

# **MASTER CONTRACT**

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

**Dated as of April 26, 2013**

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**COMMUNITY SCHOOL CONTRACT**  
**For**  
**Dayton Leadership Academies – Dayton View Campus**

This Community School Contract (the "Contract") is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code effective July 1, 2013, 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 Campus, 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 quality education options to needy children via a strong community-school program.

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

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

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

## **Article II. Term**

The term of this Contract shall be for a period of two (2) year(s) commencing July 1, 2013 and ending June 30, 2015 (the "Term"); provided, however, the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract. This Contract may be renewed by the parties hereto in accordance with the requirements of Section 3314.03(E) of the Code. This Contract is not valid and binding until executed by both parties.

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

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

When considering Contract renewal, the SPONSOR will examine the Community School's performance during the term of this Contract. The SPONSOR will examine with particularity the Community School's fidelity to Exhibit 1 (Education Plan) and the school's performance against the requirements of Exhibit 4 (Academic and Organizational Performance Plan).

The renewal or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of non-renewal of this Contract, and in accordance with Code Section 3314.07, the SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application by February 1 in the year in which the SPONSOR intends to take action not to renew the Contract. In the event that renewal is not approved, then the parties to this Contract shall fulfill their respective obligations hereunder to the end of the term pursuant to Articles II and XI of this Contract. Notwithstanding any obligations pursuant to Article X, once the GOVERNING AUTHORITY has received notice of a non-renewal decision, the GOVERNING AUTHORITY is free to contact other eligible sponsors. In the event that the Renewal Application is granted, the SPONSOR may enter into a proposed Contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a Renewal Application.

If the Community School does not intend to renew the Contract with the SPONSOR, the Community School shall notify the SPONSOR in writing of that fact at least one hundred eighty (180) days prior to the expiration of the Contract pursuant to Article X of this Contract. 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 Section 3314.02 all members of the GOVERNING AUTHORITY must be eligible to serve in such capacity. In accordance with Section 3314.03 of the Code, the Community School agrees that it will remain in good standing as a non-profit, public benefit corporation pursuant to Chapter 1702 of the Code for the entire term of this Contract.

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

In accordance with Section 3314.05(B)(5) of the Code, the GOVERNING AUTHORITY agrees that any facility used for the Community School shall meet all health and safety standards established by law for school buildings and agrees to remain compliant with all health and safety standards established by law for school buildings for the entire term of this Contract. The GOVERNING AUTHORITY agrees, in the event the Community School wishes to change locations and/or facilities, to acquire a new Letter of Approval pursuant to Article VII of this Contract.

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

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

AUTHORITY agrees to take all appropriate action to ensure that the SPONSOR is listed as an additional named insured on each of these insurance policies.

No later than fifteen (15) days following the date of this Contract, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall contain a provision requiring notice to the SPONSOR, at least thirty (30) days in advance, of any material change, non-renewal, or termination, to the attention of President, The Thomas B. Fordham Foundation, 1016 16<sup>th</sup> Street, NW, 8<sup>th</sup> Floor, Washington, D.C. 20036 or such other address designated by the SPONSOR with copies to Thomas B. Fordham Foundation, 2600 Far Hills Avenue, Suite 216, Dayton, OH 45419, Attn: Director of Community School Sponsorship and to Thomas A. Holton/Charles Y. Kidwell, Porter, Wright, Morris & Arthur LLP, Suite 1600, One South Main Street, Dayton, Ohio 45402-2028.

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

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

The GOVERNING AUTHORITY shall request a Bureau of Criminal Identification and Investigation ("BCI&I") criminal records check for each newly elected and/or appointed GOVERNING AUTHORITY member. If any member fails to pass the criminal records check, their appointment to the GOVERNING AUTHORITY shall be void. The results of each criminal records check for the GOVERNING AUTHORITY members shall be provided to the SPONSOR upon request.

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

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

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

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

In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. Such policy shall provide for withdrawing the student by the end of the thirtieth (30th) day after the student has failed to participate. In accordance with Code Section 3314.03(A)(11)(a), the Community School shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year.

In accordance with Code 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, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.6411, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.814, 3313.816, 3313.86, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Code as if it were a school district and comply with Section 3301.0714 of the Code in the manner specified in Section 3314.17 of the Code.

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

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

In accordance with Code Section 3365.15, the GOVERNING AUTHORITY shall ensure that academically qualified students be permitted to participate in the Seniors to Sophomores program.

In accordance with Code Section 3314.03(A)(25), the Community School will open for operation not later than September 30.

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

If the Community School is the recipient of moneys 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 GOVERNING AUTHORITY 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.

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 an annual basis the completed Related Parties Disclosure Form attached hereto as Exhibit 8.

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

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

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

As consideration for the sponsorship of the Community School by the SPONSOR, the GOVERNING AUTHORITY or, as directed, the Community School will pay a 2 percent sponsorship fee (the "Sponsorship Fee") to the SPONSOR, on or before the 10th day of the month for the term of this Contract, calculated on the total state foundation payment, based upon student enrollment, received by the Community School. The Sponsorship Fee will increase to 2.5 percent for the remainder of the school year should any of the following events occur:

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

Sponsorship Fees that remain unpaid for more than 30 days after they become due will accrue interest as follows: 30-60 days: 4 percent on any outstanding principal balance, 61-90 days: 6 percent on any outstanding principal balance, 90+ days: 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 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 such access is necessary to fulfill the SPONSOR'S monitoring obligations as set forth in Code Section 3314.03(D). 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 Community School's mission; the ages and grades of students; the characteristics of the students the Community School expects to attract; the focus of the curriculum and academic calendar and instructional schedule for a typical school day.

In accordance with Section 3314.03(A)(23) of the Code, the GOVERNING AUTHORITY agrees to set forth in Exhibit 1 a description of both classroom-based and non-classroom based learning opportunities in compliance with the criteria set forth in Section 3314.08(L)(2) of the Code. The GOVERNING AUTHORITY represents that the Educational Plan attached hereto as Exhibit 1, and incorporated by reference as if fully written herein, will lead to attainment of the state and federal law requirements for school performance and the achievement and academic 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 enter the ninth grade before July 1, 2010, if any, the requirement in Sections 3313.61 and 3313.611 of the Code, that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma, may be met by completing the curriculum adopted by the GOVERNING AUTHORITY of the Community School rather than the curriculum specified in Title XXXIII of the Ohio Revised Code, or any rules of the State Board of Education; and further provided that for students who enter the ninth grade for the first time on or after July 1, 2010, if any, Sections 3313.61 and 3313.611 of the Code shall be met,

which require a student to successfully complete the Ohio core curriculum, as prescribed in Section 3313.603(C) of the Code, prior to receiving a high school diploma, unless said student qualifies under division (D) or (F) of that section. The GOVERNING AUTHORITY, if applicable, shall implement the plan for awarding high school credit based on a student's ability to demonstrate subject area competency, as such competency standards are adopted and published pursuant to Section 3313.603(J) of the Code.

**B. Financial Plan:**

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

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

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

The GOVERNING AUTHORITY shall provide the SPONSOR with financial reports and a reconciliation report for budgeted and actual costs and revenues every month. Financial reports will be submitted in the form and format requested by the SPONSOR and, at a minimum, shall include cashflow and income statements and balance sheet information 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 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 Community School. The GOVERNING AUTHORITY will provide copies of any audits and management letters, upon request, to any other state agency or office that requests a copy of the audit. The GOVERNING

AUTHORITY will submit copies of all state issued audits and management letters to SPONSOR within 2 (two) business days of receipt of the same by the GOVERNING AUTHORITY.

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

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

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

**C. Governance 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 GOVERNING AUTHORITY will consist of the requisite number of members specified by the GOVERNING AUTHORITY'S Code of Regulations, Bylaws or the Ohio Revised Code. Additionally, the GOVERNING AUTHORITY agrees to comply with the procedures by which the members of the GOVERNING AUTHORITY of the Community School will be selected in the future as set forth in the Governance Plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein. Failure to maintain at least five (5) voting members on a regular basis may result in SPONSOR taking action under Section D (Accountability) of Article III (Responsibilities of the GOVERNING AUTHORITY), Article VIII (Probationary Status), Article IX (Suspension of Operation) or Article X (Expiration/Termination of Contract) of this Contract.

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

The GOVERNING AUTHORITY agrees to provide notices to students, parents, employees and the general public indicating that all of the Community School's educational programs are available to its students without regard to race, creed, color, national origin, sex or

disability. Further, the Community School shall provide a non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms and promotional materials other than radio advertisements.

In accordance with Section 3314.03(A)(12), the GOVERNING AUTHORITY agrees to make arrangements for providing health and other benefits to employees as set forth in the Governance 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 in which the Community School is located. The policy shall comply with the admissions procedures as specified in Section 3314.06 of the Code.

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

In accordance with Section 3314.03(A)(6) of the Code, 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 Section 3314.03(A)(16) of the Code, the GOVERNING AUTHORITY agrees to comply with the requirements and procedures regarding the disposition of employees of the Community School in the event this Contract is terminated or not renewed pursuant to Section 3314.07 of the Code, as set forth in the Governance Plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

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

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

The GOVERNING AUTHORITY agrees to report to the SPONSOR by August 1, any updates to the composition of the board. This report shall include the names, addresses

(including electronic mail), and phone numbers of the GOVERNING AUTHORITY members, as well as the identified officers and meeting schedule of the GOVERNING AUTHORITY.

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

**D. Accountability Plan:**

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

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

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

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

**Article IV. Responsibilities of the SPONSOR**

Pursuant to Section 3314.015(B) of the Code, the SPONSOR shall perform its obligations under this Contract consistent with its obligations under its written agreement with the Ohio Department of Education as well as Section 3314.03(D) of the Code; specifically, the SPONSOR shall: (1) monitor the Community School's compliance with all laws applicable to the Community School 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 at least once during the Contract term; (3) report, by November 30, the results of the evaluation conducted under division (D)(2) of this section to the department of education and to the parents of students enrolled in the Community School; (4) provide technical assistance to the Community School in complying with laws applicable to the Community School 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 Community school pursuant to section 3314.072 of the Code, or terminate the Contract of the 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 the Community School experiences financial difficulties or closes prior to the end of a school year.

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

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

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

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

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

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

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

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

The GOVERNING AUTHORITY shall comply with all of the provisions set forth in Section 504 of the Rehabilitation Act of 1973 and shall not exclude a qualified handicapped person, on the basis of such handicap, from participation in any programs or activities of the Community School and shall provide free appropriate public education to such qualified handicapped person.

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

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

**Article VI. Site Visits**

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

**Article VII. Letter of Approval to Operate**

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



after receipt of all the required documentation, the GOVERNING AUTHORITY shall be authorized to begin classes.

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

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

### **Article VIII. Probationary Status**

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

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School;
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the 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 has violated any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

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

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

Except in cases determined by the SPONSOR, in its discretion, to be of such an extreme nature so as to require immediate remedy (e.g., financial insolvency or severe education programmatic inadequacy of the Community School) a Community School placed on probation pursuant to Article VIII of this Contract may remain in operation on probation for the remainder of the school year in which the notice of probation was received by the GOVERNING AUTHORITY, unless or until the Community School closes and ceases to operate for ten (10) consecutive business days during the period of probation for reasons other than closures scheduled on the academic calendar or force majeure events.

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

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

#### **Article IX. Suspension of Operation**

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

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

#### **A. Health and Safety**

1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately 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, then the Community School may reopen following notification by the SPONSOR that such suspension is no longer in effect.

#### **B. Other**

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

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School;
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the 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 has violated any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

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

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

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

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

### **C. Termination Resulting from the Suspension of School Operations**

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

#### **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, the GOVERNING AUTHORITY may terminate this Contract upon one hundred eighty (180) days written notice to the SPONSOR of its intent to enter into a Community School Contract with a successor sponsor approved to be a sponsor of community schools by the Ohio Department of Education. If the SPONSOR decides to terminate the Contract prior to its expiration, then not later than the first day of February 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 has violated any provisions of this Contract or applicable state or federal law;
5. The Community School is insolvent or is bankrupt;
6. The Community School has insufficient enrollment to successfully operate a community school, or the Community School has lost more than fifty percent (50 percent) of its student enrollment from the previous school year;
7. The Community School defaults on any of the terms, conditions, promises or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY;
8. The Community School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR'S issuance of this Contract or other legally binding document executed by the parties to this Contract, or the Community School's reporting requirements under this Contract or applicable law;

9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the Community School's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
10. Other good cause.

The notice shall include the reason for the proposed termination of the Community School in detail, the effective date of the termination or nonrenewal and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an informal hearing before the SPONSOR. Such request shall be in writing. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Not later than fourteen (14) days after the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate the Contract. The expiration, termination, or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07.

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

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

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

#### **Article XI. Contract Termination Contingencies**

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

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

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

Upon the GOVERNING AUTHORITY'S receipt of written notice of termination, and throughout the period of the Community School's operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school closing procedures required by law imposed by or upon the Ohio Department of Education and SPONSOR and perform all obligations necessary thereto, (ii) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all records of the Community School records, including student records, (iii) provide the means and capability to access records of the Community School, 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 records of the Community School, including student records during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all records of the Community School, 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 records of the Community School, including the student records which are within the SPONSOR'S possession; provided that in performing the GOVERNING AUTHORITY'S statutory or contractual duties, the SPONSOR shall comply with Section 3314.015(E), and any procedural guidances published by the Ohio Department of Education, which correspond thereto. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the Community School so that those records may be transmitted within seven (7) business days of the closing of the Community School to the student's school district of residence.

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

## **Article XII. Governing Law**

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

### **Article XIII. Limitation on Liability/Disclaimer of Liability**

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 and control of the SPONSOR except as required by law or this Contract and that the SPONSOR assumes no liability for any loss or injury from: (i) the acts and omissions of the Community School, its directors, trustees, officers, agents, subcontractors, independent contractors, representatives or employees; (ii) the use and occupancy of the building or buildings occupied by the Community School or any matter in connection with the condition of such building or buildings; or (iii) any debt or contractual obligation incurred by the Community School. The GOVERNING AUTHORITY acknowledges that it is without authority to and will not extend the faith and credit of the SPONSOR to any third party.

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

### **Article XIV. Assignment**

Neither this Contract nor any rights, duties or obligations described herein shall be assigned by either party hereto, without the prior written consent of both parties, which consent shall not be unreasonably withheld, and upon such terms and conditions as the parties may agree. Any assignment without the prior written consent of both parties is void. 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 Contract other than as provided herein shall be made and agreed to in writing by the SPONSOR and the GOVERNING AUTHORITY. It is further agreed that any amendments or additions to the laws, rules or regulations cited herein or which are applicable to the operation of a community school will result in a correlative modification of this Contract, without the necessity of a written amendment signed by the parties.



## **Article XVI. Severability**

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

## **Article XVII. No Child Left Behind**

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

## **Article XVIII. Dispute Resolution Procedure**

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

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

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

### **Article XIX. Discrimination Policy**

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

### **Article XX. Entire Agreement**

The SPONSOR and the GOVERNING AUTHORITY hereby agree that this Contract, including all exhibits and attachments hereto, constitutes the entire agreement and understanding of the parties and supersedes all prior agreements and understandings, whether oral or written, with respect to the operation of Community School. No course of prior dealing between the parties shall supplement or explain any terms used in this Contract.

### **Article XXI. Notice**

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

If to GOVERNING AUTHORITY:

Governing Authority  
Dayton Leadership Academies – Dayton View Campus  
1416 W. Riverview Avenue  
Dayton, OH 45402  
Attn. Governing Board Chairperson

Copies to:

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

If to SPONSOR:

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

Copies to:

The Thomas B. Fordham Foundation  
2600 Far Hills Avenue, Suite 216  
Dayton, Ohio 45419  
Attn. Director of Community School Sponsorship

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

#### **Article XXII. Non-Waiver**

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

#### **Article XXIII. Force Majeure**

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

#### **Article XXIV. No Third Party Rights**

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

#### **Article XXV. Non-Agency**

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

**Article XXVI. Statement of Assurances for Start-Up Schools**

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

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

By: Michael J. Petrilli  
Michael J. Petrilli  
Executive Vice President

DATE: May 31, 2013

**THE GOVERNING AUTHORITY OF**

Ellen S. Ireland  
Board Chair

BY: Alliance Community Schools  
Governing Board Representative

DATE: 5-31-13

## **EXHIBIT 1: EDUCATION PLAN**

## **EXHIBIT 1: EDUCATION PLAN**

### **A.1 Mission**

Dayton Leadership Academies – Dayton View Campus (DLA-DVC) challenges and nurtures each child to perform at his or her highest ability in a school culture of pride and excellence.

#### **A.1.1 Vision**

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

#### **A.1.2 Educational Philosophy**

DLA-DVC uses four pillars of excellence to represent DLA-DVC's commitment to the success of each child. The pillars are: 1) hard work together, 2) high expectations, 3) year-round experience and 4) customized student learning plans.

### **A.2 Geographic Boundaries; Racial & Ethnic Balance Reflective of Community Served**

DLA-DVC attracts students in Kindergarten through 8<sup>th</sup> 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 Northmont City District, Northridge Local District, Mad River Local District, Kettering City District, Oakwood City District, and West Carrollton City District.

### **A.3 Curriculum and Instruction**

Storytown is the primary curricular resource for K-5 and Holt's Elements of Literature is used by Grades 6-8 for Language Arts. Go Math is used for K-5 and Prentice Hall Mathematics for grades 6-8 math instruction. Grades 6-8 use Prentice Hall Science Explorer for Science, Social Studies Alive is used for K-5 and History Alive is used by grades 6-8 for Social Studies. A committee of teachers researched options and got input from their grade level teams to produce a recommendation to the school's administration before the change was made.

The resources chosen are based on the variety of materials available and their ease of use for both students and teachers. Although Storytown was purchased prior to aligning to CCRS, the content within is suitable for teaching these standards. Teachers use the students' books, re-teach and enrichment books, RtI resources, and other parts based on the standards being taught. Elements of Literature used by the junior academy provides a variety of literary pieces that can be used to meet the standards. Novel sets are also available to use in grades 3-8. Go Math was adopted for grades K-5 and is more closely aligned with the CCRS. It encompasses many resource materials to meet the needs of all student ability levels and manipulatives for hands-on learning. Prentice Hall Mathematics for grades 6-8 also has a solid foundation from which teachers can use to introduce and practice the standards. The science resources also provide opportunities for hands-on learning to solidify learning of science concepts. Social Studies and History Alive provide a chronological and themed approach to learning about historical events while also providing opportunities to connect literacy concepts.

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

project ideas to assist in learning.

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

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

DLA has contracted with Vickie Hesler of the Region 10 State Support Team since 2011 to direct the transition and alignment to Common Core. She also facilitated the OIP renewal at DLC which included advising us on DLA-DVC math curriculum decisions.

#### *Classroom and non-classroom based opportunities*

Classroom based learning opportunities are described throughout this Exhibit, and include, but are not limited to, instruction in the subjects set forth above in section A.3, as well as tutoring and student projects. Non-classroom based learning opportunities include sports, fine arts and a variety of student clubs and organizations.

### **A.4 Target Population**

DLA-DVC looks to attract and retain parents and students year round to achieve DLA-DVC's vision for successful schools through parent ambassadors, community and school events, staff involvement, customer service, and an extensive and strategic enrollment management program. We will serve Kindergarten students who turn 5 before September 30 each year, through 8<sup>th</sup> grade students that desire to be a part of DLA-DVC's relentless pursuit of excellence. DLA-DVC will serve students in grade or age equivalent levels kindergarten through eighth.

### **A.5 School Calendar and Daily Schedule**

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

The daily schedule allows for physical education to all students every other day. Art class is provided the opposing day during one semester and music over the other semester. English/Language Arts is 90 minutes every day and consists of reading, language, and writing. Math is 90 minutes every day. Science and Social Studies are 45 minutes each. English/Language Arts and Math include centers or small group activity time so that teachers can provide direct instruction and opportunities for cooperative learning daily.

Achievement Club was started to provide additional opportunities for small group instruction for any student who needs and desires this support. Students remain after school until 4:30 each Wednesday evening for tutoring by DLA grade level teachers.

For the first time, all students who have tested below grade level will be required to attend a 15 day summer program in June, 2013. They will also be required to attend the weekly Achievement Club and Saturday program to be held once per month throughout the 2013-2014 school year.

#### **A.6 Special Student Populations**

Special Education is an integral part of DLA-DVC. Teachers develop differentiating instruction for all types of learners in partnership with the Special Education Support teachers. DLA-DVC takes steps including the provision of supplementary aides and services determined appropriate and necessary by the child's IEP team, to provide academic, non-academic and extracurricular services and activities in the manner necessary to afford children with disabilities an equal opportunity for participation in those services and activities as provided to students without disabilities.

All teachers use response to intervention to target academic/behavioral skill deficits. Students who are not responding to targeted interventions in the classroom are referred to the intervention assistance team to further problem solve areas of concern. Based on the data reviewed, the team determines the most appropriate intensive intervention supports that are needed, how they will be monitored, and the length of time appropriate. The team reconvenes to determine the effectiveness of intervention supports. Based on this data, the team determines if intervention supports should be continued as designed, altered, or changed. For a student, who continues to show a lack of sufficient response to interventions, the team may determine that a disability is suspected and an evaluation warranted. When a disability is suspected by the team and parent consent is given, a full evaluation is completed to determine qualification for special education services. If a student qualifies for special education services, an individualized education plan (IEP) is developed to address identified areas of deficit. Services are provided in the student's least restrictive environment by service providers identified in the IEP.

#### Gifted

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

For a student that is identified as gifted, a written educational plan is developed that outlines services. Based on the plan, enrichment programs are provided.



### English Language Learners

The district will identify a student having a primary or home language other than English (PHLOTE) through initial registration. Once identified, these students will be assessed using a standardized English language proficiency test to determine if the student is limited English proficient.

For a student that is identified as ELL/LEP requiring language assistance, a program will be developed based on the student's proficiency level (See English Proficiency Levels of LEP Students, *Ohio Department of Education, 2012*).

The Ohio Test of English Language Acquisition (OTELA) will be administered on an annual basis to measure the student's progress in English language proficiency.

### *Criteria for Exiting LEP Program*

To be exited from LEP programs in Ohio, students need to demonstrate the ability to understand, speak, read and write the English language at a level in which they are able to:

1. Achieve successfully in classrooms where the language of instruction is in English;
2. Meaningfully participate in academic assessments in English; and
3. Participate fully in society in the United States.

A student has attained the required level of English proficiency to be exited from a district's LEP program when the student:

- Obtains a composite score of 5 on the Ohio Test of English Language Acquisition (OTELA); or
- Obtains a composite score of 4 on the OTELA, subsequently completes a trial period of mainstream instruction and obtains a composite score of 4 or above on the OTELA during the trial period of mainstream instruction.

### Homeless

DLA-DVC 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, as eligible,:

- Transportation services.
- Educational services.

Meals under school nutrition programs.

Children in homeless situations will not be denied enrollment based on lack of proof of residency.

The Director of Family and Community Outreach is the liaison for students in homeless situations and will assure that the rights of homeless students are protected and students have the opportunity to reach the same high academic standards expected of all students.

## **A.7 School Goals**

In the Strategic Plan, five strategic goals are identified:

- 1) Maximum success by each child for high school and beyond,
- 2) Build consistent ownership of a culture based on core values,
- 3) Create a comprehensive family and community support network,
- 4) Attract and retain parents and students year round to achieve DLA-DVC capacity for successful schools, and
- 5) Attract, develop and retain excellent teachers in urban education.

Annual goals are set in July once OAA results are received. DLA-DVC will forward a copy of goals for each upcoming school year to sponsor by August 15, annually. For 2012-2013, the following goals are in place:

- Minimum of 5 point increase on the ODE Performance Index.
- Minimum of 10% gain in reading, math and science on OAA.
- Meet AYP.
- Meet SPED subgroup AYP.
- Meet or exceed 93.7% on student attendance.
- One full year gain on NWEA (K-8) for students OAA proficient in 2012 and 1.5 year gain for those who were not OAA proficient in 2012.
- Increase parent participation from 25% to 90% at quarterly conferences.

The DLA-DVC has been highly involved in the Ohio Improvement Process and Race to the Top. Consultants have been actively assisting with the development of their goals, while also providing consistent professional development to attain these goals.

## **A.8 School Climate and Discipline**

DLA-DVC seeks to build consistent ownership of a culture based on core values through constant communication, positive reinforcement, daily meetings, house teams, extra- and co-curricular programs, consistent behavior management and year-round experiences.

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 DLA-DVC student achievement goals and helps students adopt a personal behavior framework that will serve them through their lives.

Each house team will develop its own set of rules which are based upon the rules set forth by DLA-DVC. The classroom teacher will use a variety of methods and procedures which are effective with children to handle a majority of behavior infractions. When a student is having difficulty following any of the school rules, the classroom teacher will work with the student to help him or her comply with the rules. The Lead Teacher and/or administration may be approached for suggestions. The School Counselor, if any, and other Student Support Team members may also advise on the situation. If the situation is deemed serious enough, parents/guardians will be immediately contacted.

All incidents of inappropriate behavior will be documented on a Discipline Referral Form. By

state regulation this form will be kept on file by the homeroom teacher as well as by the administration. The tracking of behavior is important in the monitoring of a child due to the impact of behavior on academic performance.

DLA-DVC has a policy on the use of momentary physical interventions which might remove disruptive students from the classroom in order to maintain the safety of students and staff.

When this is necessary, options could include:

- Temporary placement in the Lead Teacher's classroom;
- Temporary placement with another teacher, School Counselor (if any), or Student Support Team Member;
- Temporary placement with a member of the Administrative Team or the Office Manager.
- Out of School Suspension; or
- Emergency placement in an alternative school if the misconduct presents a serious and credible threat of harm to themselves of the DLA-DVC' 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-DVC there is zero tolerance for:

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

### **A.9 Assessments and Intervention**

NWEA MAP is used for grades K-8 for reading and math. It is administered 3 times a year – September, January, and May. They are used to inform instruction in the classroom so teachers can differentiate their instruction based on the strengths and weaknesses of their students. It aligns with school goals to follow the CCRS and OH Standards in Science and Social Studies. NWEA breaks down the elements that teachers can match to their instructional goals in order to meet the needs of their students.

KRA-L is used for Kindergarten students to check their readiness for Kindergarten. It informs teachers of where their students are and the skills they need to work on.

ODE Full Diagnostic Measure to include, reading, math, and writing is used for grades K-3. It is used to gauge where students are starting the year. It aligns with DLA-DVC curriculum by giving teachers a guide to know their students' strengths and weaknesses.

Each of these assessments was chosen based on the recommendation or requirement from ODE and align with the Ohio Improvement Plan and DLA-DVC Race to the Top Scope of Work.

## **EXHIBIT 2: FINANCIAL PLAN**

## EXHIBIT 2: FINANCIAL PLAN

### B.1 Budget Summary

Revised 10/11/2012					
IRN No. 133454				County:	Montgomery
<b>Dayton Leadership Academies - Dayton View Campus</b>					
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances					
For the Fiscal Years Ended June 30, 2010 through 2012, Actual and the Fiscal Years Ending June 30, 2013 through 2017, Forecasted					
	<b>Forecasted</b>				
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2013	2014	2015	2016	2017
<b>Operating Receipts</b>					
State Foundation Payments (3110, 3211)	\$3,248,482	\$3,354,292	\$3,423,799	#####	#####
Charges for Services (1500)	50	50	50	50	50
Fees (1600, 1700)	16,000	15,000	15,000	15,000	15,000
Other (1830, 1840, 1850, 1860, 1870, 1890)	4,500	3,000	3,000	3,000	3,000
<b>Total Operating Receipts</b>	3,269,032	3,372,342	3,441,849	#####	#####
<b>Operating Disbursements</b>					
100 Salaries and Wages	2,057,117	2,157,117	2,221,831	#####	#####
200 Employee Retirement and Insurance Benefits	588,649	663,649	683,558	704,065	725,187
400 Purchase Services	1,567,638	1,235,000	1,272,050	#####	#####
500 Supplies and Materials	197,131	150,000	154,500	159,135	163,909
600 Capital Outlay -New	69,015	50,000	51,500	53,045	54,636
700 Capital Outlay - Replacement	0	0	0	0	0
800 Other	30,600	30,000	30,900	31,827	32,782
<b>Total Operating Disbursements</b>	4,510,150	4,285,766	4,414,339	#####	#####
Excess of Operating Receipts Over (Under)					

Operating Disbursements	(1,241,118)	(913,424)	(972,490)	#####	#####
<b>Nonoperating Receipts/(Disbursements)</b>					
Federal Grants (all 4000 except fund 532)	1,340,912	983,120	985,000	#####	#####
Federal Fiscal Stabilization (SFSF)	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	149,029	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	7,250	7,250	7,250	7,250	7,250
Donations (1820)	3,500	1,500	1,500	1,500	1,500
Interest Income (1400)	300	0	0	0	0
Other non operating expenditures	100,250	115,000	115,000	115,000	115,000
Debt Principal Retirement	0	0	0	0	0
Interest and Fiscal Charges	0	0	0	0	0
Transfers - In	0	0	0	0	0
Transfers - Out	0	0	0	0	0
Total Nonoperating Revenues/(Expenses)	1,601,241	1,106,870	1,108,750	#####	#####
Excess of Operating and Nonoperating Receipts					
Over/(Under) Operating and Nonoperating					
Disbursements	360,123	193,446	136,260	(7,404)	(123,807)
Fund Cash Balance Beginning of Fiscal Year	940,602	1,300,725	1,494,171	#####	#####
Fund Cash Balance End of Fiscal Year	\$1,300,725	\$1,494,171	\$1,630,431	#####	#####
<b>Disclosure Items for State Fiscal Stabilization Funds</b>					
Personal Services SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Employees Retirement/Insurance Benefits SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Purchased Services SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Supplies and Materials SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx

Capital Outlay SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Total Expenditures - SDFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
<b>Assumptions</b>					
Enrollment is based on 433 students which is down by 35 from FY 2012					
Enrollment is projected to decline in FY 2013 and then increase through FY 2016.					
Sponsorship fees are projected to be \$59,000 in FY 2013. The base amount is .02 of the formula amount, special ed weighted and school parity aid.					
STRS went from \$245,904 in FY 2011 to \$236,232 in FY 2012 and is projected to be \$223,550 in FY 2013.					
Beginning in FY 2013 the district will be self governed.					
Including state fiscal stabilization funds, state aid remains the same for FY 2012					
	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
All Revenue	#####	#####	#####	#####	#####
Dollar (decrease)/increase	#####	\$(391,061.00)	\$ 71,387.00	#####	#####
Percentage (decrease)/increase	7.84%	-8.03%	1.59%	-0.25%	0.44%
Revenue per pupil	\$ 11,247.74	\$ 9,983.98	\$ 9,907.90	#####	#####
Expenditure per pupil	\$ 10,416.05	\$ 9,552.80	\$ 9,611.22	#####	#####
Student enrollment	433.00	448.64	459.29	450.96	450.96
Student decrease	-30.02	15.64	10.65	-8.33	0
Percentage decrease	-6.48%	3.61%	2.37%	-1.81%	0.00%
General Fund Revenues	#####				
General Fund Expenditures	#####				

## **B.2 Financial Management**

The DLA-DVC is a school-wide Title I participant. The Business Manager prepares the CCIP application based on information which is created through the Ohio Improvement Process as coordinated by the Director of Academics. The plan includes a detailed budget by object code for instructional and supporting educational staff salaries, fringe benefits, purchased services and supplies. The budgetary process considers the period of availability of federal funds as to both obligations and disbursement. Expenditures are considered during the budgetary process, a majority of which are designated to staff salaries/benefits and followed closely by set-asides. The Treasurer and Executive Director approve the budget and present it to the Alliance Community Schools Board.

All expenditures and purchases are approved by the Executive Director. The Business Manager serves as the Purchasing Agent following the guidelines set forth by Executive Director and Board Purchasing Policy. The Accounts Payable Clerk codes all invoices into MDECA's accounting system and submits them to the Treasurer and Business Manager countersign all payment approvals in hard copy form. The Treasurer coordinates Project Cash Requests and Final Expenditure Reports.

The School's data manager coordinates all SOES and EMIS reporting. EMIS data is extracted through Infinite Campus and is further supported by MDECA.

## **B.3 Transportation, Food Service, Other Partnerships**

### Transportation

Transportation is provided by: Dayton Public Schools, Jefferson Township (Dayton Liberty only), and Trotwood-Madison Schools (Dayton Liberty morning drop-off only). Because of the barriers that families often face, DLA-DVC also contracts with First Student to provide bussing within the 2 mile radius which the resident district refuses to accommodate.

Students who require specialized transportation per their IEP have services coordinated through the Director of Special Education. A provider approved through the Ohio Department of Education is utilized in these cases.

### Food Service

DLA-DVC is a Provision II School which allows all Kindergarten through 8<sup>th</sup> grade students to eat breakfast and lunch without charge or proof of income. Aramark Educational Services provides breakfast, lunch and is a supplier for the Fresh Fruit and Vegetable program. The Health Care Clinic Coordinator and Business Manager work with Aramark staff to assure Federal Nutritional Guidelines are met and students enjoy their meal choices.

### Janitorial and Maintenance Services

Cleaning and janitorial services are provided and may be contracted.

## **B.4 Insurance**

DLA-DVC coverage may include, but not be limited to, the following policies:

- Student Accident



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

### **B.5 Benefits**

DLA-DVC will provide benefits to staff, including but not limited to health insurance and retirement.

### **EXHIBIT 3: GOVERNANCE PLAN**

## **EXHIBIT 3: GOVERNANCE PLAN**

### **C.1 Governing Body**

The Board of Directors of Alliance Community Schools, Inc. is charged with oversight of the operation of DLA-DVC. ACS meets as per its Code of Regulations. ACS is responsible for meeting the expectations of this Contract, for generating the strategic direction, ensuring sound fiscal management, and monitoring the performance of the Executive Director and Administrative Team in the daily management of DLA-DVC.

There shall be no fewer than 5 and no more than 15 Board Members of ACS. Board Members shall be appointed for 3-year terms with a maximum of 3 consecutive terms or a total of 9 years of consecutive service.

Board Members shall be nominated by the Governance and Nominating Committee of the Board. The slate of nominees, upon recommendation of the Governance and Nominating Committee, shall be submitted to the members of the Board prior to a vote to formally elect Board Members. A member who has served 3 consecutive, 3-year terms will not be eligible for reappointment until a lapse of 1 year after the expiration of his/her last term.

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

- Executive Director of ACS
- Appointed President of the Parent Advisory Council for each community school under the supervision of ACS
- Other ex-officio members as determined by members of the Board

Officers shall be elected for 1-year terms from among the Board Members at an annual meeting normally held in May of each year. The Officers shall constitute the Executive Committee of the Board Members, including, but not limited to:

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

Officers may be re-elected annually for terms which may not exceed their term of office as a Director. The Executive Committee shall further appoint Board Members to at least one committee in addition to their service on the Board.

Standing committees of Board shall include:

- Executive Committee
- Governance and Nominating Committee
- Finance and Facilities Committee (a/k/a Budget Committee)

These standing committees shall be comprised exclusively of members of the Board.

In addition to standing committees of the Board, ACS shall be served by advisory committees that may vary in number and scope as determined by the Board Members and approved by a vote

of the Board Members. ACS Advisory Committees may include: Finance, Academic Affairs, Governance and Family Engagement. Board members serve on these committees along with school administrators that have these particular responsibilities. Additional advisory committees of the Board shall include members of the Board, as well as other community leaders with the characteristics, leadership, and skills appropriate for the function of the advisory committee. Advisory committees are chaired by one of the Board Members.

## **C.2 Governing Board Composition**

### Ellen Ireland-Chair

Ellen has extensive service on community boards including several related to education. (Finance, Governance)

### David Greer-Member

David is a resident of the community in which DLA-DVC students live and has served as a member of this district's Priority Board which is part of the city of Dayton's organizational structure. (Governance, Family and Community Engagement)

### Pamela Ellis-Member

Pamela provides college readiness consulting services to families throughout the Miami Valley. (Academic Affairs)

### Vanessa Ward-Member

Vanessa is a co-pastor of a local church congregation which serves the communities in which DLA-DVC families live. Vanessa previously headed a charter school that served students in these same communities. (Family and Community Engagement)

### Gayle Bullard-Member

Gayle is the Director of the Montgomery County Jobs and Family Services operation which includes the Job Center and Children's Services among its scope of operation. (Family and Community Engagement)

## **C.3 Management and Operation**

The Board Members are accountable to the Corporation for the responsible stewardship of the organization. The Executive Committee, Governance and Nominating Committee, Finance Committee, and all advisory committees are accountable to the Board.

The Executive Director is directly accountable to the Board Members working through the Executive Committee for purposes of evaluation and compensation. Other advisory committees are accountable to the Board Members.

Please see the organizational chart under section C.4 for additional details about the school structure.

### **C3.1 Records**

DLA-DVC uses Infinite Campus, a web-based program which electronically tracks and records student information, attendance, grades, and all details which are reported through EMIS to the Ohio Department of Education.

Each student has a secured paper Cumulative Folder which is located in the Main Office of each Campus. Enrollment documentation, birth certificates, guardianship paperwork, residency information, and behavioral records are kept here. Medical records are kept by the Health Care Clinic Coordinator and are only available to other staff on a “need to know” basis.

The Director of Special Education retains all information regarding students who require special services. IEPs are recorded in IEP Anywhere by secure access which is also controlled by the Director of Special Education.

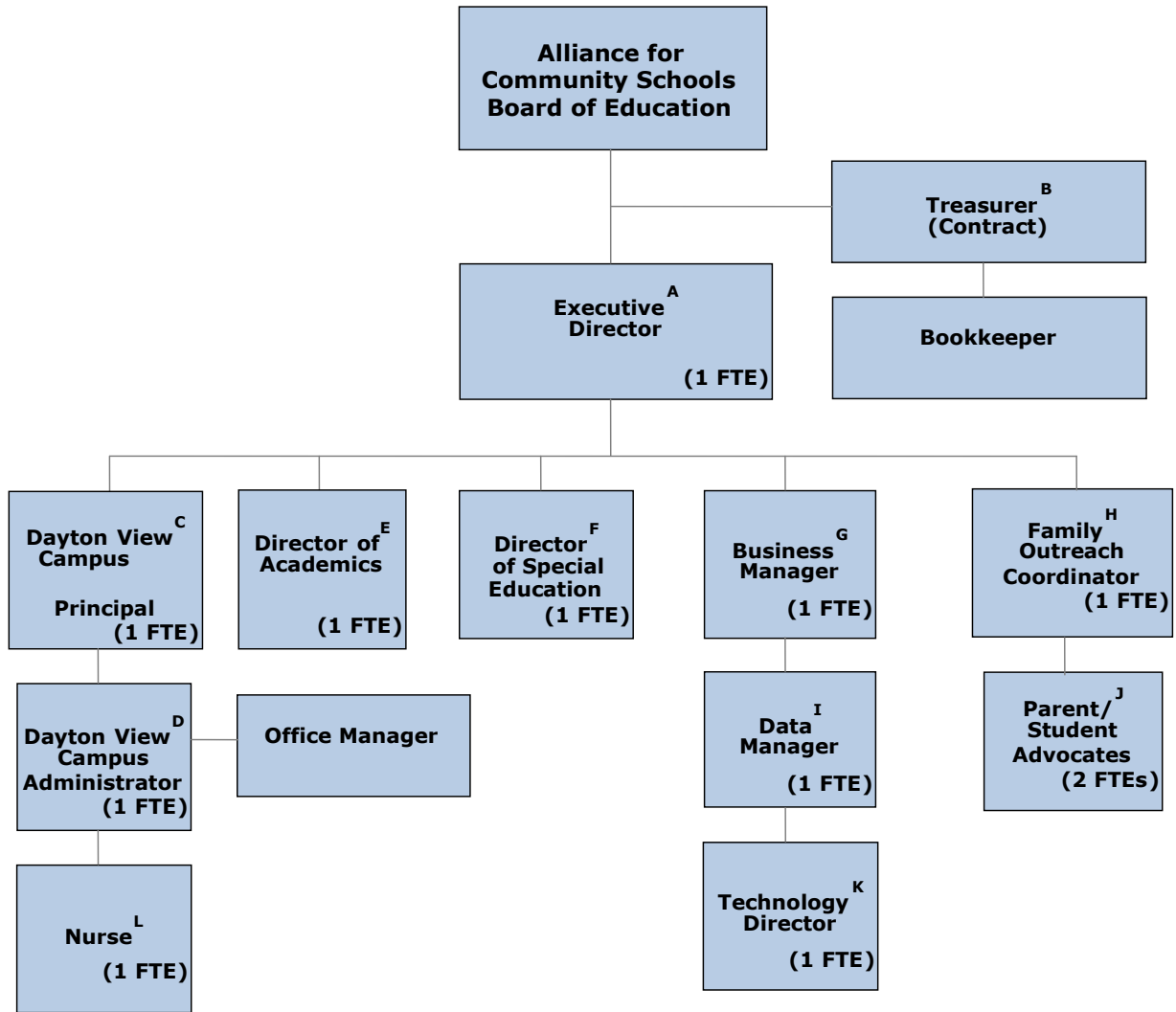
DLA-DVC will follow all applicable state and federal requirements related to the retention of records.

#### **C.4 Staffing and Human Resources**

DLA-DVC’s plan to attract, develop and retain excellent teachers and staff in urban education includes:

1. Create a committee to design and implement a performance management process for DLA-DVC staff. Key elements of this process will be to develop student achievement goals and results, individual strategies to enhance each teacher’s professional expertise and contribution to the vision and plan for DLA-DVC.
2. Assign mentors to first-year or teachers new to the school.
3. Recruit and train effective leaders for house teams who can implement the DLA-DVC plan and reinforce the core values of DLA-DVC school culture.
4. Reinforce opportunities for teacher support through house teams and social activities.
5. Reinforce distributed leadership practices of teacher involvement beyond the classroom.
6. Develop university, community partnerships and consultants in support of the performance management process and attraction of teachers.
7. Maintain and reinforce rigorous interview practices.
8. Develop a “case” for why prospective teachers should choose DLA-DVC.
9. Recruit teachers from programs and schools with an African-American presence.

The following proposed staffing plan incorporates the recommendations of Strategic Leadership Associates for greater alignment, effectiveness, and efficiency at ACS. The staffing plan supports the strategic goals and objectives and initiatives outlined in the strategic plan. The staffing plan reflects administrative and supervisory positions of the organization, which is subject to change at the discretion of the Board.



The following key leadership responsibilities represent an outline of the realignment and restructuring of accountability for recommended ACS positions.

Executive Director

- Legislative Affairs
- Sponsor Relationships
- Board Relationships
- Leadership Team Meetings
- Strategic Planning Development
- Leadership Development
- Talent Development
- ODE and ESC Relationships
- Human Resource Planning
- School Report Card and Performance Benchmarks
- Discipline Appeals/Expulsions
- Performance Management Systems
- Fiscal Oversight and Compliance

Treasurer (Contract)

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

DLA - DVC Principal

- Chief Instructional Leader
- Staff Development and Lead Teachers
- Instructional Leadership
- OIP implementation
- Family Relations
- Teacher Performance Management Process
- Critical Discipline Cases
- DLA Leadership Team
- Strategic Plan Accountability
- Grants Management

Director of Academics

- Lead Teacher Development
- Professional Development All Subjects
- Develop and implement staff performance management process and student learning plans (SLP)
- In Class Modeling and Coaching

- OIP implementation
- Transition to Common Core-College and Career Ready Standards (CCRS)
- Data-Driven Intervention Coordination
- Administration of School-wide Assessments
- Liaison with government regulations
- Student Data Analysis

#### Director of Special Education

- Special Teacher Supervision
- RTI Team Leadership in each Building
- Compliance
- OIP implementation
- Student Advocacy
- IEP Family Advocate
- SPED Data Analysis and Planning
- Co-Teaching
- Teacher Professional Development

#### Business Manager

- Facility Management
- Transportation
- Grant Development
- School Data Oversight
- H.R. Administration
- Sponsor, State and Federal Compliance Reporting
- Vendor Management
- Purchasing

#### Family Outreach Coordinator

- Parent and Family Involvement
- Recruitment
- Retention
- Home School Communications
- Social Media
- Community Outreach and Partnerships
- Parent and Student Ambassadors
- Application and Withdrawal Process
- Parent/Student Advocate Oversight and Supervision



### **C.5 Professional Development**

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

Teachers participate in HQPD weekly for 45 minutes during the school year. They also participate in four days of professional development before school begins and for three full days during the school year.

New teachers participate in the Resident Educator Mentorship Program to assist in their development. Structured observations and coaching by Teacher Leaders builds new teachers' skills, giving them the intensive support they need to succeed. Additionally DLA-DVC partnership with Teach for America (TFA) provides collaborative and regular support for those teachers with DLA-DVC under the agreement between TFA and ACS.

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

### **C.6 Student Recruitment and Enrollment**

The Strategic plan includes the following multi-year objective for the recruitment and retention of DLA-DVC students and families.

#### Attract and Retain Parents and Students Year Round to Achieve DLA-DVC Capacity for Successful Schools

- Generate a year-round strategic enrollment management program that promotes a distinctive “case” for DLA-DVC.
- The enrollment management program needs to feature data regarding DLA-DVC students' success, comprehensive communications plan and expanded Board representation and connections to families.
- Channel parent communications messaging through teachers.
- Develop relationships with ethnic and culturally-distinct churches.
- Implement the “next steps” of meeting next year's teacher in the current year (Welcome Program).
- Expand relationships and exposure to alumni.

- Use student ambassadors as “Big Brother/Sister” for K-3 and new students.

### *Enrollment Plan*

DLA-DVC will hold a re-registration period for current families that guarantees them a seat if they complete and submit re-registration materials by May 24. Following re-registration, DLA-DVC will accept re-registration of remaining current students and accept applications from new students. Depending on enrollment as of June 10, DLA will accept returning students and conduct a lottery for new student applicants by June 14. Seats not filled by returning students will be made available to new students in grades 1-8. Class sizes will be capped at 22 students per class in grades K-2, and 25 students per class in grades 3-8. Additional sections of K-5 grade levels would be added once the number of additional applicants reaches 18 students on the waiting list per section for grades K-2, and 15 students on the waiting list per section for grades 3-5. Each grade level, kindergarten through fifth, is not to exceed four sections.

Grades 6-8 will be departmentalized and capped at 100 students total, in grades six through eight, with four teachers. If the waiting list of students reaches an additional 80 students in grades six through eight, an additional team of teachers will be hired and DLA-DVC will offer new sections in grades 6-8 to accommodate the 80 students on the wait list. In total, grades 6-8 would not exceed 180.

### **C.7 Community Partnerships**

DLA-DVC community partners offer a wide range of resources that are valuable to DLA-DVC families. These resources include people who volunteer their time; organizations that offer enrichment opportunities; businesses that offer 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 DLA-DVC partners by opening DLA-DVC doors for use of the buildings, and serving as a clearinghouse for family and student referrals to social service programs and community service projects. Not only are DLA-DVC community partners available to impact DLA-DVC students and families, they are also a viable instrument in providing professional development seminars and training for DLA-DVC staff.

- Samaritan Behavioral Inc. Provides school-based mental health assessments.
- Eastway Behavioral Services. Provides school-based mental health assessments.
- Hannah's Treasure Chest. Provides DLA families in need of coats, hats, gloves etc.
- Aramark Food Co. Donates food and volunteers time coaching DLA-DVC girls' basketball team.
- Leukemia and Lymphoma Foundation. DLA partner with organization each year to help raise money for the foundation through their Pennies for Patients Program.
- Start Right. Intervention program implemented through the Montgomery County Juvenile Court. This program helps DLA parents/student that may be having attendance issues. Some of the interventions that are involved include: parenting classes; working with the diversion team to determine barriers which hinder student's regular attendance.

- Miami Valley Child Development Center. Provides classrooms for daycare in DLA-DVC.
- Montgomery County Children's Services (CS). CS provide services to DLA-DVC by assisting families that may be displaced or other issues that may be disrupting a child from learning such as abuse, neglect, etc.
- Sinclair Community College Young Scholars Program. This partnership allows DLA-DVC students the opportunity to learn computer skills, OGT prep, time management and other professional skills.
- Smiles Program. Mobile dental practice that comes twice yearly to service DLA-DVC students.
- Shoes for the Shoeless. This organization assists families by supplying shoes and socks during the course of the school year.

### **C.8 Parent Engagement**

In DLA-DVC's strategic plan, the following objectives are to be achieved in the next 3-5 years thorough the creation of a Comprehensive Family and Community Support Network:

1. Develop a Family and Civic Engagement Team (FCET) to include community partners, families and DLA staff. (OIP)
2. Provide effective notification of school programs, resources and activities to families through a variety of communication methods. (OIP)
3. Conduct a series of parent participation activities that include training to be instructional aides, how to help their students at home and online learning tools they can do at home. (OIP)
4. Each teacher will make at least five positive behavior contacts with parents each week. (OIP)
5. FCET will monitor implementation of the OIP and suggest revisions as needed (OIP)
6. Create a Community Resource Guide which will reflect partnership organization and other family resources. (OIP)
7. FCET will develop a process for staff to refer families to school and community resources. (OIP)
8. Identify and expand DLA-DVC partnerships with family service organizations (i.e., health and wellness, job and family services, etc.) to link them to DLA-DVC families through referrals and by hosting programs at DLA-DVC.
9. Develop comprehensive child care services, including preschool, before school, and after school.

At the end of each month the "Eagle Update" a school-wide newsletter is sent to home with all students, and published on the DLA-DVC website, to inform everyone of what is happening at school. House teams collaborate together for the weekly communication to include specific classroom information.

In carrying out Title I parental involvement requirements, DLA-DVC will provide full opportunities for the participation of all families including those with limited English proficiency, parents/guardians with disabilities, parents/guardians with migratory children, and homeless families. Information and school reports will be provided in an understandable and

uniform format and upon request, created in alternate languages for families to understand. Family involvement programs, activities, and procedures will be planned and operated with meaningful consultation with parents/guardians and participating children. Open forum Parent Meetings are scheduled at least 3 times annually providing guardians an opportunity to interact and converse directly with DLA's Administration. DLA-DVC Parent Ambassadors provide consistent support and insight.

### **C.9 Means for Achieving Racial and Ethnic Balance**

The Community School will achieve a racial and ethnic balance reflective of the community it serves by abiding by all legal admission policies outlined in Ohio laws. The Community School will be non-sectarian in its programs, admissions policies, employment practices and all operations, will not charge tuition and will not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability. The Community School will annually review its demographic data. If a significant difference in the racial and ethnic balance of the Community School's home city and/or district and the racial and ethnic balance of the school exists, the Governing Authority may take action to address the difference, which may include but not be limited to a review and changes to its 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 for a period of seven years; ensure that STRS and SERS contributions are current; clarify COBRA benefits; inform staff of the date medical benefits end; ensure that each faculty's Local Professional Development Committee (LPDC) is current and available to staff; and, provide a clear, written timeline of the closing process to all staff.

### **C.11 Race to the Top**

If the school is the recipient of moneys 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.

**EXHIBIT 4: ACADEMIC AND ORGANIZATIONAL PERFORMANCE PLAN FOR  
ELEMENTARY AND MIDDLE SCHOOLS**

## **EXHIBIT 4: ACADEMIC AND ORGANIZATIONAL PERFORMANCE PLAN FOR ELEMENTARY AND MIDDLE SCHOOLS**

*As new state standards, assessments, and state and federal accountability metrics are implemented by the Ohio Department of Education, the SPONSOR and the GOVERNING AUTHORITY agree to amend, within 60 days of formal state implementation, Exhibits 1 (Education Plan) and 4 (Academic and Organizational Performance Plan) of this Contract to reflect the changes.*

Pursuant to Article III of this Contract, the Academic and Organizational Performance 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. Each of these Requirements may also be considered in connection with a decision regarding probation, suspension, termination and renewal or non-renewal of this Contract.

### **SECTION A: ACADEMIC PERFORMANCE**

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

- 1) **Is the Community School rated, at a minimum, “C” and on a clear trajectory toward “B”, and “A” on the state’s academic rating system? See Section (A)(1) of this Exhibit.**
- 2) **Is the Community School outperforming comparable schools (e.g. local district schools, and similar community schools statewide)? See Section (A)(2) of this Exhibit.**
- 3) **Are the students enrolled in the Community School making substantial and adequate academic gains over time, as measured using the state’s value-added analysis? See Section (A)(3) of this Exhibit.**
- 4) **Has the Community School developed, and demonstrated that it has met, school-specific indicators of success that go beyond statutory minimum requirements for student outcomes? See Section (A)(4) of this Exhibit.**

### **INDICATORS OF ACADEMIC SUCCESS**

All grades 3-8 public school students must participate in the Ohio’s state assessments. The school must administer all required state achievement assessments in reading, mathematics, social studies and science. These state assessments will serve as the primary indicators of academic performance for the Community School.

### **SECTION (A)(1). STATE RATING PERFORMANCE REQUIREMENTS FOR THE COMMUNITY SCHOOL**

**IS THE COMMUNITY SCHOOL RATED AT LEAST A “C” ON ALL PERFORMANCE MEASURES OF THE SCHOOL’S REPORT CARD FOR WHICH A LETTER GRADE IS ISSUED, AND AT LEAST A “C” OVERALL, ON THE STATE’S ACADEMIC RATING SYSTEM?**

**Requirement (A)(1)(a):** The Community School will be rated at least a “C” and will show marked progress towards a state rating of ”B” and “A” as defined by the Ohio Department of Education, on the following report card performance measures:

**REQUIRED ACADEMIC PERFORMANCE MEASURES**

<b>Performance Measure</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Annual measurable objectives			
Performance index score			
Extent to which performance indicators are met			
FDLA-DVC and five year adjusted cohort graduation rate			
Overall value added score (or other progress measure if adopted by the State Board of Education)			
Value added scores			
Progress in improving K-3 literacy			
Overall letter grade	NA		
Gap closing	NA		
Achievement	NA		
Progress	NA		
Graduation	NA		
K-3 literacy	NA		
Prepared for success	NA		

**SECTION (A)(2). ACADEMIC PERFORMANCE OF THE COMMUNITY SCHOOL RELATIVE TO COMPARABLE SCHOOLS**

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

**Requirement (A)(2)(a):** The Community School will outperform the home district average – the district in which it is located – on all reading, mathematics, social studies and science portions of the state’s proficiency/achievement assessments.

**Requirement (A)(2)(b):** The Community School will outperform the state community school average on all reading, mathematics, social studies and science portions of the state’s proficiency/achievement assessments.

**SECTION (A)(3). ACADEMIC PERFORMANCE OF STUDENTS ENROLLED IN THE COMMUNITY SCHOOL OVER TIME**

**ARE THE STUDENTS ENROLLED IN THE COMMUNITY SCHOOL MAKING SUBSTANTIAL AND**

## **ADEQUATE GAINS OVER TIME, AS MEASURED USING VALUE-ADDED ANALYSIS?**

**Requirement (A)(3)(a):** The Community School will receive an overall composite score on the state's value-added measure that indicates that more than one year of progress has been achieved in both reading and mathematics. In the event there are amendments to, or a successor version of, Ohio's growth measure (a.k.a. "Value Added"), the Community School will demonstrate results showing better than average performance on the amended or successor growth measure.

## **SECTION (A)(4). UNIQUE INDICATORS OF SUCCESS**

**HAS THE COMMUNITY SCHOOL DEVELOPED, AND DEMONSTRATED THAT IT HAS MET, SCHOOL-SPECIFIC INDICATORS OF SUCCESS THAT GO BEYOND STATUTORY MINIMUM REQUIREMENTS FOR STUDENT OUTCOMES?**

**Requirement (A)(4)(a):** The Community School has developed (see Exhibit 1, section A.7 of this Contract), and demonstrated that it has met, school-specific goals that go beyond state statutory minimum student performance requirements.

## **SECTION B: FINANCIAL VIABILITY**

Key Questions used by the SPONSOR in gauging the Community School's Financial Viability include:

- 1.) Is the Community School a low to moderate risk financially?**
- 2.) Is the Community School a good steward of public funds?**
- 3.) Do enrollment trends indicate that the Community School is growing or, if at capacity, has a waiting list of students that wish to enroll?**

### **INDICATORS OF FINANCIAL VIABILITY**

The financial viability of the Community School is assessed by examining the financial statements submitted by the Community School to the SPONSOR, required annual state audits, and the Community School's enrollment trends.

## **SECTION B(1). SCHOOL FINANCIAL RISK**

**IS THE COMMUNITY SCHOOL A LOW TO MODERATE RISK FINANCIALLY?**

**Requirement (B)(1)(a):** Total assets (i.e., all asset classes) exceed total liabilities.

**Requirement (B)(1)(b):** The Community School has at least two months of cash reserves to expenditures.

**Requirement (B)(1)(c):** Eighty percent of invoices are paid within a thirty day period



from issuance.

## **SECTION B(2). STEWARDSHIP OF PUBLIC FUNDS**

### **IS THE COMMUNITY SCHOOL A GOOD STEWARD OF PUBLIC FUNDS?**

**Requirement (B)(2)(a):** The Community School has been auditable for each year of the term of this Contract.

**Requirement (B)(2)(b):** The Community School has not been issued findings for recovery in any audit during the term of this Contract, from the Ohio Auditor of State.

**Requirement (B)(2)(c):** Any non-compliance, deficiencies, material weaknesses or findings issued to the school by the auditor of state have been corrected in the Community School's audit for the year immediately following the year in which the citations were issued.

## **SECTION B(3). ENROLLMENT TRENDS**

### **DO ENROLLMENT TRENDS INDICATE THAT THERE IS STEADY DEMAND FOR THE COMMUNITY SCHOOL?**

**Requirement (B)(3)(a):** Unless the maximum number of students, as set forth in this Contract, has been reached, the Community School's overall enrollment has increased from the previous year, for each year of the term of this Contract.

**Requirement (B)(3)(b):** The Community School has a waiting list of students, in at least some grades if not overall, who intend to enroll when space becomes available.

## **SECTION C: OPERATIONAL AND GOVERNANCE VIABILITY**

Key Questions used by the SPONSOR in gauging the Community School's Operational and Governance Viability include:

- 1.) Does the Governing Authority have a strategic plan, and is the Governing Authority adhering to and making progress against that plan?**
- 2.) Have Governing Authority actions been free of conflicts of interest?**
- 3.) Has the Community School, overall, met SPONSOR's compliance requirements?**

### **INDICATORS OF OPERATIONAL AND GOVERNANCE VIABILITY**

The Operational and Governance Viability of the Community School will be assessed by examining board performance against its strategic plan, avoidance of conflicts of interest, and satisfaction of the SPONSOR's compliance requirements.

## **SECTION C(1). GOVERNING AUTHORITY'S STRATEGIC PLAN**

**DOES THE GOVERNING AUTHORITY HAVE A STRATEGIC PLAN, AND IS THE GOVERNING AUTHORITY ADHERING TO AND MAKING PROGRESS AGAINST THAT PLAN?**

**Requirement (C)(1)(a):** The Governing Authority has a well-developed, comprehensive strategic plan, that is likely to result in an academically high performing, financially viable school long-term.

**Requirement (C)(1)(b):** The Governing Authority is adhering to, and making progress on, its strategic plan.

**SECTION C(2). ETHICS**

**HAVE BOARD ACTIONS BEEN FREE OF CONFLICT OF INTEREST?**

**Requirement (C)(2)(a):** Governing Authority actions have been free of conflicts of interest, as evidenced by the Community School's audit and a review of board minutes.

**Requirement (C)(2)(b):** The Governing Authority has not had any matters referred to the Ohio Ethics Commission.

**SECTION C(3). COMPLIANCE**

**HAS THE COMMUNITY SCHOOL, OVERALL, MET THE SPONSOR'S COMPLIANCE REQUIREMENTS?**

**Requirement (C)(3)(a):** The Community School's submissions to the SPONSOR's Epicenter system are at least 90 percent accurate and complete, for each year of the term of this Contract.

**Requirement (C)(3)(b):** The Community School's submissions to the SPONSOR's Epicenter system are at least 90 percent on-time, for each year of the term of this Contract.

**Requirement (C)(3)(c):** Site visit records compliance is at least 90 percent compliant, in each category reviewed, for each year of the term of this Contract.

## **EXHIBIT 5: LETTER OF APPROVAL TO OPERATE**

## **EXHIBIT 5: LETTER OF APPROVAL TO OPERATE**

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

Dayton Leadership Academies – Dayton View Campus  
1416 West Riverview Ave  
Dayton, OH 45402  
IRN number 133454, to begin operations for the 2013-14 academic year.

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

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

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

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

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

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

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

## **EXHIBIT 6: STATEMENT OF ASSURANCES**

## EXHIBIT 6: STATEMENT OF ASSURANCES

Pursuant to section 3314.19 of the Ohio Revised Code, the SPONSOR 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:

Sponsors are required to submit assurances annually for each of their schools to the Office of Community Schools at least ten business days prior to any of the following occurrences:

- A community school's first day of instruction in each academic year;
- When a school changes location; and,
- When a school adds a new facility.

Sponsor: \_\_\_\_\_

School Name: \_\_\_\_\_

IRN# \_\_\_\_\_ County: \_\_\_\_\_

School Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City

State

Zip

School Mailing Address: \_\_\_\_\_

\_\_\_\_\_

City

State

Zip

School Building  
Phone: \_\_\_\_\_

School Building  
Fax: \_\_\_\_\_

***Please indicate the number of additional facilities associated with this school (IRN) (Complete a separate sheet for each additional facility)*** \_\_\_\_\_

Grade Levels per contract: \_\_\_\_\_ Grade Levels Served in each facility: \_\_\_\_\_

OEDS-R  
Administrator: \_\_\_\_\_

OEDS-R Administrator E-mail  
address: \_\_\_\_\_

«OEDSR\_Phone\_Ar  
ea\_Code»  
«OEDSR\_Phone\_Nu  
mber»

OEDS-R Administrator Phone: \_\_\_\_\_ OEDS-R Administrator  
Fax: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Treasurer E-mail address: \_\_\_\_\_

Treasurer      «Treasurer\_\_Phone\_Area\_Code»      Treasurer  
Phone:      «Treasurer\_\_Phone\_Number»      Fax: \_\_\_\_\_

Superintendent: \_\_\_\_\_

Superintendent Email: \_\_\_\_\_

Superintendent      «Supt\_Phone\_Area\_Code»«Supt\_Phone\_Number»      Fax:  
Phone:      \_\_\_\_\_

I assure that: **(Please check each item with a mark that is found to be in compliance with OAC 3301-102-05).**

- ☐ A copy of the community school's current contract and any subsequent modifications is on file with the Office of Community Schools;
- ☐ The sponsor has a copy of the school's plan for providing special education and related services to students with disabilities and the school has demonstrated the capacity to provide those services in accordance with Chapter 3323 of the Revised Code and federal law;
- ☐ The school has a plan and procedures for administering the achievement tests and diagnostic assessments as prescribed by sections 3301.0710, 3301.0712 and 3301.0715 of the Revised Code;
- ☐ The school's personnel have the necessary training, knowledge, and resources to properly use and submit information to all databases maintained by the department for the collection of education data, including the Education Management Information System (EMIS) established under section 3301.0714 of the Revised Code in accordance with methods and timelines established under section 3314.17 of the Revised Code;
- ☐ All required information about the school has been entered/updated in the Ohio Education Directory System (OEDS-R) or any successor system;



- ☐ The school has enrolled at least the minimum number of students required by division (A)(11)(a) of section 3314.03 of the Revised Code in the 2012-2013 school year;
- ☐ All classroom teachers are licensed in accordance with sections 3319.22 to 3319.31 of the Revised Code, except for non-certificated persons engaged to teach up to twelve hours per week pursuant to section 3319.301 of the Revised Code;
- ☐ The school's fiscal officer is in compliance with section 3314.011 of the Revised Code;
- ☐ The school has on file both BCII and FBI criminal records checks for all licensed and unlicensed employees including private contractors providing on and offsite student services and that the school has conducted a criminal records check of each of its governing authority members.
- ☐ The school holds all of the following:
  - ☐ Proof of property ownership or a lease for the facilities used by the school;
  - ☐ A certificate of occupancy;
  - ☐ Liability insurance for the school, as required by division (A)(11)(b) of section 3314.03 of the Revised Code, that the sponsor considers sufficient to indemnify the school's facilities, staff, and governing authority against risk;
  - ☐ A satisfactory health and safety inspection;
  - ☐ A satisfactory fire inspection; and,
  - ☐ A valid food permit, if applicable.
- ☐ The sponsor has conducted a pre-opening site visit to the school for the 2012-2013 school year or prior to a school offering instruction in a new facility or moving during the 2012-2013 school year;
- ☐ The school has designated a date it will open for the 2012-2013 school year that is in compliance with division (A) (25) of section 3314.03 of the Revised Code; and,
- ☐ The school has met all of the sponsor's requirements for opening and any other requirements of the sponsor.

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Name of Sponsor Representative:  
**Please Print**

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Title of Sponsor Representative:  
**Please Print**

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Sponsor Authorized Signature:

---

Date

**The items below are not required to be completed as part of the Sponsor Assurance on-site visit but are requirements listed elsewhere in statute.**

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

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

**Send the signed form as a PDF to your lead consultant in the Office of Community Schools. If you do not know the name of your lead consultant or the e-mail address, please contact the Office at 614-466-7058 or you may locate the appropriate lead consultant in the List of Sponsors and OCS Lead Consultants on the office webpage at <http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=1168&ContentID=9473&Content=82272>**

## **EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY**

## **EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY**

### **Dayton Leadership Academies – Dayton View Campus GOVERNING AUTHORITY**

Name	Role	Term	Address
Ellen Ireland	President	4/2011 – 3/2014	1416 W. Riverview Ave. Dayton, OH 45402
Dr. Pamela Ellis	Member	1/2012 – 12/2014	1416 W. Riverview Ave. Dayton, OH 45402
David Greer	Member	1/2013 – 12/2015	1416 W. Riverview Ave. Dayton, OH 45402
Rev. Vanessa Ward	Member	9/2012 – 8/2015	1416 W. Riverview Ave. Dayton, OH 45402
Gayle Bullard	Member	12/2012 – 11/2015	1416 W. Riverview Ave. Dayton, OH 45402

## **EXHIBIT 8: RELATED PARTY DISCLOSURE FORM**

## EXHIBIT 8: RELATED PARTY DISCLOSURE FORM

The Community School agrees that it will submit this form annually to SPONSOR's Epicenter system, on the date set forth by the SPONSOR.

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

Ohio Ethics Law and related statutes prohibit an official from:

- Authorizing the employment of a family member; and,
- Using the authority or influence 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.

I acknowledge that no official at \_\_\_[School Name]\_\_\_ has authorized the employment of any family members. Family members, regardless of where they reside, are defined as the following: spouse, children (whether dependent or not); siblings; parents; grandparents; grandchildren; and, any other person related by blood or by marriage and living in the same household.<sup>1</sup>

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

Related party #1	Role	Related party #2	Role

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. Additionally, no related parties are involved in employment evaluations, determinations regarding compensation and benefits, or determinations regarding promotions.

\_\_\_\_\_  
School Leader

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governing Authority Representative

\_\_\_\_\_  
Date

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

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