

**FIRST AMENDMENT TO
THE COMMUNITY SCHOOL CONTRACT**

This First Amendment to the Community School Contract (the “Amendment”) is entered into effective as of July 1, 2023 (the “Effective Date”) by and between the Thomas B. Fordham Foundation (the “SPONSOR”) and the GOVERNING AUTHORITY (the “GOVERNING AUTHORITY”) of the Dayton Early College Academy (the “Community School”).

RECITALS

WHEREAS, the SPONSOR and the GOVERNING AUTHORITY entered into a Community School Contract effective as of July 1, 2022 pursuant to the provisions of Chapter 3314 of the Ohio Revised Code (the “Contract”).

WHEREAS, pursuant to Article XV of the Contract, the SPONSOR and the GOVERNING AUTHORITY wish to modify and amend the Contract in certain respects stated herein to reflect the addition of certain statutory legislative updates.

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

1. “Article III. Responsibilities of the GOVERNING AUTHORITY” of the Contract is hereby amended beginning at the bottom of page 6 and continuing until page 8 of the Contract to delete and substitute the following paragraphs:

The GOVERNING AUTHORITY shall request a Bureau of Criminal Identification and Investigation (“BCI”) along with the Federal Bureau of Investigation (“FBI”) 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 or a summary thereof, shall be provided to the SPONSOR upon request.

In accordance with Code Section 3319.39, the GOVERNING AUTHORITY shall request a BCI and FBI criminal-records check with respect to teachers and any applicant, or other person who has applied to the Community School for employment in any position that does not require a license issued by the State Board of Education, as defined in Code Section 3319.31, or a registration issued by the State Board of Education under Chapter 3319, and is not for the operation of a vehicle for student transportation. Any such applicants shall not be hired until the GOVERNING AUTHORITY receives a favorable criminal-records check for that applicant from BCI and the FBI. The Community School shall not hire a person, or release a person from employment as applicable, any person who does not receive a criminal-records check for that person that is favorable, both under the law and to the Community School, from both the BCI and FBI.

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 records checks of all staff, and valid teaching certification of staff. Proof of occupancy shall be

satisfied by the GOVERNING AUTHORITY providing to the SPONSOR any permanent, interim, or temporary certificate of occupancy issued by the government agency having jurisdiction over the same. Proof of teacher certification shall be satisfied by the GOVERNING AUTHORITY providing to the SPONSOR any temporary or permanent teaching certificate/license issued by the Ohio Department of Education.

In accordance with Code Section 3314.03(A)(10), the GOVERNING AUTHORITY agrees to hire classroom teachers who are licensed in accordance with Sections 3319.22 to 3319.31 of the Code and may employ other persons as necessary to carry out and fulfill its mission pursuant to Section 3314.01(B) of the Code. In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY hereby represents that all individuals who teach in the Community School during the term of this Contract shall (i) hold a license to teach in a public school in Ohio under Sections 3319.22 to 3319.31 of the Code; (ii) be otherwise permitted by law to teach in an Ohio community school by rule or statute; or (iii) be in the process of obtaining a license to teach in a public school in Ohio under the conditional or alternative path to licensure set forth under Ohio law. The GOVERNING AUTHORITY represents that any individual teaching at the Community School under this option shall complete the conditional or alternative path to licensure not later than two (2) years after beginning to teach at the Community School. The Community School may engage noncertified persons to teach up to twelve (12) hours or forty hours per week pursuant to Section 3319.301 of the Code. The requirement of certification or licensure may be fulfilled by obtaining either a teaching certificate/license or temporary teaching certificate/license issued by the State Board of Education. Pursuant to Code Sections 3314.014 and 3314.03(A)(10)(b), the Community School shall not employ an individual in any position if the State Board of Education permanently revoked or permanently denied the individual a license under Code Section 3319.31 or if the individual entered into a consent agreement under division (E) of Code Section 3319.311 in which the individual agreed never to apply for a license after the date on which the agreement was entered into.

* * *

In accordance with Code Section 3314.03(A)(11)(d) and Code Section 3314.03(A)(11)(l), the GOVERNING AUTHORITY shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.50, 3313.539, 3313.5310, 3313.5318, 3313.5319, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.6028, 3313.6029, 3313.643, 3313.648, 3313.6411, 3313.6413, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.7117, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.0812, 3319.238, 3319.318, 3319.321, 3319.324, 3319.39, 3319.391, 3319.393, 3319.41, 3319.46, 3320.01, 3320.02, 3320.03, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3322.20, 3322.24, 3323.251, 3327.10, 4111.17,

4113.52, 5502.262, 5502.703 and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Code as if it were a school district and will comply with Section 3301.0714 of the Code in the manner specified in Section 3314.17 of the Code.

2. "Section A. Education Plan" of "Article III. Responsibilities of the GOVERNING AUTHORITY" of the Contract is hereby amended beginning on page 13 to include the following additional provisions:

The GOVERNING AUTHORITY, pursuant to Code Section 3314.0310, shall adopt procedures regarding child abuse reporting and training for all staff and volunteers as to their obligation to report and consequences for failure to do so.

1. If the Community School serves any students in grades kindergarten through six, the Community School shall adopt curriculum for those grades that includes annual developmentally appropriate instruction in child sexual abuse prevention, including information on available counseling and resources for children who are sexually abused. The Community School's instruction and information provided shall not be connected in any way to any individual, entity, or organization that provides, promotes, counsels, or makes referrals for abortion or abortion-related services. Upon written request of the student's parent or guardian, a student shall be excused from taking instruction in child sexual abuse prevention.
2. If the Community School serves any students in grades seven through twelve, the Community School shall adopt curriculum for those grades that includes developmentally appropriate instruction in sexual violence prevention education, except that upon written request of the student's parent or guardian a student shall be excused from taking instruction in sexual violence prevention.
 - a. If the parent or legal guardian of a student less than eighteen years of age who is attending the Community School submits to the principal a written request to examine the sexual violence prevention education instruction materials used at that Community School, the principal, within forty-eight hours after the request is made, shall allow the parent or guardian to examine those materials at that Community School.
3. The Community School shall notify the parents and legal guardians of students who receive instruction related to child sexual abuse prevention and sexual violence prevention of all of the following:
 - a. That instruction related to child sexual abuse prevention and sexual violence prevention is a required part of the Community School's curriculum.
 - b. That upon request, parents and legal guardians may examine such instructional materials within forty-eight hours of making a request to the principal.

- c. That upon written request of the student's parent or guardian, a student shall be excused from taking instruction in child sexual abuse prevention and sexual violence prevention.

If the Community School (not the local school district) or employees of the Community School or contracted vendors provide transportation for the Community School's students, the GOVERNING AUTHORITY will adopt a policy for handling emergencies on the school bus and will provide training to drivers, employees and students accordingly. If the Community School uses a nine passenger van, as described in Code Section 4511.76(F), to regularly transport students to the Community School, the Community School shall ensure compliance with the requirements of Code Section 4511.76(G).

3. "Section D. Accountability Plan" of the "Article III. Responsibilities of the GOVERNING AUTHORITY" of the Contract is hereby amended beginning on page 16 to include the following additional provisions:

If the Community School receives student wellness and success funds as described in Code Section 3317.26, the GOVERNING AUTHORITY agrees that the Community School shall do the following:

1. In each fiscal year the Community School receives such funds, it shall spend the funds on any of initiatives or combination of initiatives or combination of initiatives described in Code Section 3317.25(B)(1)(j) to (q), provided that not less than fifty percent of the funds that are attributable to the Community School's staffing cost for student wellness and success component, as determined by the Department of Education and Workforce, must be spent on initiatives described under (B)(1)(j) or (o) of Code Section 3317.25.
2. The Community School will develop a plan to utilize the student wellness and health funds it receives in coordination with a community mental health prevention or treatment provider or the local board alcohol, drug addiction, and mental health services established under Chapter 340 of the Code and one of the community partners identified under Code Section 3317.25(C).
3. Within the thirty days of the creation or amendment of the plan, the Community School will share the plan at a public meeting of the GOVERNING AUTHORITY and post the plan on the Community School's website.
4. All student wellness and success funds allocated in fiscal years 2020 to 2023 will be expended by June 30, 2025. Beginning in fiscal year 2024, all student wellness and success funds will be expended by the end of the following fiscal year. Any funds not expended by the designated deadline must be repaid to Department of Education and Workforce.
5. If the Community School fails to properly spend the funds as required by Code Section 3317.26(C) and (D), the Community School may be

subject to a corrective action plan and withholding of future student wellness and success funds as set forth in Code Section 3317.26(H).

4. “Article XXVII. Reorganization of the Ohio Department of Education” of the Contract is hereby added as a new Article at the end of the Contract as follows:

Except with regard to matters related to the statutory powers and duties of the State Board of Education described in Code Section 3301.111, whenever the Contract and the Exhibits refer to “ODE,” the Ohio Department of Education,” the “Department,” the “State Board of Education,” or the “Superintendent of Public Instruction,” such references shall be deemed to refer to the Department of Education and Workforce or the Director of Education and Workforce, whichever is appropriate in the particular context of the Contract.

5. Exhibit 4 of the Contract is hereby deleted and substituted in its entirety by Exhibit 4 included with this Amendment, which is hereby incorporated by reference as if fully rewritten herein.

6. The SPONSOR and the GOVERNING AUTHORITY hereby agree that except as provided for in this Amendment, the Contract and all of its terms, covenants, and conditions remain in full force and effect and are affirmed as originally written.

Executed Signature Page Follows

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the Effective Date.

**ON BEHALF OF THE
THOMAS M. COOPER FOUNDATION**

BY: Michael Petrilli
Michael J. Petrilli
President

DATE: 6/20/2024

**THE GOVERNING AUTHORITY
OF DAYTON EARLY COLLEGE
ACADEMY**

BY: Mike McQuiston
Governing Board Representative

DATE: June 21, 2024

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 “meet” 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 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	4 stars or higher	3 stars	2 stars	1 star
VA ²	5 stars	4 stars	2 – 3 stars	1 star
Gap Closing	4 stars or higher	3 stars	2 stars	1 star
Prepared for Success	4 stars or higher	3 stars	2 stars	1 star
Graduation rate (four years)	Greater than or equal to 96.5%	From 90% to less than 96.5%	From 84% to less than 90%	Less than 84%
Improving At-Risk K-3 Readers	Greater than or equal to 88%	From 68% to less than 88%	From 58% to less than 68%	From 0% to less than 58%
Performance versus local market: ³ PI	Ranked in the 80th percentile or higher in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom half in PI score
Performance versus local market: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score
Performance versus statewide charters: PI	Ranked in the 80th percentile or higher in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom half in PI score
Performance versus statewide charters: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score

¹ The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score). For report card ratings, PI percentage is the school’s PI score in relation to the average PI score of the top 2% of schools in the state.

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. The report card incorporates an “effect size” measure that will also determine the rating alongside the traditional “index score.”

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.

Supplemental information (not rated)	Blue	Green	Yellow	Orange
Internal Assessments	School regularly administers an internal growth assessment and uses the data collected to inform instructional practice and show continuous improvement	School regularly administers an internal growth assessment and uses the data collected to inform instructional practice	School regularly administers an internal growth assessment	School does not regularly administer an internal growth assessment
Mission specific goals (section A.7 of this contract)	School has developed mission specific goals, regularly analyzes progress in achieving mission specific goals, and met a majority of its mission specific goals.	School has developed mission specific goals, regularly analyzes progress in achieving mission specific goals	School has developed mission specific goals	School has not developed mission specific goals
Family and student survey	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a 70% or higher response rate, and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a 55-69.9% response rate and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had 40% to 54.9% response rate, and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a response rate of lower than 39.9% and shared the results with the school's board
Teacher Retention	The percentage of teachers who continued employment from the prior school year is 90% or above	The percentage of teachers who continued employment from the prior school year is between 85% to 89.9%	The percentage of teachers who continued employment from the prior school year is between 70% to 84.9%	The percentage of teachers who continued employment from the prior school year is below 70%
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'	Between 30 and 60	Between 15 and 30	Fewer than 15 days'

	cash	days' cash	days; OR between 30 and 60 days' cash AND one-year trend is negative	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 previous years out of 3 years	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most previous years out of 3 years
Cash flow	Cash flow is positive for at least the 2 most recent years	Cash flow is positive for the most recent year.	Cash flow is negative for the most recent year	Cash flow is negative for the 2 most recent years
Operations/ governance indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Records compliance ⁶	95% or higher	90%–94.9%	75%–89.9%	74.9% or below
Special-education compliance performance indicator score (most recent annual) ⁷	3.75-4.0 points	Needs assistance 3.0-3.74 points	1.25-2.99 points	Less than 1.25 points

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.

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.