative assessments aligned to the CCRS for monitoring student progress.
3. Utilize the Ohio Instructional Process (OIP) to fully implement this Initiative.
4. Increase year-round experience opportunities for students and families to gain exposure to career, cultural, recreational, and life enrichment resources.
5. Offer an array of extracurricular opportunities intended to develop self-confidence, teamwork, and the joy of being part of a team.

A.3.1 Classroom and Non-classroom-based Learning Opportunities

Classroom-based learning opportunities are described throughout this Exhibit and may include but are not limited to instruction in the subjects set forth, tutoring opportunities, and student projects. Non-classroom-based learning opportunities may include but are not limited to field trips, programs, and/or events.

A.4 Target Population

Dayton Leadership Academies - Early Learning Academy looks to attract and retain parents and students year-round in order to achieve our vision for successful schools through parent ambassadors, community and school events, staff involvement, customer service, and an extensive and strategic enrollment management program.

The school will serve students from kindergarten through second grade who want to be a part of our relentless pursuit of excellence. A Family Compact was started in the 2013–2014 school year that requires student and parent to sign, thus indicating their commitment to the expectations of the school.

A.5 School Calendar and Daily Schedule

Changes to the school calendar and schedule are made at the discretion of the school.

Breakfast is served between 7:30 a.m. and 7:59 a.m. on school days. The instructional day convenes at 8:00 a.m. and continues through 3:30 p.m., with approximately thirty minutes designated for lunch. Students are in session 178 days, bringing instructional time for the traditional calendar to 74,760 minutes (1,246 hours) annually.

The daily schedule allows for physical education for all students every other day. Art class is provided the alternating day during one semester and music during the other semester. English language arts is ninety minutes every day and consists of reading, language, and writing. Math is ninety minutes every day. Science and social studies are forty-five minutes each. English language arts and math include centers or small-group activity time so that teachers can provide

direct instruction and opportunities for cooperative learning daily.

Tutoring is provided by DLAELA staff every Wednesday after school from 3:45 to 4:45. Students who are below four hundred on the state level tests in math and/or reading are required to attend. These students are also required to attend one Saturday session from nine o'clock to noon for each of the following six months: October, November, January, February, March, and April.

A.6 Special Student Populations

Special education is an integral part of Dayton Leadership Academies – Early Learning Academy. Students with disabilities receive a continuum of services as identified in their Individualized Education Programs (IEPs) to ensure specially designed instruction in their least restrictive environments. Intervention specialists collaborate and plan with teachers to ensure that students with disabilities have access to the general education curriculum and, as appropriate, participate in the general education setting with nondisabled students. Intervention specialists utilize a variety of tools to closely monitor student progress. One of the standardized tools used at the beginning, middle, and end of the year is the Northwest Evaluation Association (NWEA). Data is utilized to closely track student gains and target areas of need to ensure appropriate, specially designed instruction.

In order to provide a continuum of services, there are service delivery options based on student needs that may include consultation, direct instruction, support, and related services:

Consultation: assistance to the regular education classroom teacher by a certified intervention specialist who develops instructional or behavioral strategies for students with disabilities, selects or develops instructional materials, and assists in the development of appropriate classroom and instructional modifications of the general education curriculum.

Direct: provision of instruction and evaluation of instruction based on the general and/or functional curriculum by a certified intervention specialist in areas identified in the student's IEP.

Support: provision of instruction in collaboration with the regular education classroom teacher that supports the student in the instruction of the general curriculum by a certified intervention specialist in areas identified on the student's IEP.

Related Services: supportive, corrective, and developmental services included on the IEP and required for students with disabilities to benefit from special education. Examples include, but are not limited to, speech and language, occupational therapy, physical therapy, mental health/behavior specialist support, and transportation.

Intervention Assistance Team and Positive Behavioral Intervention and Supports

Dayton Leadership Academies - Early Learning Academy is dedicated to ensuring that all students achieve grade-level proficiency and demonstrate grade-level behavioral expectations through Response to Intervention. Dayton Leadership Academies - Early Learning Academy utilizes the Intervention Assistance Team (IAT) process to ensure that students struggling to meet grade-level behavioral expectations and academic standards are provided with evidence-

based, tiered small-group or individual interventions. The IAT is made up of teacher representatives from each house team, along with the guidance counselor and school psychologist. The IAT supports teachers in creating and monitoring intervention plans.

Dayton Leadership Academies - Early Learning Academy also integrates Positive Behavioral Interventions and Supports (PBIS) to ensure a positive and safe environment for student learners. The PBIS team is made up of teacher representatives from each house team, along with the guidance counselor. This team analyzes school-wide discipline data bimonthly to target concerns that require school-wide and/or class-wide interventions. The PBIS team also incorporates incentives for positive behaviors displayed throughout the building.

Gifted

Students may be referred for gifted testing by parents, teachers, or other staff members at any grade level or time of year. When referred, students are screened for gifted characteristics. Students who meet the criteria are assessed further by the special education director and school psychologist utilizing a standardized assessment that has been approved by the Ohio Department of Education for gifted screening and identification. As part of the assessment process, other measures, including teacher observations, student performance samples, and local test results, are considered.

For a student who is identified as gifted, a written educational plan is developed that outlines services. Based on the plan, enrichment programs are provided that may include Renzulli Learning. Students who are close to the Accelerated or Advanced ranges on the Ohio Achievement Assessment are also provided with enrichment through Renzulli Learning.

Homeless

Dayton Leadership Academies - Early Learning Academy coordinates services with the Resident District when a student is determined to be homeless under the McKinney-Vento Homeless Assistance Act. Children and youth in homeless situations will be provided services comparable to those received by other students, including transportation to and from their school of origin, to the extent possible. In addition, the homeless child will:

- Be eligible to receive transportation services
- Be allowed to receive additional educational services, if eligible
- Receive meals under school nutrition programs
- Not be denied enrollment based on lack of proof of residency

The director of family and community outreach is the liaison for students in homeless situations and will ensure that the rights of homeless students are protected and that they have the opportunity to reach the same high academic standards expected of all students.

A.7 School Goals

In the 2013–2017 Strategic Plan for Dayton Leadership Academies – Early Learning Academy, five strategic goals are identified:

1. Maximize success for each child for high school and beyond

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2. Build consistent ownership of a culture based on core values
3. Create a Comprehensive Family and Community Support Network
4. Attract and retain parents and students year-round to achieve our capacity for successful schools
5. Attract, develop, and retain excellent teachers in urban education

Specific school-wide goals are as follows:

A. Academics: To maximize success for each child for high school and beyond

1. Rating of A on report card value-add for all students
2. An average of 1.5 years of growth in NWEA math and reading
3. Performance Index score of at least 84 and a grade of C
4. Rating of A on report card value-add for special education student subgroup
5. Proficiency rate of at least 90% for the third-grade guarantee based upon PARCC (state test—formerly OAA) and NWEA results
6. Increase teacher retention from 63% to 80%
7. Increase the number of student teachers and field placements

B. Culture: To build consistent ownership of a culture based on core values

1. Student attendance goal of at least 94.5%
2. Increase family participation in quarterly conferences (1Q=75%, 2Q=80%, 3Q=85%)
3. At least 85% of parent satisfaction survey responses are “satisfied” or “very satisfied”
4. Minimum of net-zero summer “slide” for 2015 Summer Launch participants
5. Reduction of the number of tardies from twenty-three per day to fifteen

C. Maintain fiscal stability by attracting, engaging and retaining families and monitoring expenses

1. Meet annual student enrollment goals
2. Active Parent Council
3. Balanced budget

D. Create a Comprehensive Family and Community Support Network

1. Increase in the number of community programs for students and families, such as Boonshoft, K–12 Art, and Montgomery County 4H
2. Increase in the number of community partners that attend our quarterly conferences and provide sessions for families at Saturday Launch
3. Generate a family services guide complete with primary contact person for DLA families

A.8 School Climate and Discipline

The school’s discipline process is vital to the establishment and sustainability of a safe, respectful culture of interaction among students, family members, and school staff that enables

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us to reach our student achievement goals and helps students adopt a personal behavior framework that will serve them through their lives.

Each house team will develop its own set of age-appropriate expectations regarding behavior management, which will be based upon the rules set forth by the Dayton Leadership Academies - Early Learning Academy in the Student and Family Handbook. When a student is having difficulty following any of the school rules, the classroom teacher will work with the student to help the student comply. The lead teacher and/or administration may be approached for suggestions. The school counselor and other Student Support Team members may also advise on the situation. If the situation is deemed serious enough, parents/guardians will be immediately contacted.

All incidents of inappropriate behavior will be documented on a Discipline Referral Form. By state regulation, this form will be kept on file by the homeroom teacher as well as by the administration. The tracking of behavior is important in the monitoring of children because of the impact of behavior on academic performance.

Dayton Leadership Academies - Early Learning Academy has a policy on the use of momentary physical interventions that might remove disruptive students from the classroom in order to maintain the safety of students and staff. When this is necessary, options could include:

- Temporary placement in the lead teacher's classroom
- Temporary placement with another teacher, school counselor, or Student Support Team member
- Temporary placement with a member of the administrative team or the office manager
- Out-of-school suspension
- Emergency placement in an alternative school if the misconduct presents a serious and credible threat of harm to the student of the wider Dayton Leadership Academies - Early Learning Academy community

Policies on the use of behavioral interventions, physical restraints, and isolated time-outs are in place. These guidelines are available in the school's office.

At Dayton Leadership Academies - Early Learning Academy, there is zero tolerance for:

- Willful physical injury to another (which includes fighting)
- Assaults on students or staff
- Possession of drugs, alcohol, matches, cigarettes, lighters, or other paraphernalia
- Possession of weapons or look-alike weapons, including firearms and knives

A.9 Assessments and Intervention

iReady (an ODE-approved alternative assessment) assesses reading and math for students in grades one and two. It is administered four times each year: September, December, March, and May. iReady is used to inform instruction in the classroom and enable teachers to differentiate their instruction based on the strengths and weaknesses of their students.

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ODE Diagnostic Assessments are administered in writing for students in grades one and two. The assessments are given in the spring to measure student progress over the course of the school year. They align with DLA's curriculum and provides data on student strengths and weaknesses.

Each of these assessments was chosen based on the recommendation or requirement of ODE, and all align with the Ohio Improvement Process.

EXHIBIT 2: FINANCIAL PLAN

B.1 Budget Summary

The most recent five year projected budget is available from the Ohio Department of Education [here](#) and fully incorporated by reference herein. Projections are subject to revision at the discretion of the Governing Authority.

B.2 Financial Management

Finances of the Dayton Leadership Academies – Early Learning Academy are carefully managed by the treasurer, executive director, board of trustees and the Board Finance Committee. The Finance Committee meets regularly and actively reviews the financial statements and transactions. It additionally monitors the annual results against forecast. Changes in revenue projections and expense appropriations are also reviewed by this committee.

Currently, the director of academics and treasurer prepare the CCIP application based on information that is created through the Ohio Improvement Process. The plan includes a detailed budget by object code for instructional and supporting educational staff salaries, fringe benefits, purchased services, and supplies. The budgetary process considers the period of availability of federal funds as to both obligations and disbursement. Expenditures are considered during the budgetary process, a majority of which are designated to staff salaries/benefits and followed closely by set-asides. The treasurer and executive director approve the budget and present it to the Alliance Community Schools Board.

All expenditures and purchases are approved by the executive director. The bookkeeper serves as the purchasing agent following the guidelines set forth by the board’s Purchasing Policy. The bookkeeper codes the purchase orders and enters them into the accounting system, and the treasurer approves electronically by email. The bookkeeper codes all invoices into the MDECA accounting system and submits them to the executive director for approval in hard-copy form. The treasurer prepares all Project Cash Requests and Final Expenditure Reports.

The school’s data manager coordinates all SOES and EMIS reporting.

Policies and procedures regarding internal financial controls adopted by the governing authority of the school may be updated and submitted to the sponsor in Epicenter and incorporated herein.¹

B.3 Transportation, Food Service, Other Partnerships Transportation

Transportation is provided by area school districts. Because of the barriers that families often face, Dayton Leadership Academies - Early Learning Academy (DLAELA) may also contract with private providers.

Food Services

Dayton Leadership Academies - Early Learning Academy contracts with a private provider for food services. The school ensures that Federal Nutritional Guidelines are followed.

¹ [ORC 3314.03 \(A\) \(31 \(B\) \(5\)\)](#)

B.4 Insurance

Dayton Leadership Academies – Early Learning Academy works with a schools insurance consultant to identify the coverages and providers and to minimize cost. The following policies may be included:

- Student Accident
- Commercial Crime
- Professional Liability
- Commercial Liability
- Property Insurance
- Crime/Fidelity
- General Liability
- Employee Benefits Liability
- Hired and Non-owned Auto Liability
- Umbrella Liability
- Directors and Officers Liability and Employee Practices Liability
- Ohio Employers Liability

EXHIBIT 3: GOVERNANCE PLAN

C.1 Governing Body

The Alliance Community Schools Board (ACS), d/b/a Dayton Leadership Academies - Early Learning Academy, is charged with oversight of the operation of Dayton Leadership Academies – Early Learning Academy. ACS holds monthly board meetings and additional meetings as needed. ACS is responsible for meeting the expectations of the sponsorship contract, generating the strategic direction of the school, overseeing the fiscal management of the school, and monitoring the performance of the executive director, the treasurer, and the administrative team in the daily management of the school.

There shall be no fewer than five and no more than fifteen board members of ACS. Board members shall be appointed for three-year terms with a maximum of three consecutive terms or a total of nine years of consecutive service.

Board members shall be nominated by the Governance and Nominating Committee of the board. The slate of nominees, upon recommendation of the Governance and Nominating Committee, shall be submitted to the members of the board prior to a vote to formally elect board members. A member who has served three consecutive three-year terms will not be eligible for reappointment until a lapse of one year after the expiration of his/her last term.

There shall be non-voting ex officio board members who are not counted in determining the quorum. These ex officio members shall include:

- Executive director of ACS
- Appointed president of the Parent Advisory Council for each community school under the supervision of ACS
- Other ex officio members as determined by members of the board

Board members shall serve as the following officers. These officers shall be elected for one-year terms from among the board members at an annual meeting normally held in May of each year. The officers shall constitute the Executive Committee of the board members, including, but not limited to:

- Chairperson
- Vice Chair
- Secretary
- Treasurer
- Executive Director (ex officio)

Officers may be reelected annually for terms that may not exceed their term of office as a director. The Executive Committee shall further appoint board members to at least one committee in addition to their service on the board.

Standing committees of Board members shall include:

- Executive Committee
- Governance and Nominating Committee
- Finance and Facilities Committee

These standing committees shall exclusively include members of the board members. In addition to standing committees of the board, ACS shall be served by advisory committees that may vary in number and scope as determined by the board members and approved by a vote of the board members. ACS Advisory Committees include; Audit, Academic Affairs, and Family and Community Engagement. Board members serve on these committees along with school administrators who have these particular responsibilities. Additional advisory committees of the board shall include members of the board as well as other community leaders with the characteristics, leadership, and skills appropriate for the function of the advisory committee. Advisory committees are chaired by one of the board members.

C.2 Governing Board Composition

The board roster is included at Exhibit 7.

C.3 Management and Operation

C.3.1 Records

The Board of Trustees has adopted a comprehensive records retention policy outlining the appropriate procedures for handling the wide array of documents generated within the school. Each record type is designated a retention period, storage location and owner. Records are divided into the following categories: Board and Administrative Records, Employee Records, Student Records, Building Records, Central Department, Financial Records, Payroll-Related Records, Reports, and Other. The executive director or his designee is ultimately responsible for the annual review and proper retention or disposal of records within this plan. Current policy dictates that records are to be disposed of properly by document shredder or other approved disposal measures.

C.4 Staffing and Human Resources

From the ACS Strategic Plan 2013–2017, the following are the school’s goals:

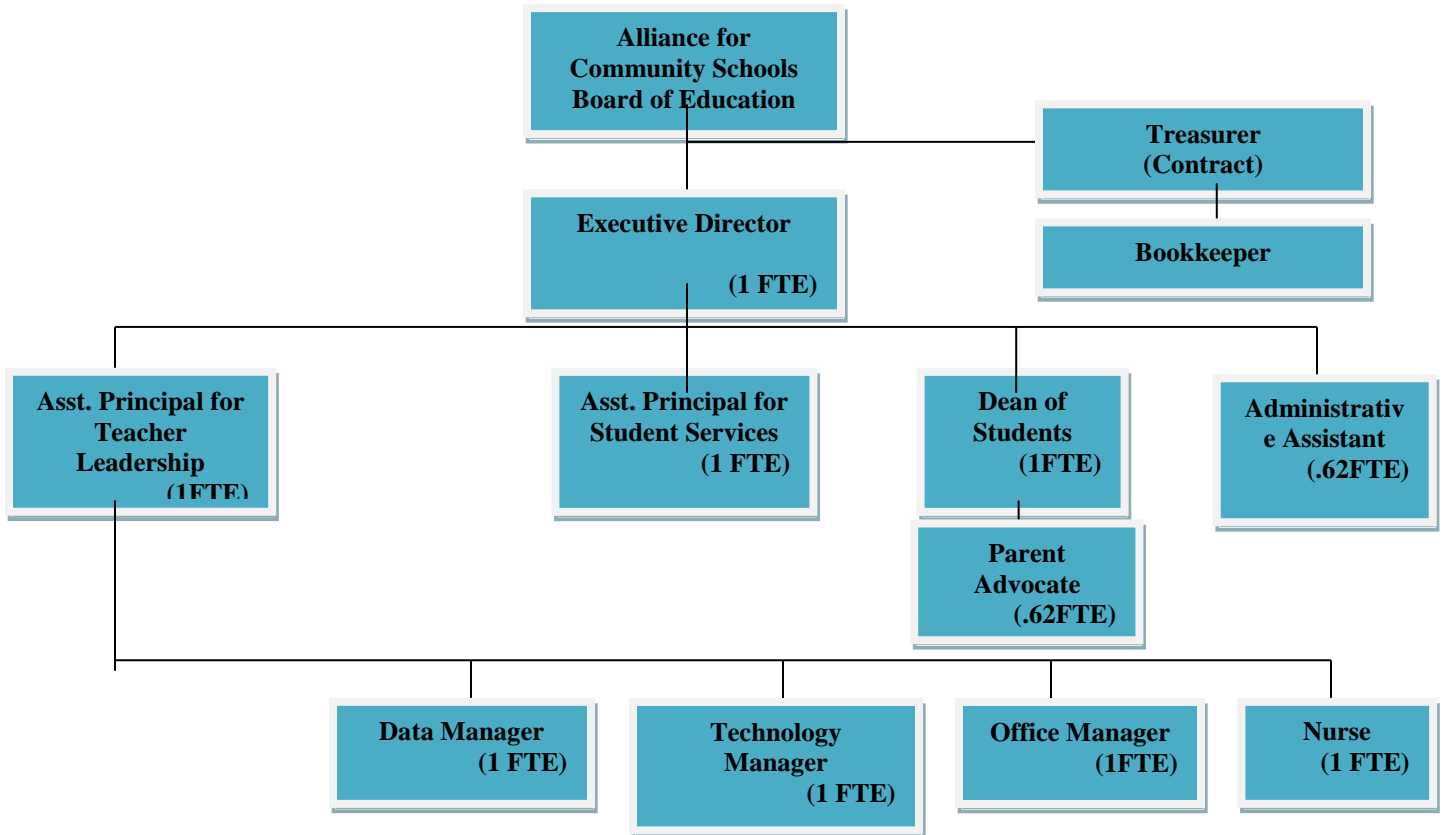
Attract, Develop, and Retain Excellent Teachers and Staff in Urban Education

1. Create a committee to design and implement a performance management process for DLA staff. Key elements of this process will be to develop student achievement goals and results, formulate individual strategies to enhance each teacher’s professional expertise, and contribute to the vision and plan for DLA.
2. Assign mentors to first-year or new teachers to the school.
3. Recruit and train effective leaders for house teams who can implement the DLA plan and reinforce the core values of our school culture.
4. Reinforce opportunities for teacher support through house teams and social activities.
5. Reinforce distributed leadership practices of teacher involvement beyond the classroom.
6. Develop university and community partnerships and consultants in support of the performance management process and attraction of teachers.

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7. Maintain and reinforce rigorous interview practices.
8. Develop a “case” for why prospective teachers should choose DLA.
9. Recruit teachers from programs and schools with an African American presence.

The staffing plan below supports the strategic goals, objectives, and initiatives outlined in the strategic plan. The staffing plan reflects administrative and supervisory positions of the organization.



The following primary responsibilities represent the delineation of primary responsibilities in each position included in ACS administrative operations.

A) Executive Director

- Sponsor relationships
- Board relationships
- Community relationships
- Leadership team
- Annual goal setting and progress reporting
- Parent Advisory Council (PAC)
- CCIP
- OIP
- Teacher (OTES) evaluator

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- ODE and ESC relationships
- Human resource ops and staffing
- School report card and performance benchmarks
- Discipline support to dean of students
- Fiscal Oversight and Compliance
- Facility Management
- Transportation

B) Treasurer (Contract)

- Annual forecast/budget
- Federal program monitoring and partnerships
- Accounts payable (bookkeeper)
- Accounts receivable (bookkeeper)
- Payroll (bookkeeper)
- Financial reporting

C) DLA Assistant Principal for Student Services

- Interventions
 - RTI
 - LLI
 - Counseling
- Mental health and other parent and family involvement
- Recruitment
- Retention
- Home school communications
- Social media
- Community outreach and partnerships
- Parent and student ambassadors
- Application and withdrawal process
- Parent/student advocate oversight and supervision
 - Special education
 - Third-Grade Reading Guarantee
 - IAT
 - PBIS
 - RIMP
 - Student retention
- Teacher evaluator (OTES)
- Data analysis w/ intervention staff
- Administrative team
- Leadership team
- Staffing
- Academics Committee of board
- CCIP support
- Testing coordinator

- Federal program monitoring and partnerships

D) DLA Assistant Principal for Teacher Leadership

- Chief Instructional Leader
 - Instructional planning
 - Weekly observations and feedback for improvement
 - Formative assessment development and use
 - Use of data to drive instruction
 - Curriculum resources
 - Student learning objectives for specials
 - Professional development
- Lead teacher development
- Resident educator
- Student teachers
- Teacher evaluation (OTES)
- Administrative team
- Leadership team
- Staffing
- Academics Committee of board

E) Dean of Students

- Day-to-day discipline and related documentation and communication to families and staff
- Supervise parent advocate
- Student attendance
- Truancy
- Leadership team

F) Parent Advocate

- Parent and family involvement
- Recruitment
- Re-registration
- Manage community partnerships
- Home-school communications
- Monthly newsletter to families
- Social media
- Website management
- Parent and student ambassadors
- Student withdrawal process
- Family events, quarterly conferences and awards assemblies
- Taking Flight

G) Administrative Assistant

- Liaison to the Board and Sponsor
- Assist with compliance and vendor
- Master calendar
- Staff hospitality
- One Call Now

H) Data Manager

- EMIS reporting
- Student database
- Enrollment data entry
- School district liaison
- Transportation liaison
- Family data records
- Food service reporting

I) Technology Director

- IT systems management (Servers, Networks)
- Teacher classroom technology support
- Equipment procurement
- Report data uploads
- Service provider management
- Web development and update
- Social media interface
- Network administration
- Event equipment set-up

J) Nurse

- State Compliance
- Medical Triage
- Health Education
- Community Health Resources and Program

C.5 Professional Development

Professional development is based on the requirements of the Ohio Improvement Process (OIP) and the needs of the teachers and staff. Only High Quality Professional Development (HQPD) is used, and each is matched to the HQPD standards. Professional development plans are aligned with the school's mission and goals because of the collaborative nature of planning for PD. It is assessed through feedback from teachers and staff and from observations of its implementation throughout the school.

All teachers attend three days of professional development before school begins. In addition, new teachers participate in a full-day New Teacher Orientation. Three full-day trainings occur throughout the school year. Teachers are involved in HQPD weekly for forty-five-minute sessions during the school year. Professional development is also offered in the summer in

preparation for the upcoming school year.

Beginning teachers participate in the Resident Educator Mentorship Program to assist in their development. Structured observations and coaching by teacher leaders build new teachers' skills, giving them the intensive support they need to succeed. Additionally, our partnership with Teach For America provides collaborative and ongoing support for those teachers who have joined DLAELA as TFA corp members.

- Teachers demonstrate commitment to the development of all students and work relentlessly to meet their needs.
- Teachers establish a positive and inclusive environment that makes students feel valued, motivated, and supported in their learning.
- Teachers plan intentionally and responsively to create quality instructional experiences for their students through the TBT process.
- Teachers execute instructional experiences effectively and responsively to maximize student learning and understanding.
- Teachers draw on their content and pedagogical knowledge to create multiple paths to student learning.
- Teachers commit to continuous improvement of their professional practice and bring dignity to teaching because they are responsible for student learning and outcomes.

C.6 Student Recruitment and Enrollment

Class, section, and grade-level sizes are determined at the discretion of the school.

Dayton Leadership Academies – Early Learning Academy Projected Enrollment

	2016–17	2017–18	2018–19	2019–20
K	70	75	75	75
1	53	66	70	70
2	40	50	59	63
Total	Goal is 163	Goal is 191	Goal is 204	Goal is 208

Student recruitment and registration is conducted beginning in February and concludes for the most part once school has begun in August. A work plan with monthly strategies, staff assignments, and a student-count tracker for each grade level are used to monitor the achievement of the recruitment plan.

The following strategies are contained in the DLAELA Strategic Plan for 2013–2017:

Attract and Retain Parents and Students Year Round to Achieve our Capacity for Successful Schools

- Generate a year-round strategic enrollment management program that promotes a distinctive “case” for the school.
- Feature data regarding our students’ success, comprehensive communications plan, and expanded board representation and connections to families
- Channel parent communications messaging through teachers

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- Develop relationships with ethnic and culturally distinct churches
- Implement the “next steps” of meeting next year’s teacher in the current year (Welcome Program).
- Expand relationships and exposure to alumni

C.7 Community Partnerships

Our community partners bring a wide range of resources that are valuable to the school’s families. These resources include people who volunteer their time, organizations that offer enrichment opportunities, businesses that extend career-related information and workplace experience, and agencies that provide various social services for students and families. Partners bring their own strengths, skills, perspectives, and knowledge to the educational process. Because the relationships are reciprocal, the school also collaborates with its partners by opening our doors for the use of the buildings and serving as a clearinghouse for family and student referrals to social service programs and community service projects. Not only are the school’s community partners available to impact our students and families, they are also a viable instrument in providing professional development seminars and training for the school’s staff. Community partnerships may be changed at the discretion of the school.

1. Wesley Center
2. Marriage Works! Ohio/Family Works Ohio
3. YMCA
4. Hannah’s Treasure Chest
5. Dayton Food Bank
6. Community Health Centers of Greater Dayton
7. Northwest Priority Board
8. The Glen
9. Smile Care Ohio Mobile Dentist
10. Montgomery County W.I.S.E. Internet Safety Program
11. BJ Kids Foundation
12. Omega Baptist Church/Community Development Corporation
13. Crayons to Classrooms
14. Teach For America
15. Dayton Dragons
16. City of Dayton
17. Milano’s
18. Delta Sigma Theta Sorority, Inc.
19. Ace Vending
20. Montgomery County Juvenile Court
21. Shoes 4 the Shoeless
22. K2 Gallery
23. Dayton Metro Library
24. Girls Scout
25. 5 to Thrive—Kindergarten Readiness
26. The Unit
27. University of Dayton-Urban Teacher Academy
28. Wright State University

29. Montgomery County Juvenile Court Division
30. Montgomery County Ohio College
31. Sinclair Community College
32. Anthony Fairbanks Educational & Parental Consulting
33. H&R Block
34. Girls Inc.
35. Omega Psi Phi Fraternity, Inc.

C.8 Parent Engagement

In Dayton Leadership Academies – Early Learning Academy’s Strategic Plan, the following objectives are to be achieved in the next 3–5 years through the creation of a Comprehensive Family and Community Support Network:

1. Develop a Family and Civic Engagement Team (FCET) to include community partners, families, and staff (OIP)
2. Provide effective notification of school programs, resources, and activities to families through a variety of communication methods (OIP)
3. Conduct a series of parent participation activities that include instructional aide training, tips to help their students, and online learning tools they can cultivate at home (OIP)
4. Ensure that each teacher makes at least five positive behavior contacts with parents each week (OIP)
5. FCET will monitor implementation of the OIP and suggest revisions as needed (OIP)
6. Create a Community Resource Guide that will reflect partnership organizations and other family resources (OIP)
7. FCET will develop a process for staff to refer families to school and community resources (OIP)
8. Identify and expand our partnerships with family service organizations (e.g., health and wellness, job and family services) to link them to our families through referrals and by hosting programs at our campuses

School-wide goals for family engagement include:

- Ninety-four percent or higher in student attendance.
- One hundred percent of families sign and return Family Compact.
- At least 75 percent of students and parents attend first-quarter conferences, at least 80 percent attend second-quarter conferences, and at least 85 percent attend third quarter conferences.
- Student retention (return) rate of at least 85 percent.

Each month, the *Eagle Update* newsletter is sent home with all students and published on the Dayton Leadership Academies – Early Learning Academy website to inform everyone of what is happening at the school. All students have maroon “Bring the Thunder” folders that are sent home daily, which include all communications and documents that need to be reviewed and signed by parents.

The Student Learning Plan (SLP) is updated each quarter and shared with every student and

family at conferences. The SLP includes student assessment results, progress goals, attendance and discipline results, and student and family participation records.

In carrying out Title I parental involvement requirements, Dayton Leadership Academies - Early Learning Academy will provide full opportunities for the participation of all families, including those with limited English proficiency, parents/guardians with disabilities, parents/guardians with migratory children, and homeless families. Information and school reports will be provided in an understandable and uniform format and upon request, created in alternate languages for families to understand. Family involvement programs, activities, and procedures will be planned and operated with meaningful consultation with parents/guardians and participating children. Open-forum Parent Meetings are scheduled at least three times annually, providing guardians an opportunity to interact and converse directly with the school's administration. Our parent ambassadors provide consistent support and insight.

C.9 Means for Achieving Racial and Ethnic Balance

The Community School will achieve a racial and ethnic balance reflective of the community it serves by abiding by all legal admission policies outlined in Ohio laws. The Community School will be nonsectarian in its programs, admissions policies, employment practices and all operations, will not charge tuition, and will not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. The Community School will annually review its demographic data. If a significant difference in the racial and ethnic balance exists between the Community School's home city and/or district and that of the school, the Governing Authority may take action to address the difference, which may include but not be limited to a review of enrollment and outreach policies and procedures.

C.10 Disposition of Employees

In the event the Contract is terminated or not renewed pursuant to Section 3314.07 of the Code, the Governing Authority agrees to maintain all staff records in a secure location and make records available to staff upon request; ensure that STRS and SERS contributions are current; clarify COBRA benefits; inform staff of the date medical benefits end; ensure that each faculty's Local Professional Development Committee (LPDC) is current and available to staff; and, provide a clear, written timeline of the closing process to all staff.

C.11 Race to the Top

If the school is the recipient of monies from a grant awarded under the federal Race to the Top program, Division (A), Title XIV, Sections 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," Pub. L. No. 111-5, 123 Stat. 115, the school will pay teachers based upon performance in accordance with section 3317.141 and will comply with section 3319.111 of the Revised Code as if it were a school district.

C.12 Benefits

Benefits offered to employees may include, but not be limited to, health, dental, and vision coverage. The school will have Worker's Compensation insurance. Retirement benefits are provided via the State Teachers Retirement System of Ohio (STRS) or the School Employees

Retirement System (SERS).

C.13 Dismissal Procedures

In accordance with Revised Code § 3314.03(A)(6), any student who, without a legitimate excuse, fails to participate in one hundred five consecutive hours of learning opportunities, will be automatically withdrawn from the school in accordance with the school's withdraw procedures.

C.14 Management

In accordance with Ohio Revised Code section 3314.191, the chief administrator of the community school actively is managing daily operations at the school.

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EXHIBIT 4: ACADEMIC AND ORGANIZATIONAL ACCOUNTABILITY PLAN

Pursuant to Article III of this Contract, the Academic and Organizational Accountability Plan constitutes the agreed-upon academic, financial, and organizational and governance requirements (“Requirements”) that the GOVERNING AUTHORITY and SPONSOR will use to evaluate the performance of the Community School during the term of this contract. Each of these Requirements may be considered by the SPONSOR to gauge success throughout the term of this contract.

To be considered for contract renewal, the GOVERNING AUTHORITY is expected to have “achieved” the standard as specified herein, which is the SPONSOR’s minimum expectation for the School, in all primary academic indicators, all financial indicators, and all primary operations/governance indicators. Secondary indicators (for both academics and operations/governance) will be considered as well, but primary indicators will factor more heavily into decisions about renewal or non-renewal, as well as about probation, suspension, and termination. An inability to achieve minor elements of the standards may not prevent consideration of contract renewal, based on the totality of the circumstances, which will be subject to the SPONSOR’s sole and complete discretion.

Primary Academic Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Reading Progress	96%–100% of Dayton Leadership Academies - Early Learning Academy students will annually demonstrate a minimum of one year of academic growth in reading on the NWEA MAP. Metric: NWEA	90%–95% of Dayton Leadership Academies - Early Learning Academy students will annually demonstrate a minimum of one year of academic growth in reading on the NWEA MAP. Metric: NWEA	80%–89% of Dayton Leadership Academies - Early Learning Academy students will annually demonstrate a minimum of one year of academic growth in reading on the NWEA MAP. Metric: NWEA	79% or fewer of Dayton Leadership Academies - Early Learning Academy students will annually demonstrate a minimum of one year of academic growth in reading on the NWEA MAP. Metric: NWEA
Math Progress	96%–100% of Dayton Leadership Academies - Early Learning Academy students will annually demonstrate a	90%–95% of Dayton Leadership Academies - Early Learning Academy students will annually demonstrate a	80%-89% of Dayton Leadership Academies - Early Learning Academy students will annually demonstrate a	79% or fewer of Dayton Leadership Academies - Early Learning Academy students will annually demonstrate a minimum of one

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	minimum of one year of academic growth in math on the NWEA MAP. Metric: NWEA	minimum of one year of academic growth in math on the NWEA MAP. Metric: NWEA	minimum of one year of academic growth in math on the NWEA MAP. Metric: NWEA	year of academic growth in math on the NWEA MAP. Metric: NWEA
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Secondary Academic Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
School Regularly Administers Internal Growth Assessment		Yes	No	
School Met a Majority of Its Internal Goals (Section A.7 of This Contract)		Yes	No	

Financial Measures of Success (Current Year)	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Current Ratio of Assets to Liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one-year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is less than or equal to 0.9
Days Cash	60 or more days cash	Between 30 and 60 days cash	Between 15 and 30 days cash; OR between 30 and 60 days cash AND one-year trend is negative	Fewer than 15 days cash

Current-Year Enrollment Variance ²	Actual enrollment equals or is within 95% of	Actual enrollment is 90%–95% of budgeted	Actual enrollment is 80%–90% of budgeted enrollment in	Actual enrollment is less than 80% of budgeted
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² The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

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	budgeted enrollment in most recent year	enrollment in most recent year	most recent year	enrollment in most recent year
Financial Measures of Success (Prior Years)	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Multi-year Ratio of Assets to Liabilities ³	Ratio is greater than or equal to 1.1 for at least the 2 most recent years	Ratio is between 1.0 and 1.1 for at least the most recent year	Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most previous years out of 3 years	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most previous years out of 3 years
Cash Flow	Cash flow is positive for at least the 2 most recent years	Cash flow is positive for at least 1 of the most recent 2 years	Cash flow is not positive for at least 1 of the most recent 2 years	Cash flow is negative for any 2 consecutive years
Total Margin (TM) and Aggregated 3-Year Total Margin ⁴ (ATTM)	ATTM is positive and the most recent year TM is also positive	ATTM is greater than -1.5%, the trend is positive for the last two years, AND the most recent year TM is positive	ATTM is greater than -1.5%, but trend does not “meet standard”	ATTM is less than or equal to -1.5%; OR the most recent year TM is less than -10%
Operations/ Governance Primary Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Records Compliance ⁵	90% or higher	79%–89%	60%–78%	59% or below
On-Time Records Submission Rate	90% or higher	79%–89%	60%–78%	59% or below
Financial Records Submitted Monthly	90% or higher	79%–89%	60%–78%	59% or below

³ This ratio depicts the relationship between a school’s annual assets and liabilities, covering the last three years.

⁴ “Total margin” measures the deficit or surplus a school yields out of its total revenues; in other words, it measures whether or not the school is living within its available resources. The total margin is important to track, as schools cannot operate at deficits for a sustained period of time without risk of closure. The aggregate three-year total margin is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations. The performance of the school in the most recent year, however, is indicative of the sustainability of the school; thus, the school must have a positive total margin in the most recent year to meet the standard. The total margin is the net income divided by the total revenue. The aggregate total margin is the total three-year net income divided by the total three-year revenues.

⁵ Represents the percentage of records reviewed that were accurate and complete during the school year.

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Annual Audit	Two consecutive years of no findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	No findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	Audit contains three or more of the following: findings, noncompliance citations, questioned costs, material weaknesses, or findings for recovery (less than \$5,000 combined), as set forth in the audit	Audit contains three or more of the following: findings, noncompliance citations, questioned costs, material weaknesses, or findings for recovery (in excess of \$5,000 combined), as set forth in the audit
LEA Special Education Performance Determination (most recent annual) ⁶	Meets requirements	Needs assistance	Needs intervention	Needs substantial intervention
Operations/ Governance Secondary Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
5-Year Forecasts Submitted to ODE by Statutory Deadlines		Yes	No	
Preopening Assurances Documentation		Completed and available 10 days before the first day of school	Not completed 10 days before the first day of school	
Annual Report		Submitted to parents and sponsor by the last day of October	Not submitted to parents and sponsor by the last day of October	
Safety Plan and Blueprint Submitted within the Last 3 Years to the Ohio Attorney General		Yes	No	

⁶ The Individuals with Disabilities Education Improvement Act (IDEIA) requires that state education agencies make annual determinations regarding the performance of special education programs operated by local education agencies (LEAs) that receive federal IDEA Part-B funding. In Ohio, individual charter schools are considered LEAs.

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Family Survey Results	90% or greater overall satisfaction with school	80%–89% overall satisfaction with school	70%–79% overall satisfaction with school	69% or less overall satisfaction with school
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EXHIBIT 5: 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 Academies - Early Learning Academy
1416 W. Riverview Avenue
Dayton, Ohio 45402
IRN number 133454

to begin operations for the 2016–17 academic year.

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

- ___ Certificate of Authority of Nonprofit 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, 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 that issued said violation within a reasonable period of time, the SPONSOR shall revoke this Letter of Approval to

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Operate, and the School shall cease operations until the violations have been satisfactorily corrected and the Letter of Approval has been reissued 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 reissued 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 6: STATEMENT OF ASSURANCES

3314.19 Annual assurances by community school sponsor.

The sponsor of each community school annually shall provide the following assurances in writing to the department of education not later than ten business days prior to the opening of the school:

- (A) That a current copy of the contract between the sponsor and the governing authority of the school entered into under section [3314.03](#) of the Revised Code has been filed with the department and that any subsequent modifications to that contract will be filed with the department;
- (B) That the school has submitted to the sponsor a plan for providing special education and related services to students with disabilities and has demonstrated the capacity to provide those services in accordance with Chapter 3323 of the Revised Code and federal law;
- (C) That the school has a plan and procedures for administering the achievement and diagnostic assessments prescribed by sections [3301.0710](#), [3301.0712](#), and [3301.0715](#) of the Revised Code;
- (D) That school 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 established under section [3301.0714](#) of the Revised Code, in accordance with methods and timelines established under section [3314.17](#) of the Revised Code;
- (E) That all required information about the school has been submitted to the Ohio education directory system or any successor system;
- (F) That the school will enroll at least the minimum number of students required by division (A)(II)(a) of section [3314.03](#) of the Revised Code in the school year for which the assurances are provided;
- (G) That 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;
- (H) That the school's fiscal officer is in compliance with section [3314.011](#) of the Revised Code;
- (I) That the school has complied with sections [3319.39](#) and [3319.391](#) of the Revised Code with respect to all employees and that the school has conducted a criminal records check of each of its governing authority members;
- (J) That the school holds all of the following:
 - (1) Proof of property ownership or a lease for the facilities used by the school;
 - (2) A certificate of occupancy;
 - (3) Liability insurance for the school, as required by division (A)(I)(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;
 - (4) A satisfactory health and safety inspection;
 - (5) A satisfactory fire inspection;
 - (6) A valid food permit, if applicable.
- (K) That the sponsor has conducted a pre-opening site visit to the school for the school year for which the assurances are provided;
- (L) That 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;

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(M) That the school has met all of the sponsor's requirements for opening and any other requirements of the sponsor.

(N) That for any school that operates using the blended learning model as defined in section [3301.079](#) of the Revised Code, the sponsor has reviewed the following information submitted by the school:

- (1) An indication of what blended learning model or models will be used;
- (2) A description of how student instructional needs will be determined and documented;
- (3) The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
- (4) The school's attendance requirements, including how the school will document participation in learning opportunities;
- (5) A statement describing how student progress will be monitored;
- (6) A statement describing how private student data will be protected;
- (7) A description of the professional development activities that will be offered to teachers.

Amended by 131st General Assembly File No. TBD, HB 2, §1, eff. 2/1/2016.

Amended by 129th General Assembly File No. 28, HB 153, §101.01. See act for effective dates.

Amended by 128th General Assembly File No. 9, HB 1, §101.01, eff. 10/16/2009.

Effective Date: 2007 HB119 06-30-2007; 2007 HB190 11-14-2007; 2008 HB428 09-12-2008

EXHIBIT 7: GOVERNING AUTHORITY ROSTER

**Dayton Leadership Academies – Early Learning Academy
Governing Authority**

Name	Role	Term	Address
Ellen Ireland	Chair	To be submitted to Sponsor as set forth in EpiCenter	1416 W. Riverview Avenue Dayton, Ohio 45402
David Greer	Member	To be submitted to Sponsor as set forth in EpiCenter	1416 W. Riverview Avenue Dayton, Ohio 45402
Pamela Ellis, Ph.D.	Member	To be submitted to Sponsor as set forth in EpiCenter	1416 W. Riverview Avenue Dayton, Ohio 45402
Joshua Ward, J.D.	Vice Chair	To be submitted to Sponsor as set forth in EpiCenter	1416 W. Riverview Avenue Dayton, Ohio 45402
Carol Prewitt	Member	To be submitted to Sponsor as set forth in EpiCenter	1416 W. Riverview Avenue Dayton, Ohio 45402
Marc Smith, Ph.D.	Member	To be submitted to Sponsor as set forth in EpiCenter	1416 W. Riverview Avenue Dayton, Ohio 45402

EXHIBIT 8: RELATED PARTY DISCLOSURE FORM

THOMAS B. FORDHAM FOUNDATION RELATED PARTY DISCLOSURE FORM

The Community School will submit this form annually to SPONSOR’s Epicenter system on the date set forth by the SPONSOR.

Ohio Ethics Commission Information Sheet #1 (Restrictions on Nepotism or Hiring Family Members) states:

Ohio Ethics Law and related statutes prohibit an official from:

- Authorizing the employment of a family member; and,
- Using the authority or influence of her public position to secure authorization of the employment of a family member.

An official is prohibited from hiring a family member in any employment position, including a full-time, part-time, temporary, or permanent position, a position in the classified or unclassified civil service, or a non-civil-service position.

In most situations, the Ohio Ethics Law and related statutes do not prohibit family members from being employed by the same public agency, as long as no official has secured a job, or job-related benefits, for her family member.

In addition, Statute⁷ states:

- No present or former member, or immediate relative of a present or former member, of the governing authority of any community school established under this chapter shall be an owner, employee, or consultant of any sponsor or operator of a community school, unless at least one year has elapsed since the conclusion of the person's membership.

I acknowledge that no official at ___[School Name]___ has authorized the employment of any family members. Family members, regardless of where they reside, are defined as the following: spouse, children (whether dependent or not); siblings; parents; grandparents; grandchildren; and any other person related by blood or by marriage and living in the same household.⁸

I disclose that the following parties, either employed by or serving on the Governing Authority of the school, are related. I further disclose their roles as employees or members of the Governing Authority of the Community School.

Related party #1	Role	Related party #2	Role	Employed by Sponsor or	Last date employed

⁷ ORC 3314.02 (E) (4)

⁸ Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

EXHIBIT 9: FACILITIES COST AND FINANCING

A stipulation of which entity owns all community school facilities and property, including but not limited to equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or operator. Any stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.⁹

Dayton Leadership Academies – Early Learning Academy owns all Community School property and leases facilities.

School facilities information must include:¹⁰

- (a) A detailed description of each facility used for instructional purposes;
- (b) The annual costs associated with leasing each facility that are paid by or on behalf of the school;
- (c) The annual mortgage principal and interest payments that are paid by the school; and
- (d) The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.

Information for the facility is noted below. Any contracts related to school facilities are subject to change at the discretion of the school’s Governing Authority. Any lease contract(s) and any updates thereto must be submitted to the sponsor via Epicenter.

Description of Facility	5.8494 acres of real property located at the corner of Riverview Avenue and Paul Lawrence Dunbar Street, in the City of Dayton, Montgomery County, Ohio. Two story educational facility.
Annual Costs	\$11,302 FY 2015
Annual Mortgage Principal and Interest Payments	N/A
Name of Landlord or Lender and Relationship to Operator	Land - Dayton Metropolitan Housing Authority to Alliance Community Schools controlled by Alliance Facilities Management. Facility – Alliance Edison LLC Ohio

⁹ [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

¹⁰ [ORC 3314.03 \(A\) \(9\)](#)

EXHIBIT 10: BLENDED LEARNING REQUIREMENTS

If a school operates using the blended learning model, as defined in [ORC 3301.079](#), include all of the following information.¹¹

- (a) An indication of what blended learning model or models will be used;
- (b) A description of how student instructional needs will be determined and documented;
- (c) The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
- (d) The school's attendance requirements, including how the school will document participation in learning opportunities;
- (e) A statement describing how student progress will be monitored;
- (f) A statement describing how private student data will be protected;
- (g) A description of the professional development activities that will be offered to teachers.

Dayton Leadership Academies – Early Learning Academy does not operate using the blended learning model as defined in ORC 3301.079.

¹¹ [ORC 3314.03 \(A\) \(29\)](#)