

RENEWAL CONTRACT

**The Community School Contract entered into by the
Governing Authority of DAYTON LEADERSHIP
ACADEMIES – DAYTON VIEW
and the Thomas B. Fordham Foundation**

Dated as of July 1, 2021

COMMUNITY SCHOOL CONTRACT**TABLE OF CONTENTS**

<u>Contract section</u>	<u>Page number</u>
<u>Article I.</u> Purpose	3
<u>Article II.</u> Term	4
<u>Article III.</u> Responsibilities of the GOVERNING AUTHORITY	5
<u>Article IV.</u> Responsibilities of the SPONSOR	16
<u>Article V.</u> Compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Improvement Act of 2004	17
<u>Article VI.</u> School Facilities and Property; Site Visits	18
<u>Article VII.</u> Letter of Approval to Operate	18
<u>Article VIII.</u> Probationary Status	19
<u>Article IX.</u> Suspension of Operation	20
<u>Article X.</u> Expiration/Termination of Contract	23
<u>Article XI.</u> Contract-Termination Contingencies	24
<u>Article XII.</u> Governing Law	25
<u>Article XIII.</u> Limitation on Liability/Disclaimer of Liability/Covenant against Suit	26
<u>Article XIV.</u> Assignment	26
<u>Article XV.</u> Amendments or Modifications	27
<u>Article XVI.</u> Severability	27
<u>Article XVII.</u> Every Student Succeeds Act	27
<u>Article XVIII.</u> Dispute-Resolution Procedure	27
<u>Article XIX.</u> Discrimination Policy	28
<u>Article XX.</u> Entire Agreement	28
<u>Article XXI.</u> Notice	29
<u>Article XXII.</u> Nonwaiver	30
<u>Article XXIII.</u> Force Majeure	30
<u>Article XXIV.</u> No Third-Party Rights	30
<u>Article XXV.</u> Nonagency	30
<u>Article XXVI.</u> Statement of Assurances for Start-Up Schools	31
<u>Exhibit 1.</u> Education Plan	32
<u>Exhibit 2.</u> Financial Plan	48
<u>Exhibit 3.</u> Governance Plan	50
<u>Exhibit 4.</u> Academic and Organizational Accountability Plan	60
<u>Exhibit 5.</u> Letter of Approval to Operate	64
<u>Exhibit 6.</u> Statement of Assurances for Start-Up Schools	66
<u>Exhibit 7.</u> Roster of Governing Authority	68
<u>Exhibit 8.</u> Related-Party Disclosure Form	69
<u>Exhibit 9.</u> Facilities Addendum	71
<u>Exhibit 10.</u> Blended-Learning Requirements	72

COMMUNITY SCHOOL CONTRACT**COMMUNITY SCHOOL CONTRACT
DAYTON LEADERSHIP ACADEMIES – DAYTON VIEW**

This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective July 1, 2021, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of DAYTON LEADERSHIP ACADEMIES – DAYTON VIEW, located at 1416 W Riverview Ave, Dayton, OH 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 Code. Such school shall be a public school, independent of the Dayton Public Schools District and 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 grades or age-equivalent grade levels Kindergarten through eighth.

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: “SCHOOL is sponsored by the Thomas B. Fordham Foundation.”

COMMUNITY SCHOOL CONTRACT**Article II. Term**

The term of this Contract shall be for a period of one year commencing July 1, 2021, and ending June 30, 2022 (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 compliance with the above listed conditions of renewal, as well as fidelity to Exhibit 1 (Education Plan) and the school’s performance against the requirements of Exhibit 4 (Academic and Organizational Accountability Plan). If the SPONSOR renews the Contract, the GOVERNING AUTHORITY acknowledges that the renewal will incorporate alternative metrics in the event that the familiar ones cannot be obtained.

The renewal or nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of nonrenewal 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 nonrenewal 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 Contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a Renewal Application.

COMMUNITY SCHOOL CONTRACT

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; and 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 (\$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)

COMMUNITY SCHOOL CONTRACT

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, nonrenewal, 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 the Thomas B. Fordham Foundation, 110 West Second Street, Suite 410, Dayton, OH 45402, Attn: Vice President for Sponsorship, and to Thomas A. Holton/Tami Kirby, 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 GOVERNING AUTHORITY, Community School, and its faculty, students, patrons, employees, guests, or agents; (ii) any act or omission to act, whether negligent, willful, wrongful, or otherwise, by the GOVERNING AUTHORITY, Community School, and 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, and its faculty, officers, students, patrons, employees, subcontractors, guests, or agents and/or any breach, default, violation, or nonperformance 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.

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,

COMMUNITY SCHOOL CONTRACT

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 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 noncertified persons to teach up to twelve (12) hours or forty 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.

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 seventy-two (72) 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

COMMUNITY SCHOOL CONTRACT

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, 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, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 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, 3313.668, 3313.669, 3313.6610, 3313.818, 3320.01, 3320.02, 3320.03, 3321.141, 3313.6024, 3313.6025, 3319.077, 3319.078, 3323.251, 5502.262, 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 will 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 are 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.

In accordance with Code Section 3314.03(A)(31), if the GOVERNING AUTHORITY contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the GOVERNING AUTHORITY and any other operator of the Community School with which the Community School has contracted.

COMMUNITY SCHOOL CONTRACT

In accordance with Code Section 3314.03(A)(32), the GOVERNING AUTHORITY shall adopt an enrollment and attendance policy that requires the parents of the students enrolled at the Community School to notify the Community School when there is a change in the location of the parent's or student's primary residence.

In accordance with Code Section 3314.03(A)(33), the GOVERNING AUTHORITY shall adopt a student residence and address verification policy for students enrolling in or attending the Community School.

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 nonvoting 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-Party 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

COMMUNITY SCHOOL CONTRACT

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.

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.

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 tenth (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 full-time enrollment (FTE) number from the Community School Settlement statement and will be the sum of 2 percent from a school’s total state support for the first three hundred (300) FTEs and 1.5 percent 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, or at least two schools sponsored by the Fordham Foundation have a contract with the same operator, 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.

Should any of the following events occur, the sponsorship fee for the school at which the event occurred will increase to 2 percent for all FTEs and for the remainder of the school year and that school will be removed from the Total Fee calculation for the remainder of the school year:

1. Two consecutive audits demonstrate noncompliance, deficiencies, material weaknesses, or any other material findings;
2. Site-visit-records compliance or Epicenter compliance (accurate/complete and on time) falls below 79 percent for the year in any one category of records reviewed; or
3. 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 thirty (30) days after they become due will accrue interest as follows: thirty to sixty (30–60) days will accrue 4 percent on any outstanding principal balance; sixty-one to ninety (61–90) days will accrue 6 percent on any outstanding principal balance; and ninety or more (90+) days will accrue 8 percent 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 the total state foundation payment are the state formula amount, disadvantaged-pupil impact aid (DPIA), parity aid, and special education.

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, 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 Code or any rules of the State Board of Education; 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

COMMUNITY SCHOOL CONTRACT

student's ability to demonstrate 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 update Exhibit 10 annually, 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.

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.

COMMUNITY SCHOOL CONTRACT

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 cash flow 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 30.

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

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

C. Governance 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 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 the following relatives, regardless of where they reside: (1) spouse, (2) children, (3) siblings, (4) parents, (5) grandparents, and (6) grandchildren; any other person related by blood or by marriage and living in the same household; or any 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 nondiscrimination 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 of students who reside outside the district and/or the state in which the Community School is located. The policy shall comply with the admissions procedures as specified in Sections 3314.06 and

COMMUNITY SCHOOL CONTRACT

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, that 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 nonteaching 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, which states that said employment shall be subject to either Chapter 3307 or Chapter 3309 of the Code, whichever is applicable, and that 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 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 Every Student Succeeds Act (“ESSA”) and any amendments or reauthorization thereof and the state’s plan to comply with ESSA. The GOVERNING AUTHORITY will provide the SPONSOR with a written description of all actions it has taken to comply with applicable ESSA 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.

COMMUNITY SCHOOL CONTRACT

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.

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, and so forth) offered by the SPONSOR or any affiliate of the SPONSOR.

In accordance with Code Section 3314.02(E)(2)(c), the SPONSOR will verify annually that a finding for recovery has not been issued by the state auditor against individuals who propose to create a community school or any member of a governing authority, operator, or any employee of each community school with the responsibility for fiscal operations or authorization to expend money on behalf of the 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,
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 and appropriate public education to such qualified handicapped person.

COMMUNITY SCHOOL CONTRACT

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

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

Article VI. 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 operator, 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 personal 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, as well as 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.

COMMUNITY SCHOOL CONTRACT

Once classes begin, the Community School may continue to hold classes for students until such time that its Certificate of Occupancy, 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's violation of 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 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, then 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.

COMMUNITY SCHOOL CONTRACT

Except in cases determined by the SPONSOR, in its discretion, to be of such an extreme nature so as to require immediate remedy (for example, 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.

COMMUNITY SCHOOL CONTRACT**A. Health and Safety:**

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

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

COMMUNITY SCHOOL CONTRACT

proposal to remedy the conditions cited as reasons for the suspension. The SPONSOR shall promptly review any proposed remedy submitted in a timely manner by the GOVERNING AUTHORITY and either approve or disapprove the proposed remedy.

If the SPONSOR disapproves the remedy proposed by the GOVERNING AUTHORITY, 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 provide in a timely manner 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 January 15 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 50 percent 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;
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

COMMUNITY SCHOOL CONTRACT

affirming or rescinding the decision to terminate the Contract. The expiration, termination, or nonrenewal 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.

The SPONSOR acknowledges its obligation to oversee community school closure, the details of which are set forth in the Sponsor’s community-school-closure policy.

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

COMMUNITY SCHOOL CONTRACT

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 that 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 guidance 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 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.

COMMUNITY SCHOOL CONTRACT**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 or 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, subcontractors, 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 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

COMMUNITY SCHOOL CONTRACT

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. Every Student Succeeds Act

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 ESSA 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; and
- 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 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.

COMMUNITY SCHOOL 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 and 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 – DAYTON VIEW
1416 W Riverview Ave
Dayton, OH 45402
Attn. Governing Board Chairperson

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
130 West Second Street, Suite 410
Dayton, Ohio 45402
Attn. Kathryn Mullen Upton

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

COMMUNITY SCHOOL CONTRACT**Article XXII. Nonwaiver**

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 that 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. Nonagency

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.

COMMUNITY SCHOOL CONTRACT

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
President

DATE: 6/18/2021

**THE GOVERNING AUTHORITY OF
DAYTON LEADERSHIP ACADEMIES –
DAYTON VIEW**

BY: 

Governing Board Representative

DATE: 6/28/2021

Exhibit 1. Education Plan

A.1 Mission, A.1.1 Vision, and A.1.2 Educational Philosophy

Mission

Dayton Leadership Academies challenges students to thrive and become leaders for today and tomorrow through a culture of joy and unwavering support based upon personalized goals, challenging academics, and partnerships with family and community.

Vision

Each child will excel in high school, college, and careers by students, parents, and teachers working hard together.

Educational Philosophy

Dayton Leadership Academies–Dayton View (DLA) has four school priorities: (1) academic proficiency and growth; (2) invest in teachers; (3) engage with families; and (4) school culture of joy and achievement. Our school model is based on (1) rigorous academics; (2) differentiated, data-driven instruction; and (3) social-emotional development.

A.2 Geographic Boundaries

DLA attracts students in grades Kindergarten through eighth grade who primarily live in the Dayton Public School District, Trotwood-Madison City District, and Jefferson Township Local, though some students also come to us from the Northmont City District, Northridge Local District, Mad River Local District, Kettering 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 ELA, science, and social studies instruction in grades K–2. Expeditionary Learning the primary curricular resource for ELA in grades 3–8. In addition, students in grades 3–8 who require tier three support receive intensive intervention for thirty minutes per day through the Leveled Literacy Intervention System (LLI). Eureka Math is the primary curricular resource for math instruction in grades K–5, and Connected Math is the primary curricular resource for grades 6–8. For science instruction, grades 3–8 use Science Fusion. For social studies instruction, grades 3–5 use Social Studies Alive! and grades 6–8 use History Alive!.

English Language Arts

DLA works year-round to attract and retain parents and students in order to achieve our mission and vision by building relationships, monthly family engagement events, an active Parent Advisory Council, positive customer service, and an extensive and strategic recruitment and enrollment campaign.

The school serves students in grades K–8 who want to be a part of our relentless pursuit of excellence. Parents, students, and staff sign a family compact that indicates their collective commitment to the school model and expectations.

Core Knowledge Language Arts – CKLA

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 in which they have been engaged since preschool. CKLA for grades K–2 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 have additional time to build the knowledge, language, and vocabulary that are essential for strong comprehension.

Expeditionary Learning – EL

EL curriculum makes standards come alive for students by connecting learning to real-world issues and needs. Academically rigorous, project-based learning expeditions, case studies, projects, fieldwork, and service learning inspire students to think and work as professionals, contributing high-quality work to authentic audiences beyond the classroom.

Leveled Literacy Intervention System – LLI

LLI is for students receiving tier-three intervention and consists of the following:

- A 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

Eureka Math (used in grades K–5) includes curriculum modules that are designed to have an in-depth focus on fewer topics. They integrate the CCSS’s 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.

Connected Math Project (CMP) is used in grades 6–8. CMP is a full math curriculum for middle school grades 6–8. It is problem centered, designed for classroom use, and based on NCTM standards. The program seeks to make connections within mathematics, between mathematics and other subject areas, and to the real world. Each unit of the curriculum contains investigations or explorations to be done in class. Then, extensive problem sets are included for each investigation to help students practice, apply, connect, and extend these understandings. In addition to Eureka and CMP, teachers also use the model curriculum from ODE for grades 5-8.

Science and Social Studies

ScienceFusion offers two complete curricula supported by online resources for planning, instruction, and assessment. With two different learning paths (one print and one digital) and distinct content approaches for each lesson, teachers have twice the instructional power and student engagement is maximized.

TCI’s online Social Studies Alive! and History Alive! programs transform social studies class into a multifaceted learning experience. TCI lessons start with a big idea—an Essential Question—and incorporate graphic notetaking, groupwork, and step-by-step discovery. Students are the center of instruction that taps a variety of learning styles, allowing students of all abilities to learn and succeed. 6th-8th grade social studies includes Teaching Tolerance as a curriculum supplement and the model curriculum from ODE.

Grades K–2 use the CKLA curriculum for science and social studies, in addition to ELA. The curriculum explores various topics, and teachers are able to integrate science and social studies learning into their ELA lessons.

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.

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

DLA works year-round to attract and retain parents and students in order to achieve our mission and vision by building relationships, monthly family engagement events, an active Parent Advisory Council, positive customer service, and an extensive and strategic recruitment and enrollment campaign. The school serves students in grades K–8 who want to be a part of our relentless pursuit of excellence. Parents, students, and staff sign a family compact that indicates their collective commitment to the school model and expectations.

A.5 School Calendar and Daily Schedule

It is within the discretion of the school to make changes to the school’s daily schedule and calendar. 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 3:15 p.m., with twenty minutes designated for lunch. Students are in session 178 days, bringing instructional time for the traditional calendar to 73,860 minutes (1,231 hours) annually. The daily schedule allows for fifty minutes of physical education, music class, and art class for all students one to two times a week. 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 instruction time so that teachers can provide direct instruction and opportunities for differentiated instruction daily.

A.6 Special Student Populations

Special Education

Special education is an integral part of DLA. 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 students who do not have disabilities. 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 i-Ready reading and math diagnostic data, which are utilized to track student gains closely 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

Consultation consists of 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 Instruction

Direct instruction consists of the 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

Support consists of the 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

Related services consist of 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 and specialist support, and transportation.

Intervention Assistance Team and Positive Behavioral Intervention and Supports

DLA is dedicated to ensuring that all students achieve grade-level proficiency and demonstrate grade-level behavioral expectations through Response to Intervention. DLA 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 grade level, along with the assistant principal and school psychologist. The IAT supports teachers in creating and monitoring intervention plans.

DLA 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 PBIS Coach. This team analyzes school-wide social-emotional learning data and behavior data to target skills that require school-wide and/or class-wide interventions. The PBIS team also incorporates incentives for positive behaviors displayed throughout the school.

Gifted Students

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 assistant principal and school psychologist, utilizing a standardized assessment that has been approved by the Ohio Department of Education (ODE) 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 State Test are also provided with enrichment through Renzulli Learning.

Homeless Students

DLA 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; and
- Not be denied enrollment based on lack of proof of residency.

The Family and Community Engagement Coordinator 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

School-Specific Goals and Objectives

Five strategic goals are identified:

1. Maximize each child's academic success for high school, college, and careers
2. Teach and reinforce a culture based on the core values
3. Maximize partnerships for comprehensive student and family support
4. Recruit and retain parents and students who are engaged in the success of our school
5. Attract, develop, and retain excellent, mission-aligned teachers and staff

Specific school-wide goals are as follows.

1. Maximize each child's academic success for high school, college, and careers

Academic Goals for Grades K–2

- Of the K–2 students enrolled, 80 percent will score “on track” in the forty-fifth percentile in reading by the end of year, as measured by the aimswebPLUS diagnostic
- Of the K–2 students enrolled, 80 percent will be reading on grade level by the end of year, based on F&P Benchmark Assessment
- Of the K–2 students enrolled, 80 percent will score on grade level in math by the end of year on i-Ready diagnostic

Academic Goals for Grades 3–8

- Third- through eighth-grade students will increase proficiency by 25 percent in reading and math by the end of year on Ohio state tests.
- Of the fourth- through eighth-grade students enrolled, 25 percent will improve one performance level in reading and math by the end of year on Ohio state tests, as compared to the previous year
- Of the tier-three students enrolled in fourth- through eighth-grades, 75 percent will improve one performance level in reading and math by the end of year on Ohio state tests, as compared to the previous year
- Of the third-grade students enrolled who are required to meet TGRG, 100 percent will be promoted to fourth grade, with at least 60 percent of students being promoted by meeting the state test cut score

2. Teach and reinforce a culture based on the core values

- Achieve 94.5 percent average daily student attendance for the year
- Reduce number of K–2 suspensions and days suspended by 50 percent from previous year
- Reduce number of male suspensions and days suspended by 25 percent from previous year
- Of students enrolled, 80 percent will agree/strongly agree with the statement, “I am happy to come to school every day” on the second- and eighth-grade student satisfaction survey administered midyear.

3. Maximize partnerships for comprehensive student and family support

- Of the building and community partners, 100 percent will agree that we met or exceeded the services outlined in our partnership agreements by the end of the year
- Of the building and community partners, 100 percent will want to renew their partnership for the next year

4. Recruit and retain parents and students who are engaged in the success of our school

- Family survey results will show 85 percent overall satisfaction with school
- By August 1st, 95 percent of students will be reenrolled for the next school year
- By September 15th, DLA will be 98 percent enrolled for the school year
- Achieve an average of 90 percent family participation in quarterly parent-teacher conferences

5. Attract, develop, and retain excellent mission-aligned teachers and staff

- Of the known instructional positions, 100 percent will be filled by July 1st
- Of teachers rated skilled or higher on EOY evaluation, 80 percent will return for the next school year
- Of the staff, 85 percent will agree/strongly agree with the statement, “I am proud to tell others that I work at DLA” on the midyear staff survey

A.8 School Climate and Discipline

Positive School Culture

DLA implements a PBIS framework, which is a broad range of systemic and individualized strategies for achieving important social and learning outcomes in school communities while preventing problem behavior. The key attributes of PBIS include preventive activities, data-based decision making, and a problem-solving orientation. PBIS achieves increased academic performance, reduced challenging behaviors, and improved social-emotional competence. Students feel a sense of belonging and community.

Within its PBIS framework, DLA is committed to implementing four principles of school culture: supportive relationships, proactive supports for students, restorative practices, and social emotional learning in order to promote positive school culture, academic success, decrease behavioral issues, and engage families in the DLA community. DLA implements the four principles in each of the three tiers of the PBIS framework in order to support all students’ needs so they can do their very best in school and beyond.

Healthy, supportive relationships are the cornerstone of DLA’s school culture and make the school a place of joy, excitement, and engagement. Developing lifelong relationships is a core universal support within DLA’s PBIS framework. All staff members are committed to knowing each student as an individual and work to build life-altering relationships in order to invest students in achieving their very best. Students need to know that they are loved and wanted.

DLA’s PBIS framework provides a natural foundation for social emotional learning. The key components of PBIS (systems to ensure implementation, data-driven decision-making, evidence-based practices, and progress monitoring of outcomes) provide a solid structure that can support the planning and implementation of social-emotional learning programs and practices.

Social-emotional learning is the process through which children and adults acquire and effectively apply the knowledge, attitudes, and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions. Research demonstrates that students who receive support for social and emotional learning in schools do better academically, socially, and behaviorally. Through the PBIS framework, DLA outlines consistent behavior expectations for all school environments. Social-emotional learning provides students the skills needed to meet the behavior expectations.

At DLA, teachers utilize positive, proactive supports to communicate and reinforce school-wide and classroom expectations. DLA's PBIS framework includes teaching behaviors proactively with skills taught explicitly and time for repeated practice. Because behavior is a work in progress, teachers focus on reteaching and practice to develop behaviors. The mindset shift is from punishment to teaching and learning expected behaviors.

Restorative practices build healthy relationships between educators and students; reduce, prevent, and improve harmful behavior; restore positive relationships; resolve conflict; and hold individuals and groups accountable.

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

All members of our school community take steps to support a student's inappropriate behavior, remedy any harm caused, and prevent the same inappropriate behavior from recurring. In instances of students failing to meet the standards of behavior that promote a positive and safe learning environment, staff utilize the following steps: redirect, intervene, investigate, ensure due process, assign interventions/consequences, and restore relationships.

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 DLA 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 Dean of Students and other student support team (SST) members may also advise on the situation. If the situation is deemed serious enough, parents/guardians will be contacted immediately.

All incidents of inappropriate behavior will be documented in the Educators Handbook. The Educators Handbook is DLA's online behavior tracking system. By state regulation, these documents will be kept online as long as the students attend DLA. The tracking of behavior is important in monitoring children because of the impact of behavior on academic performance.

DLA 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 the following:

- Temporary placement in a restorative classroom
- Temporary placement in the lead teacher's classroom
- Temporary placement with counselor or intervention staff
- Temporary placement with a member of the administrative team
- Out-of-school suspension
- Emergency placement in an alternative school, to be used if the misconduct presents a serious and credible threat of harm to the students of the wider DLA 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 DLA, there is zero tolerance for the following:

- Assault on another person that causes serious bodily injury
- Possession of drugs, alcohol, matches, cigarettes, lighters, or other paraphernalia
- Possession of weapons, including firearms and knives

A.9 Assessments and Intervention

Formative Assessments

Formative assessments are used to gauge a student's mastery or progress toward mastery of a given topic or skill in order to adjust instruction to meet students' needs. Students may be given the opportunity to retake a formative assessment in order to demonstrate improvement or determine if further intervention is needed. Performance on formative assessments will be factored into a student's progress report/report card grade.

Exit Tickets (grades K–2 reading and math and grades 3–8 all subjects)

Teachers use daily exit tickets at the end of a lesson to check for understanding and to inform their instruction. Exit tickets can come from the curriculum or be teacher created and typically range from three to five questions.

Biweekly Assessments (grades K–2 reading and math and grades 3–8 all subjects)

Teachers use tests every other week to check for understanding, to determine what students learned and recall, and to inform their instruction. These tests are taken on the Edulastic platform.

i-Ready Diagnostic (grades K–8 reading and math)

These computerized tests are given three times a year: at the very beginning of the year, in the middle of the year, and at the end of the year. These tests are adaptive, meaning that students answer questions that are exactly on their level. We use the results to know how our students are

performing in comparison to students all over the country and to pinpoint specific skills and concepts with which students may need extra help. We also use the results to measure our progress as a school.

aimswebPlus (grades K–2 reading)

The aimswebPlus system screens and monitors the reading skills of K–2 students. With its robust set of standards-aligned measures, aimswebPlus is proven to uncover learning gaps quickly, identify at-risk students, and assess individual and classroom growth.

Each of these assessments were chosen based on the recommendation or requirement of ODE.

Summative Assessments

Summative assessments are used to assess students' overall progress toward grade-level material and will be factored in their progress report/report card grade.

Unit Assessments (grades K–2 reading and math and grades 3–8 all subjects)

All of our students will take standards-based unit assessments at the end of each unit of study. Third- through eighth-grade math and ELA unit assessments are created by DLA and made available in the Edulastic platform.

Quarterly Exams (grades 3–8 all subjects)

All of our third- through eighth-grade students will complete quarterly exams in math and reading, science in fifth, seventh, and eighth grades, and social studies in seventh and eighth grades. These assessments will be a compilation of all the material covered in that quarter or up until the last unit assessment. Quarterly assessments are created by the DLA academic team and made available in the Edulastic platform.

Fontas and Pinnell (F&P) Benchmark Reading Assessment (grades K–8)

All students will be administered the F&P reading assessment two to three times a year. The F&P assessment measures reading foundations, fluency, comprehension, and independence. Student reading levels are determined by the assessment.

Ohio State Tests (grades 3–8 reading and math, grades 4 and 6 social studies, grades 5 and 8 science)

This end-of-year test is given to all public school students across the state of Ohio. It is a timed multiple-choice and short-answer assessment. It is used to measure students' skills and progress toward mastery of grade-level standards. We use the results to plan academic supports and programs for students the following year and to measure our success as a school.

A.10 Return and Recovery Plan

Identifying Academic Needs

Spring 2021	<p>To identify which students have been most impacted by the pandemic in terms of their learning process, DLA will</p> <ul style="list-style-type: none"> • Analyze midyear reading and math data (i-Ready and aimswebPLUS diagnostics); • Analyze standards mastery on biweekly and quarterly exams; • Administer end-of-year reading and math assessments (i-Ready and aimswebPLUS diagnostics); • Monitor grades and work completion for remote-only students; and • Use data and teacher records to determine which students are required to attend summer school. <p>These strategies for data-driven instruction are directly aligned to our School Improvement plan and Reading Improvement plan.</p>
Summer 2021	<p>To identify which students have been most impacted by the pandemic in terms of their learning process, DLA will</p> <ul style="list-style-type: none"> • Conduct classroom walk-throughs daily during summer school; • Analyze item reports from Ohio state tests; and • Rework curriculum maps to account for skill and master gaps.
2021–22	<p>To identify which students have been most impacted by the pandemic in terms of their learning process, DLA will</p> <ul style="list-style-type: none"> • Administer reading and math growth assessments (i-Ready and aimswebPLUS diagnostics) and analyze results; • Administer standards mastery on biweekly and quarterly exams and analyze results; • Use data and teacher records to determine which students are required to attend after-school tutoring; and • Use data and teacher records to determine which students are required to attend the spring break intervention program. <p>These strategies for data-driven instruction are directly aligned to our School Improvement plan and Reading Improvement plan.</p>
2022–23	<p>To identify which students have been most impacted by the pandemic in terms of their learning process, DLA will</p> <ul style="list-style-type: none"> • Administer reading and math growth assessments (i-Ready and aimswebPLUS diagnostics) and analyze results; • Administer standards mastery on biweekly and quarterly exams and analyze results;

COMMUNITY SCHOOL CONTRACT

	<ul style="list-style-type: none"> • Use data and teacher records to determine which students are required to attend after-school tutoring; and • Use data and teacher records to determine which students are required to attend the spring break intervention program
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Approaches to Addressing Academic Gap Filling

Spring 2021	<p>To address the academic gaps identified, DLA will</p> <ul style="list-style-type: none"> • Implement a blended-learning model with remote-only students joining classes synchronously; • Provide targeted skills instruction in small groups both in person and online for remote-only students; • Utilize <i>Ready</i> instruction from Curriculum Associates online for individualized lessons; and • Promote daily reading in class and after school. <p>These strategies for data-driven, differentiated instruction are directly aligned to our School Improvement plan and Reading Improvement plan.</p>
Summer 2021	<p>To address the academic gaps identified, DLA will</p> <ul style="list-style-type: none"> • Offer a four-week summer-school program from 9:00 a.m. to 2:00 p.m. to provide an additional one hundred hours of instruction for grades K–7; • Partner with Dayton Metro Library to promote summer reading; • Hire a part-time after-school tutoring coordinator to start August 2021; and • Revise curriculum maps to incorporate more culturally relevant texts and add more high-interest, culturally relevant books to classroom libraries.
2021–22	<p>To address the academic gaps identified, DLA will</p> <ul style="list-style-type: none"> • Provide targeted skills instruction in small groups; • Utilize <i>Ready</i> instruction from Curriculum Associates online for individualized lessons; • Provide after-school tutoring four days per week/sixteen hours per month; • Partner with local churches to provide transportation from after-school tutoring; • Provide additional tutoring and test prep during the spring break intervention program; and • Develop student success plans during SST meetings as part of the multitiered system of support (MTSS) process. <p>These strategies for data-driven, differentiated instruction are directly aligned to our School Improvement plan and Reading Improvement plan.</p>

COMMUNITY SCHOOL CONTRACT

2022–23	<p>To address the academic gaps identified, DLA will</p> <ul style="list-style-type: none"> • Provide targeted skills instruction in small groups; • Utilize <i>Ready</i> instruction from Curriculum Associates online for individualized lessons; • Provide after-school tutoring four days per week/sixteen hours per month; • Partner with local churches to provide transportation from after-school tutoring; • Provide additional tutoring and test prep during the spring break intervention program; and • Develop student success plans during SST meetings as part of the MTSS process.
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Approaches to Identifying Social and Emotional Needs

Spring 2021	<p>To identify which students have been most impacted by the pandemic in terms of social-emotional needs, DLA will</p> <ul style="list-style-type: none"> • Administer the Devereux Student Strengths Assessment (DESSA) at the beginning of the fourth quarter; • Conduct monthly SST meetings as part of the MTSS process; • Direct the school psychologist from Mont Co ESC to conduct evaluations; and • Analyze behavior write-ups in the Educators Handbook on a weekly basis. <p>These strategies for PBIS and social-emotional learning to decrease suspensions are directly aligned to our School Improvement plan.</p>
Summer 2021	<p>To identify which students have been most impacted by the pandemic in terms of social/emotional needs, during summer school, DLA will</p> <ul style="list-style-type: none"> • Observe student behavior in class and • Analyze behavior write-ups in the Educators Handbook on a weekly basis.
2021–22	<p>To identify which students have been most impacted by the pandemic in terms of social/emotional needs, DLA will</p> <ul style="list-style-type: none"> • Administer the DESSA three times per year; • Administer the Panorama student survey twice per year • Conduct monthly SST meetings as part of the MTSS process; • Direct the school psychologist from Mont Co ESC to conduct evaluations; and • Analyze behavior write-ups in the Educators Handbook on a weekly basis. <p>These strategies for PBIS and social-emotional learning to decrease suspensions are directly aligned to our School Improvement plan.</p>

COMMUNITY SCHOOL CONTRACT

2022–23	<p>To identify which students have been most impacted by the pandemic in terms of social/emotional needs, DLA will</p> <ul style="list-style-type: none"> • Administer the DESSA three times per year; • Administer the Panorama student survey twice per year; • Conduct monthly SST meetings as part of the MTSS process; • Direct the school psychologist from Mont Co ESC to conduct evaluations; and • Analyze behavior write-ups in the Educators Handbook on a weekly basis.
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Approaches to Addressing Social and Emotional Needs

Spring 2021	<p>To address social and emotional needs identified, DLA will</p> <ul style="list-style-type: none"> • Teach lessons from Second Step curriculum and Teaching Tolerance weekly; • Partner with Eastway Behavioral Health to provide on-site counseling on a daily basis; • Partner with Samaritan Behavioral Health to administer the Signs of Suicide (SOS) program in grades 6–8 in March; • Partner with the National Conference for Community and Justice of Greater Dayton (NCCJ) to implement the “Change in the Middle” program in March; and • Assign staff members as mentors for remote-only students to check in on their well-being and support them with assignments. <p>These strategies for PBIS and social-emotional learning to decrease suspensions are directly aligned to our School Improvement plan.</p>
Summer 2021	<p>To address social and emotional needs identified, DLA will</p> <ul style="list-style-type: none"> • Teach lessons from Second Step curriculum and Teaching Tolerance during summer school that target the social-emotional skills in greatest need based on the DESSA assessment results; • Partner with Eastway Behavioral Health to provide on-site counseling on a daily basis during summer school; • Confirm partnership agreements with local agencies to implement programs in 2021–22; and • Revise curriculum maps to incorporate more culturally relevant texts and add more high-interest, culturally relevant books to classroom libraries.
2021–22	<p>To address social and emotional needs identified, DLA will</p> <ul style="list-style-type: none"> • Teach lessons from Second Step curriculum and Teaching Tolerance weekly; • Partner with Thrive Therapeutics to provide on-site counseling on a daily basis; • Implement Leader in Me curriculum in grades K–2;

COMMUNITY SCHOOL CONTRACT

	<ul style="list-style-type: none"> • Partner with Samaritan Behavioral Health to train teachers to implement Second Step curriculum; • Partner with local mentors to implement Rites of Passage program with all fourth and fifth graders; • Partner with the NCCJ to implement the “Change in the Middle” program in September; and • Partner with Samaritan Behavioral Health to administer the SOS program in grades 6–8 in October. <p>These strategies for PBIS and social-emotional learning to decrease suspensions are directly aligned to our School Improvement plan.</p>
2022–23	<p>To address social and emotional needs identified, DLA will</p> <ul style="list-style-type: none"> • Teach lessons from Second Step curriculum and Teaching Tolerance weekly; • Partner with Thrive Therapeutics to provide on-site counseling on a daily basis; • Implement Leader in Me curriculum in grades 3–5; • Partner with local mentors to implement Rites of Passage program with all fourth and fifth graders; • Implement leadership course with focus on community service and peer mediation in grades 7–8; • Partner with the NCCJ to implement the “Change in the Middle” program in September; and • Partner with Samaritan Behavioral Health to administer the SOS program in grades 6–8 in October.

Exhibit 2. Financial Plan

B.1 Budget Summary

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

B.2 Financial Management

The finances of Dayton Leadership Academies–Dayton View (DLA) are carefully managed by the treasurer, school principal, board of trustees, and 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 principal and treasurer prepare the CCIP application based on information that is created through the OIP. 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 for both obligations and disbursement. Expenditures are considered during the budgetary process, a majority of which are designated to staff salaries/benefits, followed closely by set asides. The board finance committee reviews and recommends for approval the CCIP application and budget and presents it to the DLA board of directors for approval. The director of operations serves as the purchasing agent, following the guidelines set forth by the board's purchasing policy. All expenditures and purchases are approved by the principal and treasurer. The treasurer's staff codes the purchase orders and enters them into the accounting system. The bookkeeper codes all invoices into the MDECA accounting system and submits them to the principal 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 by reference herein.

B.3 Transportation, Food Service, and Other Partnerships

Transportation

Transportation is provided by area school districts. Because of the barriers that families often face, DLA may also contract with private providers.

Food Services

DLA contracts with a private provider for food services. The school ensures that Federal Nutritional Guidelines are followed.

B.4 Insurance

DLA works with an 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 nonowned auto liability
- Umbrella liability
- Directors and officers liability
- Employee practices liability
- Ohio employers liability
- Cyber liability

Benefits

DLA benefits include, but may not be limited to, health insurance and retirement.

Exhibit 3. Governance Plan

C.1 Governing Body

The Alliance Community Schools Board (ACS), d/b/a Dayton Leadership Academies, is charged with oversight of the operation of Dayton Leadership Academies (DLA). 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 principal, 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 finance, audit, and governance committee of the board. Upon recommendation of new board members to the current members of the board, a vote commences to elect board members formally. 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 or her last term.

There shall be nonvoting *ex officio* board members who are not counted in determining the quorum. These *ex officio* members shall include the following:

- Principal of the school
- Treasurer
- Assistant principal
- Director of operations
- Dean of students or other administrative team member
- President of the Parent Advisory Council (PAC)

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 January of each year. The officers shall constitute the executive committee of the board members, including but not limited to the following:

- Chairperson
- Vice chair
- Secretary
- Treasurer

Officers may be reelected annually for terms that may not exceed their terms of office as directors. 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 the following:

COMMUNITY SCHOOL CONTRACT

- Finance, audit, and governance committee
- Academic committee
- School culture committee

These standing committees shall composed of board members and school administrators.

C.2 Governing Board Composition

The board roster is included in 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, financial records, payroll-related records, reports, and other. The principal or his/her 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

To achieve our talent and human resource goals, DLA has developed a yearlong talent plan. To determine the best placement for teachers and administration, the factors we consider are

- Fit with our mission and vision qualifications—degrees, certification, and experience with similar population;
- Evidence of our team core values—unwavering belief in students, passion for excellence, respect for others in the community, and collaboration and teamwork; and
- Prior experience and training—grade levels, content areas, type of population, and knowledge and use of instructional practices and assessments.

To address hiring needs, each year we

- Establish partnerships with local universities;
- Attend education interview days;
- Partner with Teach For America to hire corps members and alumni;
- Create an employee referral bonus program; and
- Develop an internal pipeline of classroom teachers via instructional aids and building substitute teachers.

To retain staff, especially skilled-rated teachers, each year we

- Assign a new teacher mentor to support teachers who are new to the profession and new to the school;
- Provide frequent, on-the-job coaching to each teacher with a coaching load of twelve to one;
- Implement a yearlong staff appreciation and recognition program;
- Establish teacher leader roles and meet monthly with teacher leaders to solicit input and feedback;
- Fund outside professional development and have teachers lead professional development for other teachers; and
- Implement a robust compensation policy with salary increases for skilled-rated teachers and increased student achievement.

DLA Teacher Evaluation Process

As part of teacher growth and development, all instructional staff members are evaluated two times a year using the DLA Teacher Performance rubric. Evidence collected from walk-throughs, observations, one on one meetings, professional development, and student achievement data is used to determine performance. The evaluation process is described below.

Teacher's Role Coach/Evaluator's Role, Beginning of the Year: August (New Teachers Only)

- At New Teacher Orientation, complete self-assessment, set goals, and share with coach
- Provide feedback on goals based on walk-throughs and observations; midyear evaluations: December
- Complete self-assessment and identify midyear goals
- Participate in evaluation conference and share reflections on overall performance
- Review completed rubric and signs
- Implement feedback and suggestions provided
- Schedule evaluation conference
- Analyze evidence and academic data to rate teacher on rubric
- Consult teacher's self-assessment and then complete rubric; provide this to teacher within one week of evaluation conference
- Monitor teacher's implementation of feedback and its effectiveness

End-of-Year Evaluations: May

- Complete self-assessment with focus on progress made on midyear goals
- Participate in evaluation conference and share reflections on overall performance
- Identify goals for next year
- Review completed rubric and signs
- Schedule evaluation conference
- Analyze evidence and academic data to rate teacher on rubric
- Consult teacher's self-assessment and then completes rubric; provide this to teacher within one week of evaluation conference

The staffing plan supports the school's goals, objectives, and initiatives. The staffing plan reflects administrative and supervisory positions in the organization. Changes to the staffing plan are to be made at the discretion of the school.

C.5 Professional Development

Professional development plans are aligned with the school's mission and goals because of the collaborative nature of planning for professional development. It is assessed through feedback from teachers and staff and from observations of its implementation throughout the school.

At DLA, we believe our students' achievements are the direct result of our teachers' effectiveness. We believe teachers are leaders in their classrooms who are responsible for their students' success. The more skilled and accomplished our teachers are, the more proficient and high achieving our students will be.

Thus, we invest heavily in teacher development through

- Ongoing professional development aligned to the DLA Teacher Performance rubric;
- Training on evidence-based practices that align with our school model and priorities, such as data-driven instruction, balanced literacy, effective writing instruction, and project-based learning;
- Opportunities to practice techniques and strategies and receive feedback from coach once implemented in the classroom with students;
- Weekly opportunities to collaborate with grade-level partners, department teams, and the intervention team; and
- Frequent classroom observations and one-on-one coaching for coplanning, data analysis, and action planning.

Friday Collaboration

It is important for teachers to come together weekly as a community of learners to improve their practice. Every Friday from 2:30 p.m. to 4:30 p.m., teachers meet to learn, collaborate, practice, and plan. The academic team plans and facilitates Friday Collaboration. Agendas and supporting documents are shared in advance and teacher-created plans are posted afterwards.

On a rotating basis, Friday Collaboration includes time for

- Department teams to learn and practice evidence-based instructional strategies based on DLA's nonnegotiables;
- Teacher-based teams (HR and intervention teachers) to implement the data-driven instruction cycle of analyzing assessments and creating action plans to reteach; and
- House teams to check in on school culture expectations, including social-emotional learning, common procedures/routines, and student celebrations.

Grade-Level Meetings (GLMs)

Grade-level teams meet at least once a week during planning periods with a focus on classroom culture, student investment, and student achievement. The goal of GLMs is for teacher-based teams to norm on routines, procedures, and expectations to provide consistency for students across the grade level. Meetings have an agenda and are facilitated by the academic team, and notes are shared. As part of the data-driven instruction cycle, once a month, GLMs are Data Team Meetings, when teachers analyze common assessments and identify reteach strategies. As part of the RTI process, once a month, GLMs are Student Success Team meetings to discuss student concerns and identify interventions to implement.

Copanning Meetings

Grade-level teams meet at least once a week during planning periods to coplan lessons. The goal of copanning meetings is for teacher teams to collaborate and share ideas and resources for effective instruction. In grades K–3, teachers review all subject lesson plans for the following week and prepare materials to use. In grades 5–8, teachers discuss crosscurricular strategies for close reading, writing, and vocabulary instruction, as well as plan content for Morning Meeting/Advisory.

Professional Development Days

DLA plans and facilitates three professional development days in August before school starts and three professional development days during the school year. The content of these days is driven by our school goals, priorities, and student achievement data. Agendas and supporting documents are provided in advance. Sessions are focused on objectives and include time for reflection, collaboration, practice, and planning. Sessions are led by DLA school leaders, teacher leaders, and outside expert trainers. In addition, new teachers participate in eight days of New Teacher Orientation.

Coaching Model

Research shows that when a teacher receives frequent observation and feedback, the teacher develops as much in one year as most teachers do in twenty years. Our goal for coaching is to find the most effective way to coach teachers to improve student learning.

Coaching is differentiated based on teacher performance and learning styles using the four coaching stances: calibrating, consulting, collaborating, coaching. This means some teachers will participate in weekly coaching meetings, while other teachers may participate in coaching meetings once a month.

Teacher coaching may include

- Coach and teacher copanning lessons;
- Coach modeling strategies with teacher's class coach providing feedback from classroom observation;

- Coach and teacher sharing reflections on a lesson recorded and shared via Torsh Talent platform;
- Coach and teacher analyzing student work and assessment data; and
- Coach and teacher developing action plans with next steps.

Walk-Throughs

On a weekly basis, the academic team conducts classroom walk-throughs when school leaders pop into classrooms for five to fifteen minutes. The purpose of walk-throughs is to gather a snapshot of what is happening in classes, to assess implementation of DLA model and expectations, and to monitor implementation of strategies delivered at professional development. During walk-throughs, academic team members use a targeted form based on the DLA Teacher Performance rubric to collect evidence. Feedback with “glows” and “grows” is provided to each teacher via email or written form.

Resident Educator Program

DLA supports teachers on an Ohio Resident Educator license by providing them with a trained resident educator mentor and employing a program coordinator who ensures mentors and residents complete the program requirements.

C.6 Student Recruitment and Enrollment

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

Actual Student Enrollment

2020–21: 450 students

Projected Student Enrollment

2021–22: 475 students

2022–23: 500 students

2023–24: 525 students

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

DLA will use the following strategies:

- Generate a year-round strategic campaign that promotes the DLA model, mission, and unique program offerings
- Share school data, academic and school culture model, and family events on the DLA website
- Attend community events throughout spring and summer
- Schedule recruitment events and enrollment nights with community partners
- Distribute recruitment materials to four- and five-star preschools and childcare centers
- Post on social media and place radio and social media ads
- Leverage current families to spread the word and refer other families

C.7 Community Partnerships

Our community partners bring a wide range of resources that are valuable to the school's students, families, and staff. These resources include people who volunteer their time, organizations that offer enrichment opportunities, businesses that extend career-related information and workplace experiences, 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 partners by opening its doors to social-service programs and community-service projects for the use of the buildings and serving as a clearinghouse by family and student referrals. Not only are the school's community partners available to impact our students and families, but 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.

Early Childhood Education

- Miami Valley Child Development Centers
- AmeriCorps Foster Grandparents

Educational Resources and Enrichment

- Muse Machine
- Crayons to Classrooms

Teacher Recruitment and Development

- Teach For America
- University of Dayton–Urban Teacher Academy
- Wright State University School of Education

Mentoring and Leadership

- Rites of Passage/Black Brothers, Black Sisters Involvement
- Girls Scouts

Social-Emotional and Behavioral Support

- Thrive Therapeutics
- Samaritan Behavioral Health

Health and Wellness

- Dayton Food Bank
- Smile Care Ohio Mobile Dentist
- Hannah's Treasure Chest
- Shoes 4 the Shoeless
- Aramark

C.8 Parent Engagement

The following strategies are used to ensure ongoing family and community engagement under the direction of the Family and Community Engagement Coordinator:

1. An active Parent Advisory Council (PAC) includes parent and staff representation that weigh in on school policy and programming. This group meets the third Wednesday of the month.
2. Provide effective notification of school programs, resources, and activities to families through a variety of communication methods, including daily social media posts, weekly email and text notifications, and monthly newsletter.
3. Offer monthly events that include themed family nights, student performances and presentations, house team celebrations, and quarterly awards ceremonies.
4. Conduct quarterly parent-teacher conferences in person with flexibility scheduling.
5. Ensure that each teacher makes at least five positive phone calls to families each week.
6. Develop a process for staff to refer families to school and community resources.
7. Identify and expand our partnerships with family-service organizations (e.g., health and wellness, job, and family services) to connect our families to them through referrals and by hosting programs at the school.

School-wide goals for family engagement include the following:

- 85 percent overall satisfaction with the school on annual family survey
- 90 percent participation in our quarterly parent-teacher conferences
- 95 percent of students reenroll by August 1
- 98 percent enrolled by September 15

COMMUNITY SCHOOL CONTRACT

Each month, the *DLA Way* newsletter is sent home with all students and published on the DLA 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.

In carrying out Title I parental-involvement requirements, DLA 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 upon request and created in alternate languages for families to understand. Family-involvement programs, activities, and procedures are 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.

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 exists between the racial and ethnic balance of 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 may 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 State Teachers Retirement System of Ohio and School Employees Retirement System contributions are current; clarify COBRA benefits; inform staff of the date medical benefits end; ensure that each faculty’s Local Professional Development Committee 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 may 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 or the School Employees Retirement System.

C.13 Dismissal Procedures

In accordance with Ohio Revised Code §3314.03(A)(6), any student who, without a legitimate excuse, fails to participate in 105 consecutive hours of learning opportunities will be automatically withdrawn from the school in accordance with the school's withdrawal procedures.

C.14 Management

In accordance with Ohio Revised Code §3314.191, the chief administrator of the community school actively manages daily operations at the school.

Exhibit 4: Academic and Organizational Accountability Plan (K–12)

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. 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 SPONSOR’s sole and complete discretion. The SPONSOR will also consider the school’s Local Report Card, as issued by the Ohio Department of Education and incorporated by reference herein.

All indicators, including additional alternative indicators, are reviewed annually and are also reviewed over the term of the contract at renewal. Subsequent sponsorship contracts will incorporate alternative accountability metrics in the event that the familiar ones cannot be obtained.

Primary academic indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
PI ¹	80% or higher	50%–79%	30%–49%	29% and below
VA ²	Greater than or equal to +2	Greater than or equal to –2 but less than +1	Greater than or equal to –2 but less than –3	Greater than or equal to –3
Graduation rate (four years)	89%–100%	79%–88.9%	69%–78.9%	Below 69%
Graduation rate (five years)	90%–100%	80%–89.9%	60%–79%	Below 69%
Improving at-risk K–3 readers	56.6%–78.2%	13.2%–56.5%	5%–13.1%	Below 5%
Performance versus local market: ³ PI	Ranked in top 20th percentile in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom 49th percentile in PI score
Performance versus local market: VA	Ranked in top 20th percentile in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom 49th percentile in VA score

¹ The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score).

² A VA score is a statistical estimate intended to convey how much a school has contributed to student learning. A higher VA score conveys greater confidence that, on average, the school has contributed more than one standard year of academic growth; a lower VA score conveys greater confidence that the school has, on average, not contributed more than one standard year of academic growth.

³ “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) in the county in which a school is located, as well as comparable district schools in the charter school’s serving district, as designated by the ODE.

COMMUNITY SCHOOL CONTRACT

Performance versus statewide charters: PI	Ranked in top 20th percentile in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom 49th percentile in PI score
Performance versus statewide charters: VA	Ranked in top 20th percentile in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom 49th percentile in VA score

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	NA	Yes	No	NA
School met a majority of its internal/mission-specific goals (section A.7 of this contract)	NA	Yes	No	NA
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; OR between 30 and 60 days' cash AND one-year trend is negative	Fewer than 15 days' cash

Current-year enrollment variance ⁴	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90%–95% of budgeted enrollment in most recent year	Actual enrollment is 80%–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted 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
Multiyear ratio of assets to liabilities ⁵	Ratio is greater than or equal to 1.1 for at least the two 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 two most previous years out of three years	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the two most previous years out of three years

⁴ The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

⁵ This ratio depicts the relationship between a school's annual assets and liabilities, covering the last three years, based on the most recently audited financial statements.

COMMUNITY SCHOOL CONTRACT

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
Operations/ governance primary indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Records compliance ⁶	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
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 fewer than three 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) ⁷	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
Five-year forecasts submitted to the ODE by statutory deadlines		Yes	No	
Preopening assurances documentation		Completed and available ten days before the first day of school	Not completed and not available ten days before the first day of school	
Annual report		Submitted to parents and the sponsor by the last day of October	Not submitted to parents and the sponsor by the last day of October	
Safety plan and blueprint submitted within the last		Yes	No	

⁶ Represents the percentage of records reviewed that were accurate and complete during the school year.

⁷ 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.

COMMUNITY SCHOOL CONTRACT

three years to the Ohio Attorney General				
Family-survey results	80% or greater overall satisfaction with school	60%–79% overall satisfaction with school	40%–59% overall satisfaction with school	39% or less overall satisfaction with school

COMMUNITY SCHOOL CONTRACT**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 located at the following address:

DAYTON LEADERSHIP ACADEMIES – DAYTON VIEW
 1416 W Riverview Ave.
 Dayton, OH 45402
 IRN number 133454

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

- 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 Operate and the

COMMUNITY SCHOOL CONTRACT

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 for Start-Up Schools

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 noncertificated 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; and
 - (6) A valid food permit, if applicable;
- (K) That the sponsor has conducted a preopening 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;

COMMUNITY SCHOOL CONTRACT

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

(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; and
- (7) A description of the professional-development activities that will be offered to teachers.

Amended by 133rd General Assembly File No. TBD, HB 166, §101.01, eff. 10/17/2019.

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 6/30/2007; 2007 HB190 11/14/2007; 2008 HB428 9/12/2008.

COMMUNITY SCHOOL CONTRACT**Exhibit 7. Roster of Governing Authority****Dayton Leadership Academies – Dayton View
Governing Authority**

Name	Role	Term	Address
Ellen Ireland	Vice 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
Joshua Ward, J.D.	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 the following:

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, Statute⁸ states the following:

- 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 DAYTON LEADERSHIP ACADEMIES – DAYTON VIEW 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.⁹

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.

⁸ ORC 3314.02 (E) (4)

⁹ Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

COMMUNITY SCHOOL CONTRACT

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

I hereby acknowledge that none of the individuals listed above were recommended for employment by a related party and that no related party took part in the hiring process of a family member. No related parties are involved in employment evaluations, determinations regarding compensation and benefits, or determinations regarding promotions.

 School Leader

 Date

 Governing Authority Representative

 Date

COMMUNITY SCHOOL CONTRACT**Exhibit 9. Facilities Addendum**

This Exhibit includes 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.¹⁰

DAYTON LEADERSHIP ACADEMIES – DAYTON VIEW owns all Community School property and leases facilities.

School facilities information must include the following:¹¹

- 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 Laurence Dunbar Street, in the City of Dayton, Montgomery County, Ohio. Two-story educational facility.
Annual costs	\$42,659 (which includes reimbursement for legal, insurance, special assessments, and the ground rent)
Annual mortgage principal and interest payments	N/A
Name of landlord or lender and relationship to operator	Land: Greater Premier Management to Alliance Community Schools, controlled by Alliance Facilities Management.

¹⁰ [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

¹¹ [ORC 3314.03 \(A\) \(9\)](#)

Exhibit 10. Blended-Learning Requirements

If a school operates using a blended-learning model, as defined in [ORC 3301.079](#), include all of the following information:¹²

- 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; and
- g. A description of the professional-development activities that will be offered to teachers.

DAYTON LEADERSHIP ACADEMIES – DAYTON VIEW does not operate using a blended-learning model, as defined in ORC 3301.079.

¹² [ORC 3314.03 \(A\) \(29\)](#)