

**AMENDMENT TO
COMMUNITY SCHOOL CONTRACT
For
Dayton Early College Academy**

This **AMENDMENT TO COMMUNITY SCHOOL CONTRACT** (the "Amendment") is effective as of July 1, 2018 by and between the **Thomas B. Fordham Foundation** (the "SPONSOR") and the **Governing Authority of Dayton Early College Academy** located at 1529 Brown Street, Dayton, Ohio 45469 (the "GOVERNING AUTHORITY").

WHEREAS, the SPONSOR and the GOVERNING AUTHORITY entered into a Community School Contract effective July 1, 2017 pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, as amended from time to time by the parties (the "Community School Contract").

WHEREAS, the SPONSOR and the GOVERNING AUTHORITY wish to modify and amend the Community School Contract in certain respects as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the SPONSOR and the GOVERNING AUTHORITY do hereby agree to amend the Community School Contract as follows:

1. The following paragraphs shall be inserted between the twenty-third (23rd) paragraph and the twenty-fourth (24th) paragraph of Article III ("Responsibilities of the GOVERNING AUTHORITY") of the Community School Contract:

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

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

2. The following paragraph of Article III ("Responsibilities of the GOVERNING AUTHORITY") of the Community School Contract:

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.

Will be replaced with:

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

3. Effective November 2, 2018, in the following paragraphs of Article III (“Responsibilities of the GOVERNING AUTHORITY”) and Exhibit III (C.13 Dismissal Procedures) of the Community School Contract, seventy two (72) will replace one hundred five (105).

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

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

4. The following paragraph shall be inserted between the first (1st) paragraph and the second (2nd) paragraph of Article XI (“Contract Termination Contingencies”) of the Community School Contract:

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

5. Exhibit IV to the Community School Contract is hereby deleted in its entirety and

replaced with the new Exhibit IV, attached hereto and incorporated herein by reference.

6. In the following paragraph of Exhibit III ("GOVERNANCE PLAN") of the Community School Contract, will consist of at least five (5) trustees to replace twelve (12).


DECA's governing board consists of twelve (12) 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.

7. The SPONSOR and the GOVERNING AUTHORITY represent and affirm that the Community School Contract, as amended, is in full force and effect and that both parties have met all obligations with respect to the Community School Contract. The parties further represent and affirm that necessary and proper actions have been taken to authorize and approve this Amendment.

8. The terms and conditions of the Community School Contract not modified in this Amendment are hereby affirmed as if fully set forth in this Amendment. In the event of any conflict or inconsistency between this Amendment and the Community School Contract, the terms and conditions in this Amendment shall control and prevail in all respects. This Amendment may be executed in counterparts, each of which shall be deemed an original but together shall be deemed to constitute one and the same document.

IN WITNESS WHEREOF, this Amendment has been executed by the parties on the date first written above.

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

By: 
Michael J. Petrilli
President

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


By: 
Print Name: TOM BETTCHER
Governing Authority Representative

Exhibit 4: Academic and organizational accountability plan (K–12)

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

To be considered for contract renewal, the GOVERNING AUTHORITY is expected to have “achieved” the standard as specified herein, which is the SPONSOR’s minimum expectation for the School. An inability to achieve minor elements of the standards may not prevent consideration of contract renewal, based on the totality of the circumstances, which will be subject to SPONSOR’s sole and complete discretion. The SPONSOR will also consider the school’s Local Report Card, as issued by the Ohio Department of Education and incorporated by reference herein.

All indicators are reviewed annually and are also reviewed over the term of the contract at renewal.

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

Secondary academic indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
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¹ The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score).

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

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

VA: Overall grade	A or B	C or D	F	NA
PI: Overall grade	A or B	C or D	F	NA
VA: Gifted	A or B	C or D	F	NA
VA: Disabilities	A or B	C or D	F	NA
VA: Lowest 20%	A or B	C or D	F	NA
AMOs (gap closing)	A or B	C or D	F	NA
Dual-enrollment credits	A or B	C or D	F	NA
Industry credentials	A or B	C or D	F	NA
Honors diplomas awarded	A or B	C or D	F	NA
AP score	A or B	C or D	F	NA
IB score	A or B	C or D	F	NA
College Admission Test	A or B	C or D	F	NA
School regularly administers internal growth assessment	NA	Yes	No	NA
School met a majority of its internal/mission specific goals (section A.7 of this contract)	NA	Yes	No	NA
Financial measures of success (current year)	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Current ratio of assets to liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one-year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is less than or equal to 0.9
Days' cash	60 or more days' cash	Between 30 and 60 days' cash	Between 15 and 30 days; OR between 30 and 60 days' cash AND one-year trend is negative	Fewer than 15 days' cash

Current-year enrollment variance ⁴	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90%–95% of budgeted enrollment in most recent year	Actual enrollment is 80%–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
Financial measures of success (prior years)	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Multiyear ratio of assets to liabilities ⁵	Ratio is greater than or equal to 1.1 for at least the 2 most recent years	Ratio is between 1.0 and 1.1 for at least the most recent year	Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most

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

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

			previous years out of 3 years	previous years out of 3 years
Cash flow	Cash flow is positive for at least the 2 most recent years	Cash flow is positive for at least 1 of the most recent 2 years	Cash flow is not positive for at least 1 of the most recent 2 years	Cash flow is negative for any 2 consecutive years
Operations/ governance primary indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Records compliance ⁶	90% or higher	79%–89%	60%–78%	59% or below
On-time records submission rate	90% or higher	79%–89%	60%–78%	59% or below
Financial records submitted monthly	90% or higher	79%–89%	60%–78%	59% or below
Annual audit	Two consecutive years of no findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	No findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	Audit contains fewer than three of the following: findings, noncompliance citations, questioned costs, or material weaknesses, or findings for recovery (less than \$5,000 combined), as set forth in the audit	Audit contains three or more of the following: findings, noncompliance citations, questioned costs, or material weaknesses, or findings for recovery (in excess of \$5,000 combined), as set forth in the audit
LEA special-education performance determination (most recent annual) ⁷	Meets requirements	Needs assistance	Needs intervention	Needs substantial intervention
Operations/ governance secondary indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Five-year forecasts submitted to the ODE by statutory deadlines		Yes	No	
Preopening assurances documentation		Completed and available 10 days before the first day of school	Not completed and not available 10 days before the first day of school	
Annual report		Submitted to parents and the sponsor by the last day of October	Not submitted to parents and the sponsor by the last day of October	

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

⁷ The Individuals with Disabilities Education Improvement Act (IDEIA) requires that state education agencies make annual determinations regarding the performance of special-education programs operated by local education agencies (LEAs) that receive federal IDEA Part-B funding. In Ohio, individual charter schools are considered LEAs.

Safety plan and blueprint submitted within the last three years to the Ohio Attorney General		Yes	No	
Family-survey results	80% or greater overall satisfaction with school	60%–79% overall satisfaction with school	40%–59% overall satisfaction with school	39% or less overall satisfaction with school