

# **MASTER CONTRACT**

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

**Dated as of July 1, 2017**

COMMUNITY SCHOOL CONTRACT

TABLE OF CONTENTS

<u>Contract Section</u>	<u>Page Number</u>
<u>Article I.</u> Purpose	3
<u>Article II.</u> Term	4
<u>Article III.</u> Responsibilities of the GOVERNING AUTHORITY	5
<u>Article IV.</u> Responsibilities of the SPONSOR	16
<u>Article V.</u> Compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Improvement Act of 2004	17
<u>Article VI.</u> School Facilities and Property; Site Visits	18
<u>Article VII.</u> Letter of Approval to Operate	18
<u>Article VIII.</u> Probationary Status	19
<u>Article IX.</u> Suspension of Operation	20
<u>Article X.</u> Expiration/Termination of Contract	22
<u>Article XI.</u> Contract-Termination Contingencies	24
<u>Article XII.</u> Governing Law	25
<u>Article XIII.</u> Limitation on Liability/Disclaimer of Liability/Covenant against Suit	25
<u>Article XIV.</u> Assignment	25
<u>Article XV.</u> Amendments or Modifications	26
<u>Article XVI.</u> Severability	26
<u>Article XVII.</u> No Child Left Behind	26
<u>Article XVIII.</u> Dispute-Resolution Procedure	26
<u>Article XIX.</u> Discrimination Policy	27
<u>Article XX.</u> Entire Agreement	27
<u>Article XXI.</u> Notice	28
<u>Article XXII.</u> Nonwaiver	29
<u>Article XXIII.</u> Force Majeure	29
<u>Article XXIV.</u> No Third-Party Rights	29
<u>Article XXV.</u> Nonagency	29
<u>Article XXVI.</u> Statement of Assurances for Start-Up Schools	30
<u>Exhibit 1:</u> Education Plan	31
<u>Exhibit 2:</u> Financial Plan	41
<u>Exhibit 3:</u> Governance Plan	46
<u>Exhibit 4:</u> Academic and Organizational Accountability Plan	56
<u>Exhibit 5:</u> Letter of Approval to Operate	61
<u>Exhibit 6:</u> Statement of Assurances for Start-Up Schools	63
<u>Exhibit 7:</u> Roster of Governing Authority	65
<u>Exhibit 8:</u> Related-Party Disclosure Form	66
<u>Exhibit 9:</u> Facilities Addendum	68
<u>Exhibit 10:</u> Blended-Learning Requirements	70

**COMMUNITY SCHOOL CONTRACT**

**COMMUNITY SCHOOL CONTRACT  
DAYTON EARLY COLLEGE ACADEMY**

This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective July 1, 2017, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of Dayton Early College Academy, located at 300 College Park, Dayton, Ohio 45469 (hereinafter the “Community School”).

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

**Article I. Purpose**

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

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

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

The Community School may not use the name of the SPONSOR or any assumed name, trademark, division, or affiliation of the SPONSOR in any of the Community School’s or the GOVERNING AUTHORITY’s promotional advertising, contracts, or other materials without the SPONSOR’s prior written consent, except that the Community School or the GOVERNING AUTHORITY may include the following statement in such materials: “Dayton Early College Academy is sponsored by the Thomas B. Fordham Foundation.”

# COMMUNITY SCHOOL CONTRACT

## Article II. Term

The term of this Contract shall be for a period of one year(s) commencing July 1, 2017, and ending June 30, 2018, with an automatic four-year renewal, effective July 1, 2018–June 30, 2022 (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 Accountability Plan).

The renewal or nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of nonrenewal of this Contract, and in accordance with Code Section 3314.07, the SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application by January 15 in the year in which the Sponsor intends to take action not to renew the Contract. In the event that renewal is not approved, then the parties to this Contract shall fulfill their respective obligations hereunder to the end of the term pursuant to Articles II and XI of this Contract. Notwithstanding any obligations pursuant to Article X, once the GOVERNING AUTHORITY has received notice of a nonrenewal decision, the GOVERNING AUTHORITY is free to contact other sponsors within the state if permitted to do so under Code Section 3314.07(B)(5). In the event that the Renewal Application is granted, the SPONSOR may enter into a proposed Contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a Renewal Application.

If the GOVERNING AUTHORITY of the Community School does not intend to renew the Contract with the SPONSOR, the GOVERNING AUTHORITY of the Community School

## COMMUNITY SCHOOL CONTRACT

shall notify the SPONSOR in writing of that fact at least one hundred eighty (180) days prior to the expiration of the Contract pursuant to Article X of this Contract. The GOVERNING AUTHORITY of the Community School may enter into a Contract with a new SPONSOR in accordance with Code Section 3314.03 upon the expiration of this Contract.

### **Article III. Responsibilities of the GOVERNING AUTHORITY**

The GOVERNING AUTHORITY agrees to comply with provisions established under Chapter 3314 of the Code applicable to community schools. Pursuant to and in accordance with Code Sections 3313.131 and 3314.02(E), all members of the GOVERNING AUTHORITY must be eligible to serve in such capacity.

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

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

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

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

The GOVERNING AUTHORITY represents that its Commercial General Liability policy expressly covers Corporal Punishment Liability and Athletic Participation Medical Liability. In addition to any existing insurance policies, the GOVERNING AUTHORITY agrees to negotiate in good faith with the SPONSOR to determine the types and amounts of other insurance policies that it shall acquire and maintain in place. At a minimum, however, the GOVERNING AUTHORITY agrees to maintain insurance policies for the following types and amounts of coverage: commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; automobile liability insurance of one million dollars (\$1,000,000); employee-dishonesty insurance with limits of five hundred thousand dollars (\$500,000); and educators legal liability insurance (which shall include coverage of trustees and officers of the Community School) with limits of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. The GOVERNING

## COMMUNITY SCHOOL CONTRACT

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 to which they agreed. All such insurance policies shall contain a provision requiring notice to the SPONSOR at least thirty (30) days in advance of any material change, nonrenewal, or termination, to the attention of President, The Thomas B. Fordham Foundation, 1016 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, 15 West Fourth Street, Suite 430, Dayton, OH 45402, Attn: Vice President for Sponsorship and to Thomas A. Holton/Charles Y. Kidwell, Porter, Wright, Morris & Arthur LLP, Suite 1600, One South Main Street, Dayton, Ohio 45402-2028.

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

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

## COMMUNITY SCHOOL CONTRACT

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

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

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

## COMMUNITY SCHOOL CONTRACT

In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. Such policy shall provide for withdrawing the student by the end of the thirtieth (30th) day after the student has failed to participate. In accordance with Code Section 3314.03(A)(11)(a), the Community School shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year. In accordance with Code Sections 3314.03(A)(27) and (28), the Community School's attendance and participation policies will be available for public inspection, and the Community School's attendance and participation records will be made available to the Ohio Department of Education, the state auditor, and the SPONSOR to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, any regulations promulgated under that act, and Section 3319.321 of the Code.

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

In accordance with Code Section 3314.03(A)(11)(d), the GOVERNING AUTHORITY shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.6411, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.7112, 3313.716, 3313.718, 3313.719, 3313.80, 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Code as if it were a school district and comply with Section 3301.0714 of the Code in the manner specified in Section 3314.17 of the Code.

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

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

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

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



## COMMUNITY SCHOOL CONTRACT

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

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

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

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

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

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

The GOVERNING AUTHORITY represents that the GOVERNING AUTHORITY will disclose any actual or potential conflict between any member of the GOVERNING AUTHORITY in his or her individual capacity and the Community School. To permit analysis of the existence of any actual or potential conflicts by the SPONSOR, the GOVERNING AUTHORITY shall submit to the SPONSOR, on a quarterly basis, the completed Related-Party Disclosure Form attached hereto as Exhibit 8.

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

## COMMUNITY SCHOOL CONTRACT

The Community School and GOVERNING AUTHORITY will comply with Sections 3302.04 and 3302.041 of the Code to the extent possible, except any action required to be taken by a school district pursuant thereto shall be taken by the SPONSOR—provided, however, that the SPONSOR is not required to take action under Section 3302.04(F) of the Code.

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

As consideration for the sponsorship of the Community School by the SPONSOR, the GOVERNING AUTHORITY or, as directed, the Community School will pay a sponsorship fee (the “Sponsorship Fee”) to the SPONSOR, on or before the tenth day of the month for the term of this Contract, of the total amount of payments for operating expenses that the school receives from the state. The Sponsorship Fee will be based on the number of full-time enrollment (FTE) from the Community School Settlement statement and will be the sum of 2 percent from a school’s total state support for the first 300 FTEs and 1.5 percent for all additional FTEs.

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

The sponsorship fee will increase to 2 percent for all FTEs and for the remainder of the school year should any of the following events occur:

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

Sponsorship Fees that remain unpaid for more than thirty days after they become due will accrue interest as follows: thirty to sixty (30–60) days will accrue 4 percent on any outstanding principal balance; sixty-one to ninety (61–90) days will accrue 6 percent on any outstanding principal balance; and ninety or more (90+) days will accrue 8 percent on any outstanding principal balance. The total state foundation payment is defined under the applicable regulations promulgated by the office of Community Schools of the Ohio Department of Education in accordance with applicable provisions of Ohio law. For purposes of this Contract and calculation of the sponsorship fee payable by the GOVERNING AUTHORITY to the SPONSOR pursuant to this article of the Contract, the components of total state foundation payment are the state formula amount, disadvantaged-pupil impact aid (DPIA), parity aid, and special education.

## COMMUNITY SCHOOL CONTRACT

The Community School and the GOVERNING AUTHORITY agree to cooperate with and assist the SPONSOR or its designee in providing the access, information, and data the SPONSOR requires at the SPONSOR's sole discretion. This expressly includes the SPONSOR's right to access all computer systems and websites hosted by the Ohio Department of Education to the extent that such access is necessary to fulfill the SPONSOR's monitoring obligations as set forth in Code Section 3314.03(D), as well as providing all necessary information and documentation to enable the SPONSOR to submit the assurances pursuant to Code Section 3314.19 in a timely manner. The Community School and the GOVERNING AUTHORITY understand and agree that the SPONSOR may contract with a third party, who will be a third-party beneficiary of this Contract, to perform the SPONSOR's oversight functions pursuant to this Contract.

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

### **A. Educational plan:**

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

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

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

## COMMUNITY SCHOOL CONTRACT

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

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

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

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

### **B. Financial plan:**

In accordance with Code Section 3314.03(A)(15), the GOVERNING AUTHORITY agrees to comply with the financial plan (“Financial Plan”) of the Community School, which details an estimated school budget for each year of the period of this Contract, specifies the total estimated per-pupil expenditure amount for each such year, and describes the financial policies, procedures, and internal financial controls of the Community School. Said Financial Plan is attached hereto as Exhibit 2 and incorporated by reference as if fully written herein. In accordance with Section 3314.042, the GOVERNING AUTHORITY further agrees to comply with the standards for financial reporting adopted under Section 3301.07(B)(2) of the Code. The GOVERNING AUTHORITY shall (i) confirm to the SPONSOR that the projected student enrollment reported to the Department of Education is accurate and (ii) calculate and report student enrollment thereafter, all in accordance with Section 3314.08, and expend funds received as required therein. In accordance with Code Section 3314.03(B), the Community School shall submit to SPONSOR a comprehensive plan as required therein, which shall include copies of all policies and procedures regarding internal financial controls adopted by the GOVERNING AUTHORITY.

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

## COMMUNITY SCHOOL CONTRACT

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

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

The GOVERNING AUTHORITY shall provide the SPONSOR with financial reports, enrollment records, and a reconciliation report for budgeted and actual costs and revenues every month, as required under Code Section 3314.023. Financial reports will be submitted in the form and format requested by the SPONSOR and, at a minimum, shall include cash-flow and income statements and balance-sheet information and may further include statements of revenues, expenses, and changes in net assets. The GOVERNING AUTHORITY will allow the SPONSOR to monitor the Community School's operations at the request of the SPONSOR.

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

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

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

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

### **C. Governance plan:**

The GOVERNING AUTHORITY agrees to comply with the policies and procedures for the management and administration of the Community School as set forth in the governance and

## COMMUNITY SCHOOL CONTRACT

administrative plan (“Governance Plan”), which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein.

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

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

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

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

The GOVERNING AUTHORITY agrees to comply with the admissions procedures as set forth in Section 3314.06 of the Code. In accordance with Section 3314.03(A)(19) of the Code, the GOVERNING AUTHORITY agrees to adopt an enrollment policy regarding the admission of students who reside outside the district and/or the state in which to Community School is located. The policy shall comply with the admissions procedures as specified in Sections 3314.06 and 3314.061 of the Code. Pursuant to Section 3314.08(F), the Community School may charge tuition for the enrollment of any student who is not a resident of Ohio.

In accordance with Code Section 3314.03(A)(7), the GOVERNING AUTHORITY agrees to comply with the portion of its Governance Plan, attached hereto as Exhibit 3 and

## COMMUNITY SCHOOL CONTRACT

incorporated by reference as if fully written herein, which sets forth the ways by which the Community School will achieve racial and ethnic balance reflective of the community it serves.

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

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

In accordance with Code Section 3314.10, the GOVERNING AUTHORITY agrees that the employment of teachers and nonteaching personnel by the Community School shall be as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein; 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 (AOIS) developed by the SPONSOR, including but not limited to (i) the participation of Community School staff in all required training and (ii) the timely response to all information requests related to the sponsorship information-management system.

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

The GOVERNING AUTHORITY agrees to notify the SPONSOR in writing within seven (7) business days of an existing GOVERNING-AUTHORITY member's resignation or a new GOVERNING-AUTHORITY member's appointment.

### **D. Accountability plan:**

The GOVERNING AUTHORITY agrees to assess student achievement of academic goals using the methods of measurement identified in the Academic and Organizational Accountability Plan ("Academic and Organizational Accountability Plan"), which is attached hereto as Exhibit 4 and incorporated by reference as if fully written herein. Such methods shall include the administration of Ohio's proficiency tests, achievement tests, diagnostic assessments, all applicable report-card measures set forth in Sections 3302.03 and 3314.017 of the Code, or any other statutory testing established for Ohio's students. The SPONSOR and GOVERNING AUTHORITY further agree to comply with any and all statutory amendments regarding student

## COMMUNITY SCHOOL CONTRACT

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 requirements pertaining to highly qualified teachers, public school choice, and supplemental-education services and corrective-action and restructuring mandates. The GOVERNING AUTHORITY will provide the SPONSOR with a written description of all actions it has taken to comply with applicable NCLB requirements by October 31.

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

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

### **Article IV. Responsibilities of the SPONSOR**

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

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

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



## COMMUNITY SCHOOL CONTRACT

accordance with the written agreement between the SPONSOR and the Ohio Department of Education.

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

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

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

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

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

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

The GOVERNING AUTHORITY shall comply with all the provisions set forth in Section 504 of the Rehabilitation Act of 1973 and shall not exclude a qualified handicapped person, based on 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 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 of which may avail itself under the Americans with Disabilities Act, the Rehabilitation Act of 1973, or any other applicable state or federal law.

**Article VI. School Facilities and Property; Site Visits**

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

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

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

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

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

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

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.

## COMMUNITY SCHOOL CONTRACT

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

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

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

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

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

If the SPONSOR approves the written proposed remedy submitted by the GOVERNING AUTHORITY, then the Community School shall remain on probationary status and the SPONSOR shall monitor the actions taken by the GOVERNING AUTHORITY to remedy the conditions that have warranted probationary status as specified by the SPONSOR. If the SPONSOR finds at any time that the GOVERNING AUTHORITY is no longer able or willing to remedy those conditions to the satisfaction of the SPONSOR, 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 (for example, financial insolvency or severe education programmatic inadequacy of the Community School), a Community School placed on probation pursuant to Article VIII of this Contract may remain in operation on probation for the remainder of the school year in which the notice of probation was received by the GOVERNING AUTHORITY, unless or until the Community School closes and ceases to operate for ten (10)

## COMMUNITY SCHOOL CONTRACT

consecutive business days during the period of probation for reasons other than closures scheduled on the academic calendar or force majeure events.

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

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

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

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

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

#### **A. Health and safety**

1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately 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

## COMMUNITY SCHOOL CONTRACT

written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.

5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, the Community School may reopen following notification by the SPONSOR that such suspension is no longer in effect.

### **B. Other**

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

1. The GOVERNING AUTHORITY's failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School
2. The GOVERNING AUTHORITY's failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management
4. The GOVERNING AUTHORITY's violation of any provisions of this Contract or applicable state or federal law
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 submitted by the GOVERNING AUTHORITY in a timely manner and either approve or disapprove the proposed remedy.

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

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

## COMMUNITY SCHOOL CONTRACT

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

### **C. Termination resulting from the suspension of school operations**

In accordance with Article X of this Contract and Ohio law, the SPONSOR may choose to terminate this Contract prior to its expiration if the SPONSOR has suspended the operation of the Community School. However, pursuant to Section 3314.072(E), the Contract shall become void if the GOVERNING AUTHORITY fails to provide a proposal to remedy the conditions cited by the SPONSOR as reasons for the suspension, to the satisfaction of the SPONSOR, by September 30 of the school year in which the operation of the Community School was suspended.

### **Article X. Expiration/Termination of Contract**

The expiration of the Contract between the SPONSOR and the GOVERNING AUTHORITY shall be the date provided in the Contract—provided, however, that the GOVERNING AUTHORITY may terminate this Contract upon one hundred eighty (180) days written notice to the SPONSOR of its intent to enter into a Community School Contract with a successor sponsor approved to be a sponsor of community schools by the Ohio Department of Education. If the SPONSOR decides to terminate the Contract prior to its expiration, then not later than the fifteenth day of January in the year in which SPONSOR intends to terminate this Contract, the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate the Contract pursuant to Code Section 3314.07. The SPONSOR may choose to terminate this Contract prior to its expiration for any of the following reasons:

1. The GOVERNING AUTHORITY's failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School
2. The GOVERNING AUTHORITY's failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management
4. The GOVERNING AUTHORITY's violation of any provisions of this Contract or applicable state or federal law
5. The Community School is insolvent or is bankrupt

## COMMUNITY SCHOOL CONTRACT

6. The Community School has insufficient enrollment to successfully operate a community school or has lost more than fifty (50) percent of its student enrollment from the previous school year
7. The Community School defaults in any of the terms, conditions, promises, or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY
8. The Community School's applicant(s), directors, officers, or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR's issuance of this Contract, Preliminary Agreement, or other legally binding document executed by the parties to this Contract, 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
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 nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07.

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

1. The date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the Contract
2. If an informal hearing is requested and, as a result of the informal hearing, the SPONSOR affirms its decision to terminate this Contract, the effective date of the termination specified in the notice of termination

If the SPONSOR learns that the Community School may receive a designation of "unauditable" from the Ohio Auditor of State, the Community School shall be subject to probationary status, suspension of operations, and termination or nonrenewal of the Contract. In the event that the Ohio Auditor of State declares the Community School to be "unauditable," the GOVERNING AUTHORITY shall comply with its obligations under Code Section 3314.51.

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

**Article XI. Contract-Termination Contingencies**

If the Community School permanently closes and ceases its operation or closes and ceases to operate, then (i) the Community School shall comply with Section 3314.074 of the Code and proceed according to the Contract-termination contingencies set forth in the Governance Plan, Exhibit 3, which is attached hereto and incorporated by reference as if fully written herein, and (ii) the designated fiscal officer of the Community School shall deliver all financial and enrollment records to the SPONSOR within thirty (30) days of the Community School's closure, in accordance with Section 3314.023 of the Code.

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

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

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



## COMMUNITY SCHOOL CONTRACT

In accordance with Section 3314.03(A)(20) of the Code, the GOVERNING AUTHORITY further recognizes the authority of the Ohio Department of Education to take over sponsorship of the Community School pursuant to Section 3314.015(C) of the Code.

### **Article XII. Governing Law**

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

### **Article XIII. Limitation on Liability/Disclaimer of Liability/Covenant against Suit**

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

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

The SPONSOR does not assume any liability with respect to any director, trustee, employee, agent, parent, guardian, student, subcontractor, or independent contractor of the GOVERNING AUTHORITY, and no such person shall have the right or standing to bring suit against the SPONSOR or any of its trustees, directors, employees, agents, subcontractors, or independent contractors as a result of the issuing, overseeing, suspending, terminating, or revoking of this Contract. The GOVERNING AUTHORITY hereby covenants not to sue the SPONSOR's directors, trustees, officers, employees, agents, or representatives for any matters that arise under this Contract. Furthermore, the GOVERNING AUTHORITY agrees to indemnify the SPONSOR for liabilities, causes of action, losses, and expenses (including reasonable attorney fees) for acts or omissions of the Community School, the GOVERNING AUTHORITY, and the Community School Treasurer to the fullest extent provided for and covered by insurance maintained by the Community School and GOVERNING AUTHORITY pursuant to Article III.

### **Article XIV. Assignment**

## COMMUNITY SCHOOL CONTRACT

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, whose 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 NCLB and its associated regulations.

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

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

- a. Members of the GOVERNING AUTHORITY shall meet with representatives of the SPONSOR
- b. Members of the GOVERNING AUTHORITY and the SPONSOR will make a good-faith effort to define the issues, clarify any miscommunications, and resolve contractual differences
- c. All agreed terms shall be placed in writing and signed by both parties

## COMMUNITY SCHOOL CONTRACT

- d. The GOVERNING AUTHORITY or the SPONSOR may initiate this process by providing written notice to the other party of their intent to initiate the dispute-resolution process

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

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

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

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

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

COMMUNITY SCHOOL 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 Early College Academy  
300 College Park  
Dayton, Ohio 45469  
Attn. Governing Board Chairperson

Copies to:  
The CEO/Superintendent  
300 College Park  
Dayton, Ohio 45469

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. Michael J. Petrilli

Copies to:

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

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

## COMMUNITY SCHOOL CONTRACT

### **Article XXII. Nonwaiver**

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

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

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

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

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

### **Article XXV. Nonagency**

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

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

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

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

By: 

**Michael J. Petrilli**  
President

DATE: May 26, 2017

**THE GOVERNING AUTHORITY OF  
Dayton Early College Academy**

BY:   
Governing Board Representative

DATE: 6/21/17

## EXHIBIT 1: EDUCATION PLAN

### A.1 Mission, vision, and educational philosophy

The Dayton Early College Academy (DECA) prepares future college students today to become the future leaders of our community tomorrow. DECA works to close achievement gaps, affording urban students access to a truly rigorous curriculum. As a starting point for planning the program and curriculum for DECA, one overriding focus is central: the goal of DECA's educational program is college preparation. All children should be expected to achieve success in school and be prepared to achieve success in college. Similar to most urban communities, Dayton faces complex problems in the education of its youth. The DECA philosophy encompasses an understanding of the challenges and implications for action.

DECA's organizational culture is driven by six core values: Put Students First, Demand Success, Invest Deeply in Relationships, Do What's Right, Prove Education Changes Lives, and Find Joy.

**Put students first:** At DECA, every enrolled student is a future college student. The focus on preparing students for college has taught DECA's faculty the importance of attending to the social, emotional, and financial challenges facing first-generation college students. The entire DECA program is focused on providing students what they need to be successful, including an emphasis on higher-level thinking skills, interpersonal and intrapersonal communication skills, global and multicultural concepts, and performance-based assessments.

**Demand success:** For low-income students, a college education is becoming one of the few ways to escape the cycle of insolvency all too familiar to their family and friends. It is essential for children of poverty to have schools that will hold them to extraordinarily high standards for success. DECA focuses on creating a culture of achievement, where learning expectations are fixed but the time to achieve them is variable. In practical terms, students are afforded opportunities to relearn, resubmit, and master material they previously worked to learn.

**Invest deeply in relationships:** Rather than expecting them to go through the DECA program on their own, each DECA student is assigned a teacher who serves as his or her advisor throughout the high school experience. This teacher/advisor is responsible for providing academic support as well as social and emotional guidance as the child matures and progresses through the DECA program.

**Do what's right:** DECA works to make explicit the implicit curriculum that often steers children from poverty away from a college experience. In addition to their traditional coursework, DECA students are required to complete a series of performance benchmarks called "Gateways." The Gateways are designed to demystify the college-going process and provide an opportunity to expose our students to many experiences necessary for success in their postsecondary life. Among other things, all DECA students are required to complete college courses, craft an autobiography, earn community service, participate in multiple job shadows, and complete internships through the

Gateway process. These experiences are designed to increase students' agency in their academic, professional, and personal lives.

**Prove education changes lives:** The power of high school students actually attending college classes on the college campus cannot be overstated. Students begin to mirror the academic behaviors of their college classmates and internalize the will to persevere through difficult subject matter and stressful family circumstances. DECA celebrations are centered on academic improvement; extracurriculars are academic competitions and activities. Community volunteers are recruited to tell their college journeys, including how they managed finances and loans, roommates from different cultures and levels of wealth, and so forth. The same focus on creating a community of college going will dictate practice in DECA.

**Find joy:** DECA is grounded in the sense that joy comes from hard work and the pursuit of meaning. DECA works to provide progressively more challenging and engaging learning experiences that will thoroughly prepare high school students for what they will face when they enter college full time. This effort will make higher education more accessible, affordable, and attractive for DECA graduates.

DECA's initial primary design elements were based on the work of the Big Picture Company and The Met School. The One Child at a Time—approach is based on personalized, rigorous, and relevant learning and students supported by strong adult relationships. Though these elements remain key elements of DECA's educational philosophy, David Conley's research published in *College Knowledge* provides many of the foundational beliefs that undergird DECA's practice. This landmark research delineates the cognitive skills and subject-area knowledge that college-bound students need to master to be successful in entry-level university courses.

## **A.2 Geographic boundaries**

DECA accepts only students who have established residence within the geographic boundaries of the Dayton Public Schools. Siblings of students who were enrolled in the previous school year have preference.

## **A.3 Curriculum and instruction**

DECA will develop and implement a curriculum that places emphasis upon the development of thinking skills and processes rather than the mere acquisition of information. "Process" refers to the methods of thinking emphasized by the teachers. Creativity, problem-solving, and good questioning strategies are embedded in teaching methods. The curriculum will use the core standards, developed in the Ohio Department of Education Model (<http://education.ohio.gov/Topics/Ohios-Learning-Standards>). Curriculum principles drawn from accelerated learning, personalized learning, and early-college models will philosophically guide the staff by building on the strengths of the students, using engaging teaching strategies and incorporating integrated, cross-curricular teaching.

Guiding principles for the curriculum are as follows:



**COMMUNITY SCHOOL CONTRACT**

- Reduction of detailed, fragmented, specific curriculum and replacement with integrated curriculum
- Emphasis on higher-level thinking skills, interpersonal and intrapersonal skills, global and multicultural concepts, and performance-based assessments
- Integration of new technologies and research-based curriculum standards
- Identification and teaching to a variety of learning styles
- Heterogeneous grouping to reduce stereotyping and tracking, emphasizing small, flexible grouping of acquisition of skills
- Parenting and family education opportunities for the school community

DECA will use national standards articulated by the NCTM, NCTE, NCSS, ACT Quality Core, and Common Core to augment the specific grade-level expectations of the Ohio Content Standards. Grade-level exit criteria will emerge from this cross section of national and state standards.

*Course Scope and Sequence*

	Language Arts	Social Studies	Math	Science	Foreign Language	Other
9 <sup>th</sup>	Language Arts I	World History	Algebra I	Biology I	Spanish I	Coding Film
10 <sup>th</sup>	Language Arts II	American History	Geometry	Physical Science	Spanish II	Forensics Health
11 <sup>th</sup>	Language Arts III	Government	Algebra II	Chemistry	Spanish III	Intro to Speech Physical
12 <sup>th</sup>	Language Arts IV	Psychology	Precalculus	Physics		Education Poetry
	Journalism	Mock Trial	Calculus	Anatomy/ Physiology		Programming Quantitative
	Film	Independent Living	Statistics	Astronomy		Analysis Sociology

*Curriculum Materials*

Grade	Math	Language Arts	Science	Social Studies
	Algebra I	ELA I	Physical Science	World History
<b>9</b>	Faculty-created curriculum materials, Khan Academy (technology), Pearson MathXL (technology)	Faculty-created curriculum materials, department-selected novel studies, selected EngageNY units	Faculty-created curriculum materials, Ohio Model Curriculum for Science	TeachTCI SS program (e-textbook), department-selected primary-source documents, Ohio Model Curriculum for Social Studies

**COMMUNITY SCHOOL CONTRACT**

<b>10</b>	Geometry	ELA II	Biology	American History
	Faculty-created curriculum materials, Khan Academy (technology), Pearson MathXL (technology)	Faculty-created curriculum materials, department-selected novel studies, selected EngageNY units	Faculty-created curriculum materials, Ohio Model Curriculum for Science	TeachTCI SS program (e-textbook), department-selected primary-source documents, Ohio Model Curriculum for Social Studies
<b>11</b>	Algebra II	ELA III	Chemistry	Government
	Faculty-created curriculum materials, Khan Academy (technology), Pearson MathXL (technology)	Faculty-created curriculum materials, department-selected novel studies, selected EngageNY units	Faculty-created curriculum materials, ACT QualityCore units	TeachTCI SS program (e-textbook), department-selected primary-source documents, Ohio Model Curriculum for Social Studies
<b>12</b>	Precalculus	ELA IV	Physics	
	Faculty-created curriculum materials, Khan Academy (technology), Pearson MathXL (technology), ACT QualityCore units	Faculty-created curriculum materials, department-selected novel studies, selected EngageNY units	Faculty-created curriculum materials	N/A

Several strategies are essential to the success of DECA’s program:

1. **Experiential learning:** Each student will be required to complete six gateways to graduate from DECA. As a part of these requirements, students are required to go above and beyond traditional school requirements. In addition to fulfilling their Carnegie Unit requirements, students are required to complete one hundred hours of community service, three job shadows, two internships, and three college courses. Further, students are required to participate in college visits, study for and take the ACT at least twice, and conduct in-depth research projects. Please view the *Gateway Manual attachment* for more details.
2. **Access to college courses:** DECA students will be required to take college courses and will have the freedom, on a limited basis, to participate in online coursework through their colleges. Students leave and return over the course of the school day to participate in college courses.
3. **Manageable class sizes:** Every class is staffed with a highly qualified, highly competent instructor with class-size averages below twenty-two students per class.

## COMMUNITY SCHOOL CONTRACT

4. Authentic-literacy instruction: Based in Mike Schmoker’s philosophy of simplicity, clarity, and priority, the DECA curriculum is rich in authentic-literacy opportunities; students are encouraged to read, write, and discuss on a daily basis across content areas. Incorporating rich reading and writing experiences for students in all content areas will ensure depth in rigor and an increase in time spent on the foundational college-preparatory skill of rigorous reading from complex texts.
5. 1:1 technology: All students in grades 9–12 will be equipped with a Chromebook to aid in their studies. Teachers will utilize Google Classroom as the learning-management system and primary delivery system for assignments. Through integration of Chromebook technology into every classroom, students will learn typing, computer literacy, and other key twenty-first-century technology skills. This program enables teachers to utilize blended approaches to instruction, including flipped-classroom instruction and digital learning.
6. Information-literacy development: Students are not only afforded access to technology but are taught to access and evaluate digital information effectively and efficiently.
7. Academic intervention: DECA’s faculty has tracked student success over its existence and has discovered trends where the majority of students struggle during their time at DECA. DECA offers small-group supplemental instruction and personalized tutoring for students identified as likely to struggle during the school.
8. Implicit instruction on the development of noncognitive skills: The University of Chicago has conducted extensive research on the skills required of individuals in the twenty-first-century workplace that are noncognitive in nature. DECA’s class and Gateway structure are uniquely designed to foster the development of noncognitive skills.
9. Standards-based curriculum and instruction: All curriculum and instruction at DECA will be based on the Ohio Learning Standards. By aligning materials, curriculum, and instruction with the Ohio Learning Standards, we will equip students with the skills necessary for success on the Ohio State Tests and in college. Alignment to the standards ensures a rigorous, prioritized focus for learning at DECA that will prepare its students for success.
10. Extending the school day/year: Demanding success of a high-needs population requires intensive support; DECA offers much of this support outside of the school day. During the summer and spring breaks, students are provided opportunities to review key concepts and reinforce weak skills in a structured environment. Students are also permitted to stay after school daily with a teacher for study tables to complete their homework and/or work with a tutor. Finally when key deadlines loom for students, community volunteers staff edit nights to help students edit and revise their papers under the supervision of DECA faculty and administrators.
11. Data day: Quarterly, following the submission of student grades, DECA faculty participate in Data Day. Data Day is designed to provide an interim review of student progress as well as evaluate the impact of the curriculum and instruction from the previous quarter. Teachers work within content teams to dissect the results and develop a plan of attack for the coming months. At the conclusion of each school year, departments reassemble to conduct a larger audit of their curriculum. Suggestions for revision and modification are submitted before teachers leave at the end of the school year.

### *Collaboration*

## COMMUNITY SCHOOL CONTRACT

We believe that collaboration among adults is a powerful driver of student achievement. For that reason, DECA has several structures built into its design to foster authentic collaboration for students on a daily basis.

1. Grade-level teams: These horizontal teams consist of teachers in all content areas who share students. Grade-level teams have monthly meeting times to collaborate on units, review student work samples, and discuss student concerns. These grade-level teams are a primary unit of support for students.
2. Department teams: These vertical teams consist of teachers at all grade levels in a content area. Department teams will meet monthly to audit curricula and student work, develop common formative assessments, set goals for content-area instruction, and evaluate progress. This form of teaming allows for content-specific collaboration.
3. Support-services collaboration: All support services at DECA will exist to address the needs of the whole child. Support services include a school counselor, a college liaison, and an AmeriCorps member to support students' emotional growth and support healthy decision-making.
4. Instructional coaching: DECA will employ a full-time instructional coach who will be responsible for collaborating with teachers to improve instructional practices. This coach will be trained in the key cognitive strategies (KCS) and common instructional framework (CIF) model popularized by David Conley. This instructional coach will observe and collaborate with teachers to ensure the successful implementation of the KCS and CIF in the classroom.

### A.4 Target population

Since its opening as a Dayton Public School in 2003, DECA has accepted only students who established residence within the geographic boundaries of the Dayton Public Schools. According to Learn to Earn Dayton, although a significant number enroll in college (71.2 percent in 2013), only 17.9 percent of children in Dayton earned a postsecondary credential within six years of graduating from high school. DECA's model is designed to improve the academic and noncognitive skills students need to complete college upon high school graduation.

DECA's leadership has extensive experience working in high-poverty, high-performing schools. At the district, building, and department level, DECA's leaders have a proven track record producing positive educational outcomes for at-risk students.

Dayton city has a clear need for a high-performing school. Of the seven schools in Dayton Public that serve high school students, all received an F on the 2016 report card for indicators met and all but one received an F for performance-index score (the one received a D). All but two schools received an F for graduation rate.

Of DECA's student population, 74.89 percent qualify for free or reduced-price lunch.

The racial and ethnicity breakdown for 2016–17 is as follows:

Race/ethnicity	Count
African-American	262

**COMMUNITY SCHOOL CONTRACT**

Caucasian	16
Hispanic	11
Asian/Pacific Islander	4
Multiracial	3
<b>Total</b>	<b>296</b>

The gender breakdown for 2016–17 is as follows:

Gender	Count
Female	167
Male	129

**A.5 School calendar and daily schedule**

First day of school	August 15, 2016
School day start/end time	8:45 a.m.–3:35 p.m.
Hours in school day	6.83 hours
Number of instructional minutes (core instruction) per day	357 minutes
Number of instructional school days per year	178
Number of supplemental instruction hours per day	Varies: 0–2 hours per day
Time devoted to staff development during school year (indicate days or hours)	4
Time devoted to staff development prior to school opening (indicate days or hours)	4

**A.6 Special student populations**

DECA will adopt and implement policies and procedures for the education of children with disabilities that comply with ORC Chapter 3323, PL 105-17 of the IDEA, and Section 504 of the Rehabilitation Act of 1973. Students with special needs will be educated in the least-restrictive setting and according to each student’s individualized education plan (IEP). DECA will not discriminate in enrollment and admission practices against students having or suspected of having disabilities.

The extended-day and extended-year options planned for all DECA students will afford students with disabilities multiple opportunities for instructional support. DECA’s focus on application of skills will expose students with disabilities to creative projects and various assessment strategies. Faculty and staff will participate in professional development to ensure their mastery of the skills and sensitivities needed to maximize all students’ capabilities.

For those with physical disabilities, facilities will be designed to facilitate and encourage their participation in all school activities to their maximum potential. The school building will be in compliance with ADA, building codes, and all other legal requirements. IEPs will be developed

## COMMUNITY SCHOOL CONTRACT

and monitored according to IDEA and the Ohio State Performance Plan for Special Education. As an elementary school, DECA will engage in Child Find activities and make free and appropriate public education (FAPE) available to any child who enrolls. Rule 3301-51-05 of the Operating Standards for Ohio Educational Agencies Serving Children with Disabilities (2008)—regarding procedural safeguards for parents—will be followed; parents will receive procedural safeguard notices, provide consent for initial evaluation, participate in meetings, and have an opportunity to examine records concerning their children.

### *Identification of students with exceptionalities*

DECA uses a response to intervention (RTI) approach to provide early intervention for students who exhibit learning and behavior needs. Throughout the RTI process, students' progress is monitored and evaluated to determine appropriate future needs. Students who progress through the three tiers of the RTI process will be recommended for a comprehensive evaluation to determine their eligibility for special education services.

Parents may submit a request for a formal evaluation for special education at any time.

### *Limited English proficiency program*

During the application process, families are asked to identify what language is spoken at home. During home visits and later classroom observations, teachers will gain an understanding of each student's English proficiency. Once identified, limited English proficiency (LEP) students will receive support through additional tutoring and subject-specific support. Clearly, this immersion approach will require a continual review of the LEP students' progress and a flexible approach to intervention. LEP students will receive the same academic content as those who are native English speakers. As much as feasible, interpreters will be secured for parent conferences and parent academies to accommodate families who do not speak English.

### *Gifted students*

Although Ohio public community schools are not mandated to provide gifted services under the requirements of ORC 3324, students who exhibit giftedness in intellectual ability or in subject-specific content will have a modified curriculum and classroom instruction. In collaboration with parents, strategies will be designed to maximize the gifted student's progress through the skills and knowledge of the Ohio Content Standards. Projects that require application and analysis will be introduced to gifted students. Flexible grouping, volunteers, and independent digital instruction will be used. Data will be monitored to determine if the expected gains are being achieved for gifted students.

### *Homeless students*

DECA shall comply with the McKinney Vento Act and, to the extent that the school receives assistance from the Federal Program for Education for Homeless Children and Youth, shall comply with requirements to coordinate services for homeless students with local social-service agencies and programs, including those funded under the Runaway and Homeless Youth Act.

### *Budget and staffing*

DECA uses IDEA Part B funds through federal entitlement grants and general fund dollars to fund intervention-specialist positions.

### **A.7 School-specific goals and objectives**

School goals may be updated annually once Ohio State Test and ACT results are received. The Community School will forward documentation regarding goals to the sponsor.

As a college-preparatory school, DECA expects academic performance that demonstrates both achievement and growth. DECA's school-specific goals are as follows:

- DECA will outperform the state community school average on all English language arts, mathematics, science, and social studies sections of the Ohio State Tests each year
- DECA will outperform the Dayton Public Schools' performance index on the Ohio State Report Card each year
- DECA will receive a C or better on the Progress component of the Ohio State Report Card each year
- DECA will receive a C or better on the Graduation component of the Ohio State Report Card each year

Annually DECA provides a report to stakeholders describing the past year's performance in relation to preestablished goals. This report is available to all parents, community partners, and other interested parties.

### **A.8 School climate and discipline**

At the beginning of each school year, DECA faculty distribute, discuss, and require parents to sign off on the updated Code of Conduct. The Code of Conduct provides the foundation of DECA's efforts to promote a positive, safe school environment.

As students attending high school on a college campus, DECA students are expected to conduct themselves in a manner that allows learning to occur. In an effort to provide a safe and productive environment, the school must maintain standards of conduct. Unacceptable conduct warrants undesirable consequences ranging from a personal conference up to and including expulsion from school. Conversely, positive behaviors that are in line with a college-going mentality are systemically rewarded. Students who continue to demonstrate a commitment to doing what's right are afforded additional freedoms and privileges unavailable to those who neglect to follow the Code of Conduct.

Whenever possible, DECA utilizes restorative practices to cultivate a community of responsible learners who are ever mindful of the impact of their actions on the well-being of others.

### **A.9 Assessments and intervention**

#### *NWEA's MAP*

The MAP test is used only as an initial diagnostic for students entering the ninth grade at DECA. During the transition to entering ninth grade, teachers use the MAP data to make determinations around appropriate course placement and trends within the cohort of students.

*ACT*

Via the Gateway requirements, all students at DECA are required to complete the ACT at least twice. On “ACT Day,” all ninth- through twelfth-grade students take a practice ACT test. The DECA faculty expects to see an average of two points of growth for each student and dissects the results to determine the progress of each child, class, and cohort with data disaggregated by gender, race, economic status, and disability. The building leadership team, data team, departments, and individual teachers review the results and develop a plan of attack to address areas of weakness and exploit areas of strength.

*Promotion and retention*

DECA does not engage in social promotion. Students will be promoted to the next course when they demonstrate mastery of the academic standards. Students will progress to the next Gateway only when they demonstrate proficiency in each of the requirements. The use of summer intervention, working Friday Night Schools, Edit Nights, and Spring Break Camps will afford struggling students additional time to meet the standards, as will tutoring and home reinforcement. Multiple layers of student and family support will be available for all students; however, students who do not demonstrate readiness will not be promoted.

*Feedback for staff*

All faculty at DECA are observed frequently with regular feedback offered via face-to-face debrief, written note, or email. Instructional staff receive two formal observations annually.

**A.10. Prior success in raising student achievement**

DECA has a long history of improving student achievement and increasing student growth.

*Achievement on Ohio state tests*

For over ten years DECA has consistently outperformed other schools throughout the city of Dayton and performs on par with many suburban districts. On the 2016 report card, DECA’s performance-index score was 4.8 percent higher than the next-highest-performing high school in the city.

*Growth on Ohio state tests*

DECA earned an A for value added in both 2014 and 2016, the last two years DECA received report-card ratings.

*College performance*

DECA college graduates consistently enroll in college upon high school completion and complete a postsecondary degree at a rate nearly five times the national average of 11 percent for first-generation college students from poverty (Minding the Gap, 2007).



**EXHIBIT 2: FINANCIAL PLAN**

**B.1 Budget summary**

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

**B.2 Financial management**

Policies and procedures regarding internal financial controls adopted by the Governing Authority of the school may be updated and submitted to the sponsor in Epicenter and incorporated by reference herein.<sup>1</sup>

The DECA Governing Authority has approved the following financial policies consistent with the recommendations of the treasurer and superintendent, as well as Neola (a policy consulting firm used extensively in Ohio). The full policies and their reference numbers are included in this section.

Policy 6105	Authorization to use facsimile signatures
Policy 6110	Federal funds
Policy 6140	Depository agreements
Policy 6144	Investments
Policy 6152	Student fees, fines, and charges
Policy 6152.01	Waiver of school fees for instructional materials
Policy 6210	Fiscal planning
Policy 6213	Appropriations and spending plan
Policy 6232	Appropriations implementation
Policy 6233	Amenities for participants at meetings and/or other occasions
Policy 6320	Purchases
Policy 6350	Prohibition against contracting with a person against whom an unresolved finding for recovery has been issued
Policy 6423	Use of credit cards
Policy 6460	Vendor relations
Policy 6510	Payroll authorization
Policy 6510.01	Retirement contributions
Policy 6520	Payroll deductions
Policy 6610	Student activity fund
Policy 6620	Petty cash funds
Policy 6621	Change fund
Policy 6670	School service fund
Policy 6680	Recognition
Policy 6700	Fair Labor Standards Act (FLSA)

The treasurer shall use the uniform system of accounting (USAS) as prescribed in Sections 117-

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<sup>1</sup> [ORC 3314.03 \(A\) \(31\) \(B\) \(5\)](#)

## COMMUNITY SCHOOL CONTRACT

2-02 through 117-2-21.

At any time, the treasurer shall have available a current bank balance and/or reports of all expenditures and receipts. All public records shall be promptly prepared and made available to any member of the general public at all reasonable times during regular business hours for inspection.

The treasurer shall have available a monthly financial report for the superintendent, principal, and governing authority detailing the cash balances, receipts, and expenditures each month (within fourteen days of the close of each month).

The treasurer shall have available an annual financial report for the superintendent, principal, and governing authority detailing cash balances, receipts, and expenditures for each fund (within thirty days of the close of the fiscal year).

### *Receipts*

All cash received on behalf of the school must be delivered to the treasurer (or their designee) within twenty-four hours of receipt.

All cash receipts must be deposited in the bank by the treasurer (or their designee) within twenty-four hours.

Receipts will be issued for all cash received by treasurer.

### *Purchasing*

The treasurer is responsible for all payments and/or obligations made by the schools. Purchases are authorized by the treasurer only after an approved purchase order is submitted, including the signatures of both the principal and the treasurer.

Open purchase orders for goods and services shall be valid only for the time period and the amount specified on the purchase order.

Service contracts, leases, and other ongoing commitments shall be reviewed and approved by the superintendent and treasurer in writing at the beginning of each fiscal year.

The principal shall determine the most appropriate method of obtaining prices for items that are not subject to the formal bidding procedures (as stipulated in board policy).

### *Payroll*

The superintendent is responsible for recommending (and the governing authority is responsible for approving at a public meeting) the school calendar, compensation amounts, pay dates, leave time, severance agreements, overtime, insurance, and other benefits for each employee.

The employees will provide W-4 Federal Withholding Statement, IT-4 State of Ohio Withholding, I-9, city tax deductions, SERS/STRS membership application, BCI fingerprint record, insurance forms, transfer of sick leave from previous employer (if applicable), teaching

## COMMUNITY SCHOOL CONTRACT

certificates/official college transcripts (for teachers), and a copy of driver's license and Social Security card.

Employees are required to sign and submit timesheets and/or attendance forms to the treasurer at the end of each pay period (including the use of vacation and/or sick leave). Deduction forms shall be given to the treasurer by the employees in a timely manner so there is adequate time to make adjustments to the payroll. Failure to submit timely information may result in the delay of payment to the employee.

All overtime must be preapproved (documented) by the principal and treasurer.

The treasurer is responsible for withholding and paying all federal, state, and local income taxes and STRS/SERS payments.

### *Petty cash*

The governing board may authorize the treasurer to create petty-cash accounts allowing certain administrators to make purchases. Money can be drawn from these accounts by check or debit card. The treasurer designates who can use these accounts, the amount of money that can be placed in the accounts, and the procedures and requirements for replenishing the accounts.

The debit card and check access is limited to only those individuals who have a job-related need to use that payment method. Any person using a debit card or check must keep a written ledger. Any administrator who ignores procedures and allows anyone else to use the card or who does not take prudent measures to ensure proper security is maintained may be held personally liable for the losses.

### *Education Management Information System*

The Education Management Information System (EMIS) coordinator shall ensure all school, student, and staff data provided by the principal (or her designee) is input in a timely and accurate manner.

The principal shall ensure all student and staff data is made available to the EMIS coordinator in a timely and accurate manner. It is anticipated that DECA will contract with MDECA as the A-site for EMIS transmission to ODE.

### *School Options Enrollment System*

The School Options Enrollment System (SOES) coordinator shall ensure all student-enrollment data provided by the principal (or his designee) is input in a timely and accurate manner.

The principal shall ensure all student-enrollment data is made available to the SOES coordinator in a timely and accurate manner.

### *Federal Low-Income Count System, Ohio Educational Directory System, Education Monetary Assistance Distribution Site*

The principal shall ensure all Federal Low-Income Count System (FLICS), Ohio Educational Directory System (OEDS), and Education Monetary Assistance Distribution Site (EMAD)

information is submitted in a timely and accurate manner.

*Grants*

The superintendent is responsible for identification (when required), board approval for submission, application, updates, board acceptance, and compliance for all local, state, federal, and private grants.

The treasurer will provide budget and final expenditure reporting support when requested by the superintendent or principal.

*Audits*

The superintendent and treasurer are responsible for the design and implementation of an internal control process that provides reasonable assurance of the integrity of its financial reporting, the safeguarding of its assets, the efficiency and effectiveness of its operation, and its compliance with applicable laws, regulations, and contracts.

The treasurer is responsible for providing all financial data and sustaining supporting records for financial audits. All financial documents shall be stored on school property in a locked cabinet (or other suitable storage) accessible only to the treasurer.

The superintendent and treasurer are responsible for responding to all audit findings and management letter recommendations in a timely manner.

The superintendent will be responsible for forming an audit committee consisting of at least two board members, the principal, and the treasurer.

**B.3 Transportation, food service, other partnerships**

Students are transported to and from school via RTA of Dayton. The school provides “tokens” for the students that ride the bus to help families with the cost of transportation to high school. Dayton Public Schools, the resident district, does not provide transportation to our school for high school students. The estimated annual cost for transportation is \$40,000, which is based on a per-student estimate. We anticipate having 285 students for fiscal year 2017.

Special-education students are transported via school van to the Montgomery County ESC, when needed. In other situations, the school’s van picks up the students to bring them to the high school. The van driver’s expenses is approximately \$40,000 per year. Van driver also provides transportation services to and from events.

School uses W.G. Grinders to provide all food services. School also contracts food-service-coordinator services to Joanne Robinette, as retired food-service coordinator, with Beavercreek City Schools. School does not participate in CEP or Provision programs.

Students will be provided nursing services. An outside vendor also provides evaluation services for special-need situations.

## COMMUNITY SCHOOL CONTRACT

The school holds a five-year lease with the University of Dayton for the occupancy. This lease ensures the intermediate success of the high school by providing a stable location. The school also contracts with META Solutions for fiscal software and e-school for EMIS software.

### **B.4 Insurance**

DECA will maintain insurance in accordance with this Contract.

**EXHIBIT 3: GOVERNANCE PLAN**

**C.1 Governing body**

DECA’s governing board consists of twelve voting members appointed into terms of four (4) years, with the exception of the parent representative, who serves a term of one (1) year. The Board of Trustees will also have three nonvoting, ex-officio members. The current DECA Board includes business and community leaders with financial and leadership expertise, as well as parent representation.

In fulfilling its responsibilities, the board adopts an annual budget; appoints and evaluates the superintendent and treasurer; develops, implements, and monitors the school’s policies; and reports to the sponsor, DECA parents, and the community. The Board delegates authority and responsibility for managing day-to-day instructional and administrative operations to the superintendent.

A board member does not have any direct or indirect pecuniary interest in a contract with the District; does not furnish directly any labor, equipment, or supplies to the District; and is not employed by the Board in any capacity of compensation.

Board members meet on the third Wednesday of each month to discuss matters related to the school. The Board evaluates how policies have been implemented and their general effectiveness and relies on the school staff, students, and community to provide the evidence of adopted policies’ effectiveness. The superintendent calls the Board’s attention to all policies and regulations that need regulation.

November each year	Ohio Ethics Commission, complete online ethics trainings
November each year	Governing board attends a half-day training where they discuss updated policies and conduct strategic future planning.

**C.2 Governing-board composition**

Roster of the members of the GOVERNING AUTHORITY can be found in Exhibit 7.

Each member of the Board shall, before entering his or her duties of office, take an oath to support the Constitution of the United States and the Constitution of the State of Ohio and to perform faithfully the duties of his or her office (R.C. 3313.10).

The Board of Education believes that the preparation of each Board member for the performance of Board duties is essential to the effectiveness of the Board’s functioning. The Board encourages each new Board member to understand the functions of the Board, acquire knowledge of matters related to the operation of the schools, and learn Board procedures.

**C.3 Management and operation**

## COMMUNITY SCHOOL CONTRACT

The superintendent and deputy superintendent are ultimately responsible for DECA's academic and operational performance. They provide vision, guidance, and oversight for the school director and operations director as they carry out DECA's mission on a daily basis. They, along with the treasurer, ensure compliance with all state and federal regulations.

The building leaders, the operations manager and the school director, support the management of all facets of daily school operations. Both positions ensure the safety and welfare of both students and staff and provide for a positive learning environment and provide instructional leadership including curriculum planning and implementation, instructional strategies, student accountability, and professional development. Under the guidance of the Board of Directors, the superintendent, and the deputy superintendent, the operations director and school director develop and implement school policy and operational guidelines.

The treasurer is responsible for the financial affairs of the District, reports to and is subject to the direction of the Board, and shall direct and assign employees directly engaged in the day-to-day fiscal operations of the District. The treasurer, along with the deputy superintendent, constructs the school budget and meets with the school building leadership to progress monitor spending throughout the year.

The director of talent acquisition and development, along with the building leaders and deputy superintendent, is responsible for overseeing the hiring, onboarding, and induction process for employees. The instructional coach provides ongoing professional development, mentoring, and coaching for instructional staff. The building leaders are responsible for evaluation and retention decisions for all building-level instructional and support staff.

DECA will employ a director of student information services to manage state data-entry requirements (EMIS) via DECA's student-information system (Sungard's eSchoolPlus). DECA will contract with an outside vendor for professional development and oversight for the director of student information services.

Under the direction of the building leaders, department chairs at DECA provide support for curriculum development within their respective departments. During monthly meetings and during professional-development days throughout the year, the department chairs work with their cohorts to update curriculum maps and ensure alignment to key summative assessments.

### **C.3.1 Records**

The Board of Trustees has adopted a comprehensive records retention policy outlining the appropriate procedures for handling the wide array of documents generated within the school. Each record type is designated a retention period, storage location, and owner. Records are divided into the following categories: Board and administrative records, employee records, student records, building records, central department, financial records, payroll-related records, reports, and other. The executive director or his designee is ultimately responsible for the annual review and proper retention or disposal of records within this plan. Current policy dictates that records are to be disposed of properly by document shredder or other approved disposal

measures.

#### **C.4 Staffing and human resources**

DECA is committed to hiring content-proficient, creative, and high-energy professionals who relate well to a culturally diverse population. The director of talent acquisition and development, the DECA school director, and operations director will recruit teachers at colleges and universities that serve traditionally underrepresented groups; he will also network with human resource officers from area districts that frequently have an excess pool of candidates. DECA will also work closely with the University of Dayton's Urban Teacher Academy and Bowling Green State University's SMART program to identify potential candidates who specifically train for the urban setting. The screening and hiring process will include diverse team members and current DECA faculty. Successful interviewees will be asked to conduct a demonstration lesson engaging students. DECA will place great importance on identifying candidates who reflect the diversity of the student population and who demonstrate intellect, pedagogy, and passion for their content.

The teacher-compensation system will be patterned after the highly successful plan currently in operation at DECA. Rather than a typical step system with pay based on seniority and education credentials, DECA will employ a base salary merit system augmented by an annual team bonus. Elements of the compensation system are as follows: (1) multiple salary grades will be established around the differentiated teaching positions (for example, master teacher/coach, teacher, paraprofessional); (2) salary-grade midpoints will be market competitive to attract and retain a talented staff; (3) each staff member will be evaluated annually by the principal; and (4) an annual group or team bonus, similar to DECA's, will be awarded annually (to be paid the following school year). The purpose of this bonus is to establish an element of variable compensation that reflects school performance and progress. A team bonus is supportive of the highly collaborative culture envisioned for the teaching staff. Both salary actions and bonuses will be reviewed and approved by the Board of Trustees. The board is charged with the responsibility to evaluate and modify the compensation plan periodically to assure that it continues to fulfill its objectives.

The experience at DECA with this particular compensation structure, enhanced by best practices in the private sector, convinces us that it will reinforce a culture of high expectations, high motivation, teamwork, and dedication. In addition, a well-managed merit system—with a mix of staff ranging from master teachers and technically savvy young teachers to paraprofessionals—is the most flexible and cost-effective structure. Also, DECA has been able to vary teachers' work days to accommodate the special needs of students; the same flexible approach will be used at DECA.

Recruitment of teachers who will work with special-needs children will follow the same procedures for all DECA teachers. All teachers will be highly qualified in their fields and will benefit from professional development to assure competency in working with special student populations, including gifted, LEP, and homeless students. The bulk of these services are provided in the regular classroom setting or through extended-day and extended-year programs. Not only are opportunities provided and promoted for all students, a concerted effort is made to



assure all students have transportation, needed materials, and/or appropriate clothes to participate in community-based learning.

### **C.5 Professional development**

The school director is the primary lead responsible for the development and implementation of DECA's professional-development initiatives. Following the annual development of school goals, the building leaders and the building leadership team conduct an informal needs assessment to determine the highest-leverage areas to focus professional-development efforts to ensure the success of the established goals.

The operations director is the primary lead responsible for the development and implementation of DECA's special-education professional development.

Professional-development opportunities at DECA include but are not limited to the following:

- Instructional rounds
- Professional conferences (for example, Model Schools)
- Site visits to high-performing schools
- Online modules
- Teacher expos
- Book groups and studies
- Lesson studies
- Stack audits

DECA will utilize the CIF and the KCS, designed to promote the use of cooperative learning groups and the judicious use of classroom discussion and independent work. An instructional coach will reinforce a shared pedagogy and align and embed professional development to support it. Professional development will respond to the needs of the teachers in ways that are more accessible and timely.

At the end of each year, the building leadership team reviews the progress made towards the annual goals and evaluates the success of the professional-development plan in light of the progress made.

### **C.6 Student recruitment and enrollment**

DECA will utilize the following venues of notifying the Dayton community of enrollment opportunities; distribution of application materials to all Dayton Area schools as permitted; group visits hosted onsite or at the location of the requesting organization; onsite hosting of parent information sessions held at various times of the day; distribution of application and school information to area-wide churches, preschools, daycares, and child health clinics; website information and application available; and direct mailing and emailing by individual request.

The application process will require all state-mandated vaccinations and other forms (emergency medical, permission for photo, application for free and/or reduced-price lunch, and so forth) to be completed prior to enrollment. Registration will be directly handled by DECA personnel.

## COMMUNITY SCHOOL CONTRACT

Enrollment for DECA High is exclusive to students living in the Dayton Public School District entering ninth (9th) grade. Families and guardians are required to attend at least one enrollment meeting, and applications must be submitted in person within the application deadline. The application timeframe for the 2017–18 school year is January 17, 2017–March 31, 2017.

For student applications in excess of application limits, DECA will follow the appropriate lottery requirements for selection of students as prescribed by law, except for students who attended DECA the previous year or siblings of students attending DECA already, who will be given priority enrollment.

### **C.7 Community partnerships**

DECA partners with local higher-education institutions, businesses and nonprofits to create a school culture focused on academic success and college readiness.

A major component in the Early College High School is acculturation to college, so DECA’s higher-education partners, the University of Dayton, Sinclair Community College and Wright State University, add critical dimensions to our curriculum. Students from institutes of higher education provide student tutors, student teachers, and graduate assistants who provide learning opportunities as well as extra resources to DECA’s teaching staff. University professors collaborate with DECA staff on teaching strategies and on demonstrating effective classroom techniques to preservice teachers.

DECA’s director of community involvement, a full-time position, works to link our students to the community and connect their classroom experiences with real-world opportunities. Integrating career-planning research, community service, job shadows, internships, and other networking experiences into the DECA curriculum has expanded our ability to prepare students for life after high school.

The result has been the marked development of students who are poised and self-confident in their abilities to interact effectively with adults in the “real world.” Each student must complete one hundred hours of community service to graduate. Job shadows provide students with opportunities to explore their career aspirations. Internships are unpaid and provide students an experiential time on site working alongside a professional. The list below contains partners that support DECA students in community-service efforts, job shadows, and internships:

Advanced Manufacturing Day
Advantic, LLC
Air Force Institute of Technology
All Pets
Arbors of Dayton Nursing
Boonshoft Museum of Discovery
Buckeye Electronics

## COMMUNITY SCHOOL CONTRACT

CH2M Hill
Cincinnati Elementary School
City of Dayton Water Department
Clash Consignment
Columbus Idea Factory
Cornerstone Research
Darryl Fairchild—Election Campaign
Dayton Art Institute
Dayton Emerging Fashion Incubator
Dayton History
Dayton Reliable Tool
Defense Research Associates, Inc.
Downtown Dayton Rotary Club
Dunbar Football—Physical Therapy Athletic Trainer
Emerging Business Leaders Institute
Grandview Hospital
Five Rivers MetroParks
I/TSEC with Martz (weather-alert system)
IDCAST
Insurance Agent—All State Katina Johnson
Junior Achievement
Junior Leadership Dayton
K12 TEJAS an Art Gallery
Lockheed Martin—Dallas, TX
Microsoft
Millat Industries
Montgomery County Courts
National Conference for Community and Justice of Greater Dayton—Camp Anytown
Oakwood Rotary Club
Orion Physical Therapy
Popside Recording
Premier Health Partners, MedQuest
Rahn Dental Group

## COMMUNITY SCHOOL CONTRACT

Red Cross Leadership Camp
Reynolds and Reynolds
Riverdale Optimists
Sinclair UAS Summer Camp
SparkBox Makers Series
Synchrony Financial
Taft Seminar
Tec Edge Discovery Labs
The Manufactory
The National Aviation Hall of Fame, Wings of Women Conference
University of Dayton
Watkins Academy
Waved
Westcott House
WinWholesale
Woodland Cemetery
Wright Patterson Air Force Base
Wright State University
Wyle Engineering
WYSO Youth Radio Project
Yaskawa Motoman

### **C.8 Parent engagement**

The Board of Education recognizes and values parents and families as children’s first teachers and decision makers in education. The Board believes that student learning is more likely to occur when there is an effective partnership between the school and the student’s parents and family. Such a partnership between the home and school and greater involvement of parents in the education of their children generally result in higher academic achievement, improved student behavior, and reduced absenteeism.

In accordance with statute and the State Board of Education Parent and Family Involvement Policy, use of the term “families” is used in order to include children’s primary caregivers, who may not be their biological parents, such as foster caregivers, grandparents, and other family members.

In cultivating partnerships with families and communities, the Board is committed to the following:

## COMMUNITY SCHOOL CONTRACT

### **A. Relationships with families**

1. Cultivating school environments that are welcoming, supportive, and student centered<sup>4</sup>
2. Providing professional development for school staff that helps build partnerships between families and schools<sup>2,3,4</sup>
3. Providing family activities that relate to various cultures, languages, practices, and customs and bridge economic and cultural barriers<sup>2,3</sup>
4. Providing coordination, technical support, and other support to assist schools in planning and implementing family involvement activities<sup>3</sup>

### **B. Effective communication**

1. Providing information to families to support the proper health, safety, and well-being of their children
2. Providing information to families about school policies, procedures, programs, and activities<sup>2,3,4</sup>
3. Promoting regular and open communication between school personnel and students' family members<sup>1,4</sup>
4. Communicating with families in a format and language that is understandable, to the extent practicable<sup>2,3</sup>
5. Providing information and involving families in monitoring student progress<sup>3</sup>
6. Providing families with timely and meaningful information regarding Ohio's academic standards, state and local assessments, and pertinent legal provisions<sup>2,3,4</sup>
7. Preparing families to be involved in meaningful discussions and meetings with school staff<sup>2,3,4</sup>

### **C. Volunteer opportunities**

1. Providing volunteer opportunities for families to support their children's school activities<sup>1,3</sup>

### **D. Learning at home**

1. Offering training and resources to help families learn strategies and skills to support at-home learning and success in school<sup>1,2,3,4</sup>
2. Working with families to establish learning goals and help their children accomplish these goals<sup>1</sup>
3. Helping families to provide a school and home environment that encourages learning and extends learning at home<sup>1,2,4</sup>

### **E. Involving families in decision making and advocacy**

1. Involving families as partners in the process of school review and continuous improvement planning<sup>3,4</sup>
2. Involving families in the development of its district-wide parent-involvement policy and plan<sup>2,3,4</sup>

### **F. Collaborating with the community**

## COMMUNITY SCHOOL CONTRACT

1. Building constructive partnerships and connecting families with community-based programs and other community resources<sup>2,3,4</sup>
2. Coordinating and integrating family-involvement programs and activities with district initiatives and community-based programs that encourage and support families' participation in their children's education, growth, and development<sup>2,3,4</sup>

### **C.9 Means for achieving racial and ethnic balance**

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

### **C.10 Disposition of employees**

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

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

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

### **C.12 Benefits**

Benefits offered to employees may include but are not limited to health, dental, and vision coverage. The school will have Worker's Compensation insurance. Retirement benefits are provided via Ohio's STRS or SERS.

### **C.13 Dismissal procedures**

In accordance with Revised Code § 3314.03(A)(6), any student who, without a legitimate

excuse, fails to participate in one hundred five consecutive hours of learning opportunities will be automatically withdrawn from the school in accordance with the school's withdraw procedures.

**C.14 Management**

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

**EXHIBIT 4: ACADEMIC AND ORGANIZATIONAL ACCOUNTABILITY PLAN**

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

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

<b>Primary academic indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Performance index (PI) <sup>2</sup>	90% or higher	80%–89%	70%–79%	69% and below
Value added <sup>3</sup>	+4.00 and above	0 to 3.9	–0.99 to –3.9	–4.0 and below
Graduation rate (4 years)	93%–100%	84%–92%	79%–83%	Below 79%
Graduation rate (5 years)	95%–100%	85%–94%	80%–84%	80% and below
K–3 literacy improvement	B or better	C	D	F
Performance versus local market: <sup>4</sup> PI	Ranked in top 20th percentile in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom 49th percentile in PI score
Performance versus local market: VA	Ranked in top 20th percentile in VAM score	Ranked in 70th–79th percentile in	Ranked in 50th–69th percentile in	Ranked in bottom 49th percentile in VAM score

<sup>2</sup> The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score).

<sup>3</sup> A value-added score is a statistical estimate intended to convey how much a school has contributed to student learning. A higher value-added score conveys greater confidence that, on average, the school has contributed more than one standard year of academic growth; a lower value-added score conveys greater confidence that the school has, on average, not contributed more than one standard year of academic growth.

<sup>4</sup> “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) in the county in which a school is located as well as comparable district schools in the charter school’s serving district, as designated by the ODE.



**COMMUNITY SCHOOL CONTRACT**

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

<b>Secondary academic indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Value added: overall grade	A	B or above	C or below	D or below in VA and PI = probation
PI: overall grade	A	B or above	C or below	D or below in VA and PI = probation
Value added: gifted	A	B or above	C or below	
Value added: disabilities	A	B or above	C or below	
Value added: lowest 20%	A	B or above	C or below	
Value added: high school	A	B or above	C or below	
AMOs (gap closing)	A	B or above	C or below	
College-admission-test participation rate	A	B or above	C or below	
College-admission-test nonremediation score	A	B or above	C or below	
Dual-enrollment credits	A	B or above	C or below	
Industry credentials	A	B or above	C or below	
Honors diplomas awarded	A	B or above	C or below	
AP participation rate	A	B or above	C or below	
AP score	A	B or above	C or below	
IB participation rate	A	B or above	C or below	
IB score	A	B or above	C or below	
College-/career-readiness assessment	A	B or above	C or below	
School regularly administers internal-growth assessment		Yes	No	
School met a majority of its internal goals (Section A.7 of this		Yes	No	

**COMMUNITY SCHOOL CONTRACT**

contract)				
<b>Financial measures of success (current year)</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Current ratio of assets to liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one-year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is less than or equal to 0.9
Days cash	60 or more days cash	Between 30 and 60 days cash	Between 15 and 30 days cash; OR between 30 and 60 days cash AND one-year trend is negative	Fewer than 15 days cash

Current-year enrollment variance <sup>5</sup>	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90%–95% of budgeted enrollment in most recent year	Actual enrollment is 80%–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
<b>Financial measures of success (prior years)</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Multiyear ratio of assets to liabilities <sup>6</sup>	Ratio is greater than or equal to 1.1 for at least the 2 most recent years	Ratio is between 1.0 and 1.1 for at least the most recent year	Ratio is below 1.0 for the most recent year; OR below 1.0 in 2 of the most recent 3 years	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in 2 of the most recent 3 years
Cash flow	Cash flow is positive for at least the 2 most recent years	Cash flow is positive for at least 1 of the most recent 2 years	Cash flow is not positive for at least 1 of the most recent 2 years	Cash flow is negative for any 2 consecutive years

<sup>5</sup> The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

<sup>6</sup> This ratio depicts the relationship between a school's annual assets and liabilities, covering the last three years.

**COMMUNITY SCHOOL CONTRACT**

Total margin (TM) and aggregated three-year total margin <sup>7</sup> (ATTM)	ATTM is positive and the most recent year TM is also positive	ATTM is greater than -1.5%; the trend is positive for the last two years; AND the most recent year TM is positive	ATTM is greater than -1.5% but trend does not “meet standard”	ATTM is less than or equal to -1.5%; OR the most recent year TM is less than -10%
<b>Operations/ governance primary indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Records compliance <sup>8</sup>	90% or higher	79%–89%	60%–78%	59% or below
On-time records submission rate	90% or higher	79%–89%	60%–78%	59% or below
Financial records submitted monthly	90% or higher	79%–89%	60%–78%	59% or below
Annual audit	Two consecutive years of no findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	No findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	Audit contains 3 or more of the following: findings, noncompliance citations, questioned costs, material weaknesses, or findings for recovery (less than \$5,000 combined), as set forth in the audit	Audit contains 3 or more of the following: findings, noncompliance citations, questioned costs, material weaknesses, or findings for recovery (in excess of \$5,000 combined), as set forth in the audit
LEA special-education performance	Meets requirements	Needs assistance	Needs intervention	Needs substantial intervention

<sup>7</sup> TM measures the deficit or surplus a school yields out of its total revenues; in other words, it measures whether the school is living within its available resources. The TM is important to track, as schools cannot operate at deficits for a sustained period without risk of closure. The ATTM is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations. The performance of the school in the most recent year, however, is indicative of the sustainability of the school; thus, the school must have a positive TM in the most recent year to meet the standard. The TM is the net income divided by the total revenue. The ATTM is the total three-year net income divided by the total three-year revenues.

<sup>8</sup> Represents the percentage of records reviewed that were accurate and complete during the school year.

**COMMUNITY SCHOOL CONTRACT**

determination (most recent annual) <sup>9</sup>				
<b>Operations/ governance secondary indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
5-year forecasts submitted to ODE by statutory deadlines		Yes	No	
Preopening assurances documentation		Completed and available 10 days before the first day of school	Not completed 10 days before the first day of school	
Annual report		Submitted to parents and sponsor by the last day of October	Not submitted to parents and sponsor by the last day of October	
Safety plan and blueprint submitted within the last 3 years to the Ohio attorney general		Yes	No	
Family survey results	90% or greater overall satisfaction with school	80%–89% overall satisfaction with school	70%–79% overall satisfaction with school	69% or less overall satisfaction with school

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<sup>9</sup> The Individuals with Disabilities Education Improvement Act (IDEIA) requires that state education agencies make annual determinations regarding the performance of special education programs operated by local education agencies (LEAs) that receive federal IDEA Part-B funding. In Ohio, individual charter schools are considered LEAs.

**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 Early College Academy  
300 College Park  
Dayton, Ohio 45469  
IRN number 009283

to begin operations for the 2017–18 academic year.

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

- \_\_\_ Certificate of authority of nonprofit status
- \_\_\_ Proof of property ownership or property lease
- \_\_\_ Certification of teaching staff (completed or in process)
- \_\_\_ Affidavit of BCI&I/FBI for all staff (completed or in process)
- \_\_\_ Certificate of occupancy (permanent or temporary)
- \_\_\_ Liability insurance
- \_\_\_ Health and safety inspection (permanent/final or temporary)
- \_\_\_ Fire inspection (permanent/final or temporary)
- \_\_\_ Food permit (if applicable)

If the certificate of occupancy, health and safety inspection, or fire inspection is temporary, the GOVERNING AUTHORITY shall provide the SPONSOR with the documentation of a permanent or final permit within five (5) business days of receipt from the governmental agency.

If any teaching certificates or licenses or BCI &I/FBI checks are in process, the GOVERNING AUTHORITY shall provide the SPONSOR with documentation of completion within five (5) business days of receipt from the governmental agency.

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

If, after the GOVERNING AUTHORITY has received a permanent or temporary certificate of occupancy, the school is issued a health or safety violation by a governmental agency, the GOVERNING AUTHORITY shall have a reasonable period of time to remedy the circumstances that caused the citation. In the event the GOVERNING AUTHORITY does not correct the violation to the satisfaction of the governmental agency that issued said violation within a reasonable period of time, the SPONSOR shall revoke this letter of approval to

## COMMUNITY SCHOOL CONTRACT

operate and the School shall cease operations until the violations have been satisfactorily corrected and the letter of approval has been reissued by the SPONSOR.

If at any time the GOVERNING AUTHORITY fails to maintain the above-mentioned documentation, the SPONSOR may revoke this letter of approval to operate and the School shall cease operations until the proper documentation has been obtained and the letter of approval has been reissued by the SPONSOR.

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

**EXHIBIT 6: STATEMENT OF ASSURANCES FOR START-UP SCHOOLS**

3314.19 Annual assurances by community school sponsor.

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

(A) That a current copy of the contract between the sponsor and the governing authority of the school entered into under Section [3314.03](#) of the Revised Code has been filed with the department and that any subsequent modifications to that contract will be filed with the department

(B) That the school has submitted to the sponsor a plan for providing special education and related services to students with disabilities and has demonstrated the capacity to provide those services in accordance with Chapter 3323 of the Revised Code and federal law

(C) That the school has a plan and procedures for administering the achievement and diagnostic assessments prescribed by Sections [3301.0710](#), [3301.0712](#), and [3301.0715](#) of the Revised Code

(D) That school personnel have the necessary training, knowledge, and resources to properly use and submit information to all databases maintained by the department for the collection of education data, including the education-management information system established under Section [3301.0714](#) of the Revised Code, in accordance with methods and timelines established under Section [3314.17](#) of the Revised Code

(E) That all required information about the school has been submitted to the Ohio education directory system or any successor system

(F) That the school will enroll at least the minimum number of students required by division (A)(II)(a) of Section [3314.03](#) of the Revised Code in the school year for which the assurances are provided

(G) That all classroom teachers are licensed in accordance with Sections [3319.22](#) to [3319.31](#) of the Revised Code, except for noncertificated persons engaged to teach up to twelve hours per week pursuant to Section [3319.301](#) of the Revised Code

(H) That the school's fiscal officer is in compliance with Section [3314.011](#) of the Revised Code

(I) That the school has complied with Sections [3319.39](#) and [3319.391](#) of the Revised Code with respect to all employees and that the school has conducted a criminal-records check of each of its governing-authority members

(J) That the school holds all of the following:

- (1) Proof of property ownership or a lease for the facilities used by the school
- (2) A certificate of occupancy

COMMUNITY SCHOOL CONTRACT

(3) Liability insurance for the school, as required by division (A)(1)(b) of Section [3314.03](#) of the Revised Code, that the sponsor considers sufficient to indemnify the school's facilities, staff, and governing authority against risk

(4) A satisfactory health and safety inspection

(5) A satisfactory fire inspection

(6) A valid food permit, if applicable

(K) That the sponsor has conducted a preopening site visit to the school for the school year for which the assurances are provided

(L) That the school has designated a date it will open for the school year for which the assurances are provided that is in compliance with division (A)(25) of Section [3314.03](#) of the Revised Code

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

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

(1) An indication of which blended-learning model or models will be used

(2) A description of how student instructional needs will be determined and documented

(3) The method to be used for determining competency, granting credit, and promoting students to higher grade levels

(4) The school's attendance requirements, including how the school will document participation in learning opportunities

(5) A statement describing how student progress will be monitored

(6) A statement describing how private student data will be protected

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

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

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

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

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



**COMMUNITY SCHOOL CONTRACT**

**EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY**

**Dayton Early College Academy Governing Authority**

Name	Role	Term	Address
Thomas Bettcher	Chairman	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469
Ronald F. Budzik	Vice Chairman	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469
Matthew O. Diggs	Board Member	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469
Michael Carter	Board Member	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469
Annesa Cheek	Board Member	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469
David Gasper	Board Member	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469
Mike McQuiston	Board Member	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469
Jane Haley	Board Member	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469
Vincent Russo	Board Member	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469
Kevin Scroggins	Board Member	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469
Thomas P. Whelley II	Board Member	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469
Heather Jackson-Chapman	Board Member-DECA Parent Representative	To be submitted to Sponsor as set forth in EpiCenter	300 College Park Dayton, Ohio 45469

**EXHIBIT 8: RELATED-PARTY DISCLOSURE FORM**  
**THOMAS B. FORDHAM FOUNDATION RELATED-PARTY DISCLOSURE FORM**

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

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

Ohio Ethics Law and related statutes prohibit an official from

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

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

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

In addition, Statute<sup>10</sup> states the following:

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

I acknowledge that no official at DECA 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>11</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	Employed by sponsor or operator	Last date employed

<sup>10</sup> ORC 3314.02 (E) (4)

<sup>11</sup> Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

**COMMUNITY SCHOOL CONTRACT**


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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

COMMUNITY SCHOOL CONTRACT

EXHIBIT 9: FACILITIES ADDENDUM

This exhibit includes a stipulation of which entity owns all community school facilities and property including but not limited to equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or operator. Any stipulation regarding property ownership shall comply with the requirements of Section 3314.0210 of the Revised Code.<sup>12</sup>

DECA owns all Community School facilities and property.

School-facilities information must include the following:<sup>13</sup>

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

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

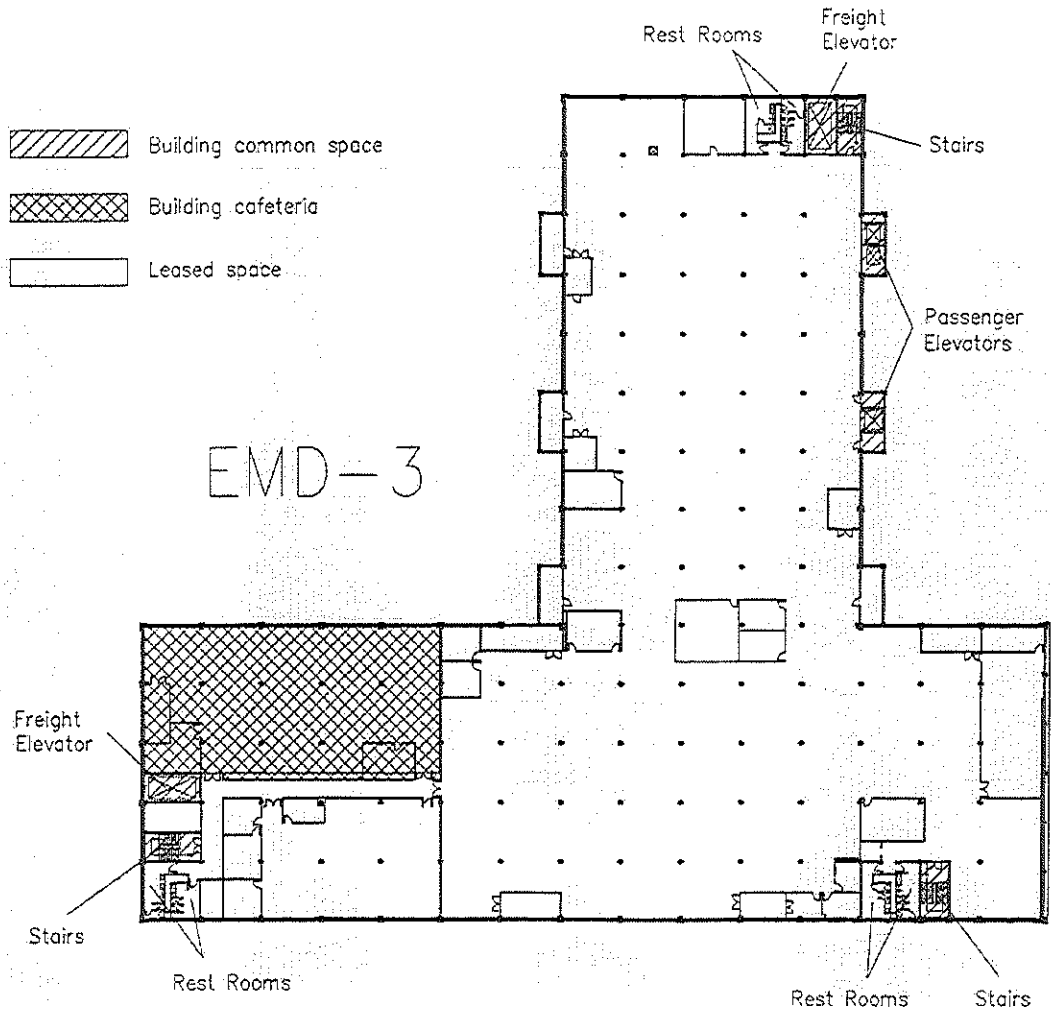
Description of facility	Property located at 1529 Brown Street, Fitz Hall, 3 <sup>rd</sup> Floor. This property is owned by the University of Dayton. The leased space is 69,000 square feet.
Annual costs	\$292,893.40 (lease)
Annual mortgage principal and interest payments	N/A – do not own, see above
Name of landlord or lender and relationship to operator	University of Dayton; the school does not have an operator.

<sup>12</sup> [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

<sup>13</sup> [ORC 3314.03 \(A\) \(9\)](#)

EXHIBIT A

FLOOR PLAN OF THE PREMISES



**EXHIBIT 10: BLENDED-LEARNING REQUIREMENTS**

If a school operates using the blended-learning model, as defined in [ORC 3301.079](#), include all of the following information:<sup>14</sup>

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

DECA does not operate using the blended-learning model as defined in ORC 3301.079.

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<sup>14</sup> [ORC 3314.03 \(A\) \(29\)](#)