

# **MASTER CONTRACT**

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

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## COMMUNITY SCHOOL CONTRACT

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This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective July 1, 2022, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of Dayton Early College Academy (DECA), located at 300 College Park, Dayton, OH 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 Code. Such school shall be a public school, independent of the Dayton City School District and part of the state education program. Pursuant to Code Section 3314.01, the Community School may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the school. The GOVERNING AUTHORITY of the Community School may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Chapter 3314 of the Code, other statutes applicable to community schools, and the terms of this Contract. The Community School is educating children in grades or age-equivalent grade levels 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.”

### **Article II. Term**

The term of this Contract shall be for a period of three years, commencing July 1, 2022, and ending June 30, 2025, and will automatically renew for a two-year period commencing July 1, 2025, and ending June 30, 2027 (the “Term”)—provided, however, that the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract. This Contract may be renewed by the parties hereto in accordance with the

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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 the following:

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
5. Such other material and information as 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 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 City 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 AUTHORITY agrees to take all appropriate action to ensure that the SPONSOR is listed as an additional named insured on each of these insurance policies.

No later than fifteen (15) days following the date of this Contract, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall

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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 the Thomas B. Fordham Foundation, 130 West Second Street, Suite 410, Dayton, Ohio 45402, Attn: Vice President for Sponsorship, and to Thomas A. Holton/Tami Kirby, Porter, Wright, Morris & Arthur LLP, Suite 1600, One South Main Street, Dayton, Ohio 45402-2028.

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

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

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

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child. Any such applicants shall not be hired until the GOVERNING AUTHORITY receives a favorable criminal-records check for that applicant from BCI&I.

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

In accordance with Code Section 3314.03(A)(10), the GOVERNING AUTHORITY agrees to hire classroom teachers who are licensed in accordance with Sections 3319.22 to 3319.31 of the Code and may employ other persons as necessary to carry out and fulfill its mission pursuant to Section 3314.01(B) of the Code. In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY hereby represents that all individuals who teach in the Community School during the term of this Contract shall (i) hold a license to teach in a public school in Ohio under Sections 3319.22 to 3319.31 of the Code; (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 Ohio Department of Education.

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

In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student without legitimate excuse. 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.

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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) 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, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.643, 3313.648, 3313.6411, 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, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.238, 3319.318, 3319.321, 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, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Code as if it were a school district and will comply with Section 3301.0714 of the Code in the manner specified in Section 3314.17 of the Code.

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

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

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

In accordance with Code Section 3314.03(A)(25), the Community School will open for operation not later than September 30. The Community School and the GOVERNING AUTHORITY will comply with Code Section 3314.50 prior to the Community School's start of operations as a community school, as applicable. In its initial year of operation, if the Community School fails to open by September 30, or within one year after the adoption of the contract pursuant to Code Section 3314.02(D) if the mission of the school is solely to serve dropouts, the contract shall be void.

To the extent required by Code Section 3314.03, the Community School, unless it is an e-school or a school in which a majority of the enrolled students are children with disabilities, shall comply with Code Section 3313.6021 and Code Section 3313.6023 as if it were a school district.

If the Community School operates as a preschool program that is licensed by the Department under Code Sections 3301.52 to 3301.59, the Community School shall comply with Code Sections 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the State Board of Education under R.C. 3301.53.



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

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

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

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

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

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

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

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

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

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

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

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

As consideration for the sponsorship of the Community School by the SPONSOR, the GOVERNING AUTHORITY—or, as directed, the Community School—will pay a sponsorship fee (the “Sponsorship Fee”) to the SPONSOR on or before the tenth (10th) day of the month for the term of this Contract of the total amount of payments for operating expenses that the school receives from the state. The Sponsorship Fee will be based on the full-time enrollment (FTE) number from the Community School Settlement statement and will be the sum of 2 percent from a school’s total state support for the first three hundred (300) FTEs and 1.5 percent for all additional FTEs.

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

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

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

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Sponsorship fees that remain unpaid for more than thirty (30) days after they become due will accrue interest as follows: thirty to sixty (30–60) days will accrue 4 percent on any outstanding principal balance; sixty-one to ninety (61–90) days will accrue 6 percent on any outstanding principal balance; and ninety or more (90+) days will accrue 8 percent on any outstanding principal balance. The Total State Support shall be the total state foundation payment as 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. In the event that the Department does not promulgate such regulations or guidance, the Total State Support shall include all revenue received by the Community School pursuant to Title 33 of the Ohio Revised Code and detailed on the community school settlement report, excluding any incentive based grants, charitable contributions; or funding provided outside of Title 33 of the Ohio Revised Code and uncodified law. For purposes of this Contract and calculation of the sponsorship fee payable by the GOVERNING AUTHORITY to the SPONSOR pursuant to this article of the Contract, the components of the total state support payment include total payment before retirements, as shown on the monthly statement of settlement, minus any incentive-based funding that includes, but is not limited to, the Quality Community Schools support grant. Nothing in this Contract shall limit the SPONSOR from waiving any debt owed to it by the Community School at the SPONSOR's discretion.

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

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

**A. Educational Plan:**

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

In accordance with Code Section 3314.03(A)(23), the GOVERNING AUTHORITY agrees to set forth in Exhibit 1 a description of both classroom-based and non-classroom-based learning opportunities in compliance with the criteria set forth in Section 3314.08(H)(2) of the Code. The GOVERNING AUTHORITY represents that the Educational Plan attached hereto as

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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, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Code, except that for students who entered the ninth grade before July 1, 2010, if any, the requirement in Sections 3313.61 and 3313.611 of the Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the GOVERNING AUTHORITY of the Community School rather than the curriculum specified in Title XXXIII of the Code or any rules of the State Board of Education; further provided that for students who enter the ninth grade for the first time on or after July 1, 2010, if any, Sections 3313.61 and 3313.611 of the Code shall be met, which require a student to successfully complete the requirements prescribed in Sections 3313.6027 and 3313.603(C) of the Code prior to receiving a high school diploma, unless said student qualifies under division (D) or (F) of that section. The GOVERNING AUTHORITY, if applicable, shall implement the plan for awarding high school credit based on a student's ability to demonstrate subject-area competency, as such competency standards are adopted and published pursuant to Section 3313.603(J) of the Code.

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

**B. Financial Plan:**

In accordance with Code Section 3314.03(A)(15), the GOVERNING AUTHORITY agrees to comply with the financial plan ("Financial Plan") of the Community School, which details an estimated school budget for each year of the period of this Contract; specifies the total estimated per-pupil expenditure amount for each such year; and describes the financial policies,

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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/or reasonable 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.

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 cashflow and income statements and balance-sheet information and may further include statements of revenues, expenses, and changes in net assets. The GOVERNING AUTHORITY will allow the SPONSOR to monitor the Community School's operations at the request of the SPONSOR.

The Community School will undergo an annual audit performed by 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.

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

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

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

**C. Governance Plan:**

The GOVERNING AUTHORITY agrees to comply with the policies and procedures for the management and administration of the Community School as set forth in the governance and administrative plan (“Governance Plan”), which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein.

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

The GOVERNING AUTHORITY agrees that any voting member of the GOVERNING AUTHORITY will recuse him/herself and not participate in any decisions or deliberations involving the following relatives, regardless of where they reside: (1) spouse, (2) children, (3) siblings, (4) parents, (5) grandparents, and (6) grandchildren; any other person related by blood or by marriage and living in the same household; or any business associate who is an employee of the school, any employee of a management organization or a vendor that services the school, or any independent contractor servicing the school. Servicing the school is defined as any work that relates to the educational mission, operations, or governance of the school. The approved minutes of the Governing Authority will specifically evidence these recusals and reasons 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

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newsletters, annual reports, admissions materials, handbooks, application forms, and promotional materials other than radio advertisements.

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

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

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

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

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

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

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

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

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

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

**D. Accountability Plan:**

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

The GOVERNING AUTHORITY agrees to comply with all requirements of the federal Every Student Succeeds Act ("ESSA") and any amendments or reauthorization thereof and the state's plan to comply with ESSA. The GOVERNING AUTHORITY will provide the SPONSOR with a written description of all actions it has taken to comply with applicable ESSA requirements by October 31.

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

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

**Article IV. Responsibilities of the SPONSOR**

The SPONSOR shall perform its obligations under this Contract pursuant to Section 3314.015(B) of the Code and consistent with its obligations under its written agreement with the Ohio Department of Education as well as Section 3314.03(D) of the Code. Specifically, the SPONSOR shall (1) monitor the Community School's compliance with all applicable laws and with the terms of the Contract; (2) monitor and evaluate the academic and fiscal performance and the organization and operation of the Community School on at least an annual basis; (3) report, by November 30 of each year, the results of the evaluation conducted under division (D)(2) of Code Section 3314.03 to the Ohio Department of Education and to the parents of students enrolled in the Community School; (4) provide technical assistance to the Community School in complying with all applicable laws and terms of the Contract; (5) take steps to intervene in the Community



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

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

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

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

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

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

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

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

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

Notwithstanding the foregoing, nothing in this Article is or shall be construed to be a waiver of any exceptions, exclusions, or other rights that the GOVERNING AUTHORITY may have or of which it 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 operator, if any

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

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

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

Should the GOVERNING AUTHORITY elect to move the Community School to a new location, the GOVERNING AUTHORITY shall neither commence school operations nor, in the new location, begin classes for students until it has received a letter of approval to operate ("Letter of Approval") issued by the SPONSOR, the requirements of which are attached hereto as Exhibit 5 and incorporated by reference as if fully written herein, as well as any other health and safety certificates or documentation required by the appropriate governmental agency. The SPONSOR

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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, Temporary Certificate of Occupancy, and/or any other required health and safety certificate is revoked by a governmental agency due to violations of health and safety standards or until such time as school operations are suspended pursuant to this Contract and Ohio law or this Contract otherwise terminates or expires pursuant to the provisions herein.

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

**Article VIII. Probationary Status**

In accordance with the requirements of Code Section 3314.073, 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 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 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

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

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

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:**

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1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
2. If at any time public health and safety officials inspect the facilities of the Community School, such officials have the authority to order the facilities closed for noncompliance.
3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings and pose an imminent danger to the health and safety of the school's students and employees, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.
4. If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.
5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, the Community School may reopen following notification by the SPONSOR that such suspension is no longer in effect.

**B. Other:**

The SPONSOR may also suspend the operation of the Community School for 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. 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

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promptly review any proposed remedy submitted in a timely manner by the GOVERNING AUTHORITY and either approve or disapprove the proposed remedy.

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

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

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

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

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

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

The expiration of the Contract between the SPONSOR and the GOVERNING AUTHORITY shall be the date provided in the Contract—provided, however, that the GOVERNING AUTHORITY may terminate this Contract upon one hundred eighty (180) days' written notice to the SPONSOR of its intent to enter into a Community School Contract with a

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successor sponsor approved to be a sponsor of community schools by the Ohio Department of Education. If the SPONSOR decides to terminate the Contract prior to its expiration, then, not later than January 15 in the year in which SPONSOR intends to terminate this Contract, the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate the Contract pursuant to Code Section 3314.07. The SPONSOR may choose to terminate this Contract prior to its expiration for any of the following reasons:

1. The GOVERNING AUTHORITY's failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School
2. The GOVERNING AUTHORITY's failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management
4. The GOVERNING AUTHORITY's violation of any provisions of this Contract or applicable state or federal law
5. The Community School is insolvent or is bankrupt
6. The Community School has insufficient enrollment to successfully operate a community school or the Community School has lost more than 50 percent of its student enrollment from the previous school year
7. The Community School defaults in any of the terms, conditions, promises, or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY
8. The Community School's applicant(s), directors, officers, or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR's issuance of this Contract, Preliminary Agreement, or other legally binding document executed by the parties to this Contract or the Community School's reporting requirements under this Contract or applicable law
9. The SPONSOR discovers grossly negligent, fraudulent, or criminal conduct by the Community School's applicant(s), directors, officers, employees, or agents in relation to their performance under this Contract
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:

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

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

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

**Article XI. Contract-Termination Contingencies**

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

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

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

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the Community School shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes but is not limited 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



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

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

**Article XII. Governing Law**

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

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

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

The parties expressly acknowledge that the Community School is not operating as the agent or under the direction or control of the SPONSOR except as required by law or this Contract and that the SPONSOR assumes no liability for any loss or injury from (i) the acts and omissions of the Community School or its directors, trustees, officers, agents, subcontractors, independent contractors, representatives, or employees; (ii) the use and occupancy of the building or buildings occupied by the Community School or any matter in connection with the condition of such building or buildings; or (iii) any debt or contractual obligation incurred by the Community School. The

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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. However, this Article does not limit the Community School from enforcing the terms of this Contract and SPONSOR's performance of the duties herein. The GOVERNING AUTHORITY hereby covenants not to sue the SPONSOR's directors, trustees, officers, employees, agents, or representatives for any matters that arise under this Contract. Furthermore, the GOVERNING AUTHORITY agrees to indemnify the SPONSOR for liabilities, causes of action, losses, and expenses (including reasonable attorney fees) for acts or omissions of the Community School, the GOVERNING AUTHORITY, and the Community School Treasurer to the fullest extent provided for and covered by insurance maintained by the Community School and GOVERNING AUTHORITY pursuant to Article III.

**Article XIV. Assignment**

Neither this Contract nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior written consent of both parties, which consent shall not be unreasonably withheld, and upon such terms and conditions as the parties may agree. Any assignment without the prior written consent of both parties is void. The GOVERNING AUTHORITY shall have the authority to subcontract its obligations under this Contract to third parties for the management and daily operations of the Community School.

**Article XV. Amendments or Modifications**

This Contract, and all amendments hereto, constitute the entire agreement of the parties and may be modified or amended, provided that any such modification is in writing and signed by both parties. The Exhibits may be modified by the GOVERNING AUTHORITY and SPONSOR in the interim, pending subsequent approval of all Exhibits by the parties. All interim changes and modifications must be necessary for the effective and efficient operation of the Community School and consistent with the purposes and terms of this Contract. Any changes or modifications of this 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

**COMMUNITY SCHOOL CONTRACT**

other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

**Article XVII. Every Student Succeeds Act**

To the extent applicable to community schools, the Community School will be subject to the federal rules and regulations for publicly funded schools as outlined in the ESSA and its associated regulations.

**Article XVIII. Dispute-Resolution Procedure**

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

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

**COMMUNITY SCHOOL CONTRACT**

with respect to the operation of Community School. No course of prior dealing between the parties shall supplement or explain any terms used in this Contract.

**Article XXI. Notice**

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

If to GOVERNING AUTHORITY:

GOVERNING AUTHORITY  
Dayton Early College Academy  
c/o Mike McQuiston  
300 College Park  
Dayton, OH 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  
130 West Second Street, Suite 410  
Dayton, Ohio 45402  
Attn. Kathryn Mullen Upton

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

**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.

**COMMUNITY SCHOOL CONTRACT****Article XXIII. Force Majeure**

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

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

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

**Article XXV. Nonagency**

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

**COMMUNITY SCHOOL CONTRACT**

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

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

**ON BEHALF OF THE  
THOMSON FOUNDATION**

BY: Michael Petrilli  
DocuSigned by: AAF297A50A61430

Michael J. Petrilli  
President

DATE: 6/17/2022

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

BY: MICHAEL MCQUISTON  
Governing Board Representative

DATE 6/28/22

## **Exhibit 1. Education Plan**

### **A.1 Mission**

The mission of Dayton Early College Academy (DECA) is to prepare future college graduates today to become the leaders of our community tomorrow.

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

We believe that all children deserve a world class education regardless of their zip code, race, or ethnicity.

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

##### **Job-Embedded Professional Development**

Over the course of the past several years and continuing into the future, professional development for our instructional staff is paramount. Novice teachers are partnered with a mentor veteran teacher to provide formal and informal support, instructional coaches provide ongoing personalized support and feedback for teachers, and professional learning communities (PLCs) allow teachers to engage in authentic reflection and professional renewal with their peers. Collaborative time is viewed as sacred.

##### **Focus on the Whole Child**

Our schools focus on fulfilling the needs of the whole child. Tracking back to the UChicago Consortium's research related to the impact of noncognitive factors in school performance, we recognize that college-going young men and women must develop healthy habits in order to find and sustain success. From daily advisory sessions focused on developing noncognitive skills and training all teachers in conscious discipline to providing concrete college exposure and addressing health and safety concerns inside and outside of school, our faculty and staff make addressing students' nonacademic needs a priority to ensure they are able to focus on achieving their goals.

##### **Partnership with Parents**

One of our core values is "invest deeply in relationships." Because this is a lived value, we endeavor to build authentic and long-lasting relationships with our students and their families. Our team recognizes that we cannot effect the change we want to bring to our community without working in partnership with our community and our parents. In practice, we implement this axiom in several ways. First, we require our faculty to conduct home visits with families at the start of the year to learn from our parents and establish rapport as we begin a new year. Next, we require parents to participate in monthly parent meetings that are designed to (1) explain our curriculum and academic expectations, (2) provide information parents have deemed important (e.g., information about saving for college, summer opportunities for students, and strategies to engage students in mathematics at home), and/or (3) build community among parents and staff.

## 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

The 2021–22 school year is DECA High’s second fully using College Prep Mathematics (CPM–Core Connections). The high school team adopted CPM because it is an inquiry-based curriculum that provides a number of avenues and strategies for students to solve equations and problems. Our primary objective is to ensure that students develop a deep understanding of the “why” behind math rules. CPM meets Ed Reports’ expectations for alignment to Common Core State Standards for mathematics.

After an extensive review of existing language arts curriculum programs, our high school has decided to continue to use our school-developed materials. We are currently creating all resources for classes and have begun to explore a potential partnership with Reading Reconsidered (the curriculum that we use at the Middle school) as they are in the process of developing units for high school in the coming years.

The next phase of our review of our curriculum is our social studies and science materials. While planning work is already underway, following the successful adoption of our math curriculum, we have also begun the process of researching and piloting curriculums for Science and Social Studies in grades 5-12. This year, we purchased materials from both Process Oriented Guided Inquiry Learning (POGIL) and Argument Driven Inquiry (ADI) for high school science. All high school science teachers will undergo a two day training for those materials later this summer so that they’re able to fully implement them in the coming year. In the 2022-23 school year, science teachers are planning to use the materials to streamline labs and align expectations across grade levels. Before the next school year, teachers will work to create a more comprehensive scope and sequence that includes the ADI and POGIL materials along with content building lessons

At DECA High, teachers use the TCI for social studies instruction. TCI offers a flexible curriculum, allowing teachers autonomy to select lessons and structures that will work for their classrooms. Students use a blended-learning approach in class with TCI. We intend to adopt a more rigorous social studies curriculum and are currently exploring options.

### **On-site ACT Prep**

All DECA students are required to take the ACT twice. In preparation for this important test, we provide a free, tailored course where all Juniors receive ACT preparation twice a week from a certified instructor on-site during the regular school day.

### **Gateway Process**

Our rigorous curriculum requires students to pass six sets of requirements or benchmarks called "gateways" which every student must complete before graduating from DECA. These are unique to our school and are required in addition to regular class work. The gateways help DECA students



focus on writing skills, the steps to applying for college/financial aid, and being prepared for college life. They include school expectations such as attendance and grade point average, as well as skill building activities that broaden the student's knowledge of the world and specific skills needed for college like writing and public speaking. The gateway process culminates in choosing, preparing for, and applying to college. The final gateway includes a capstone project where the student writes their autobiography and presents it to others as a way of knowing themselves and where they want to go in life. Each gateway has clearly specified learning standards. Students pass through gateways at their own individual pace; however, students are expected to go through all six gateways during their four-year tenure at DECA. Students are expected to complete a minimum of one gateway during their first year at DECA. During subsequent years students should attempt two gateways per year.

### ***Gateway 1 - Presentation of Learning***

**Attendance:** Less than 2.5 days missed over 45+ day period as evidenced by current attendance from eSchool printout, signed gateway certification, and make-up log.

**GPA:** 2.0 GPA minimum as evidenced by transcript printed by advisor 72 hours prior to the Gateway.

**Exemplary Creative Class Projects:** Completion of two approved FYA class projects with a score above a 72%; Earn over 80% OR completion of reflection over rubric score.

**Exemplary Class Writings:** Completion of two approved FYA class writing assignments with a score above 72%; Earn over 80% OR completion of reflection over rubric score.

**Family Participation:** Gateway Certification Form signed by the advisor, family member, and student stating that the family actively participated in parent-student DECA activities.

**Planner:** Completed and signed by advisor at the end of each day 80% of the time as evidenced by planner and signed Gateway Certification Form.

**Community Service:** 15 Community Service hours completed with FYA cohort and independently.

**DECA Life Forms:** Completion of 2 DECA Life Forms by advisor and one classroom teacher (Quarter 1 interim and end of Q1).

**Journals:** Five reflective journals written on topics chosen by advisor, one journal on each of the following topics: Naviance Cluster Finder Results, Reflection about both DECA Life Forms, and Community Service. (8 journals total)

**Cluster Finder:** Students will complete the Naviance Cluster Finder Assessment and evidence completion by printing off results.

**Portfolio:** Gateway materials submitted 72 hours prior to gateway presentation in an organized binder with completed table of contents.

***Gateway 2 – Demonstration of Learning and Research***

**Attendance:** Less than 2.5 days missed over 45+ day period as evidenced by current attendance from eSchool printout, signed gateway certification, and make-up log.

**GPA:** 2.0 GPA minimum as evidenced by transcript printed by advisor 72 hours prior to the Gateway.

**Independent Creative Project:** Student must research a topic approved by their advisor and appropriate department chair, create a research project, and write an annotated bibliography. This project will be presented at the gateway. Independent Book Paper: Completion of a five paragraph minimum, 2 plus full page literary analysis of a pre-approved book not assigned in class.

**Family Participation:** Gateway Certification Form signed by the advisor, family member, and student stating that the family actively participated in parent-student DECA activities.

**Planner:** Completed and signed by advisor at the end of each day 80% of the time as evidenced by planner and signed Gateway Certification Form.

**Community Service:** 30 Community Service hours completed with Gateway Table of Contents signed by Mrs. Rasmussen

**Job Shadow:** Student completes a group job shadow evidenced by certificate of completion prepared by Mrs. Rasmussen and a copy of the thank you note

**Naviance Goal Setting:** Students will use the Naviance "Goal Setting" task. The students will set two goals. They will need to answer prompts of "My goal is..., It is important because..., and Steps I will take to reach the goal..."

**Study Skills Class:** Student must complete and pass Study Skills class through DECA as evidenced by signature from College Liaison Office

**Portfolio:** Gateway materials for Gateways 1 and 2 submitted 72 hours prior to gateway presentation in an organized binder with completed table of contents.

***Gateway 3 – Career Prep/Interpretation***

**Attendance:** Less than 2.5 days missed over 45+ day period as evidenced by current attendance from eSchool printout, signed gateway certification, and make-up log.

**GPA:** 2.0 GPA minimum as evidenced by transcript printed by advisor 72 hours prior to the Gateway.

**Independent Book Paper:** Completion of a five paragraph minimum, 2+ full page, literary analysis of a pre- approved book not assigned in class.

**Career Interest Project:** A five paragraph and 3 full page minimum reflective essay combining job shadow experience, Career Interest Profiler (Naviance), and potential career/internship possibilities. Students must have a visual product and works cited to support research related to career.

**Family Participation:** Gateway Certification Form signed by the advisor, family member, and student stating that the family actively participated in parent-student DECA activities.

**Portfolio:** Gateway materials for Gateways 1, 2, and 3 submitted 72 hours prior to gateway presentation in an organized binder with completed table of contents.

**Planner:** Completed and signed by advisor at the end of each day 80% of the time as evidenced by planner and signed Gateway Certification Form.

**Community Service:** 30 Community Service hours completed with Gateway Table of Contents signed.

**Job Shadow:** Student completes 2 individualized job shadows evidenced by certificate of completion prepared by Mrs. Rasmussen and copies of the thank you notes.

**Community College/Technical School Entrance Exam (Accuplacer):** Students must complete Sinclair Accuplacer test to determine placement for college courses.

**Resume:** Created through Naviance in preparation for internships and placed in portfolio.

**College level general education class:** Completed first college class with a minimum passing grade of C as evidenced by college report card or college transcript.

#### ***Gateway 4 – Career Prep/Communication***

**Attendance:** Less than 2.5 days missed over 45+ day period as evidenced by current attendance from eSchool printout, signed gateway certification, and make-up log.

**GPA:** 2.0 GPA minimum as evidenced by transcript printed by advisor 72 hours prior to the Gateway.

**Exemplary Class Book Paper:** Completion of 5 paragraph minimum approved class book literary analysis with a minimum of a "C" for the paper evidenced by class rubric. Must be from a current LA course.

**Independent Argument-Based Research Project:** Argument-based research project accompanied by a 4-page minimum research paper, and formal presentation with visual and works cited.

**Family Participation:** Gateway Certification Form signed by the advisor, family member, and student stating that the family actively participated in parent-student DECA activities.

**Planner:** Completed each day 80% of the time as evidenced by planner and signed Gateway Certification Form.

**Community Service:** 25 Community Service hours completed with Gateway Table of Contents signed by Mrs. Rasmussen and journal-style reflection signed by advisor.

**Extended Learning Experience or Internship:** Completed internship or pre-approved summer camp evidenced by internship paper, certificate of completion and copy of thank you note.

**Self-Study Reflection:** Completion of the reflection document based on College Life Forms and approved ACT prep (Dreams Cost Program or ACT test booklet).

**College level general education class:** Completed second college class with a minimum passing grade of C as evidenced by college report card or college transcript.

**College Survey:** Completed through the Naviance Super Match College Search; three colleges investigated (including admission requirements, financial aid, and 2 scholarship opportunities per institution); evidenced by completed college search survey packet neatly in pen or typed.

#### ***Gateway 5 – Internship/Problem Solving***

**Attendance:** Less than 2.5 days missed over 45+ day period as evidenced by current attendance from eSchool printout, signed gateway certification, and make-up log.

**GPA:** 2.0 GPA minimum as evidenced by transcript printed by advisor 72 hours prior to the Gateway.

**Exemplary Class Book Paper:** Completion of 5 paragraph minimum approved class book literary analysis with a minimum of a "C" for the paper evidenced by class rubric. Must be from a current LA course.

**College Readiness Essay:** A five paragraph minimum, 2+ full page essay reflecting on the question: Am I ready for college? SPECIFIC examples from DECA experience must be cited.

**Autobiography Presentation and Paper:** Passage of project as determined by the gateway panel (or advisor and one other faculty member if presented early) with attached rubric of standards, final draft, and autobiography certificate showing that two rounds of edits are complete.

**Family Participation:** Gateway Certification Form signed by the advisor, family member, and student stating that the family actively participated in parent-student DECA activities.

**College and Scholarship Applications:** A minimum of one college and three scholarship applications submitted as evidenced by signature from college liaison on the reverse side of the DECA Portfolio Cover Sheet.

**Ohio's State Tests:** Earn a cumulative passing score of 18 points on the Ohio State Tests required for Graduation

**Portfolio:** Gateway materials for Gateways 1, 2, 3, 4, 5, and 6 submitted 72 hours prior to gateway presentation in an organized binder with completed table of contents.

***Gateway 6 – College Readiness/Precision and Accuracy***

**GPA:** 2.0 GPA minimum as evidenced by transcript printed by advisor 72 hours prior to the Gateway.

**Attendance:** Less than 2.5 days missed over 45+ day period as evidenced by current attendance from eSchool printout, signed gateway certification, and make-up log.

**Exemplary Class Book Paper:** Completion of 5 paragraph minimum approved class book literary analysis with a minimum of a "C" for the paper evidenced by class rubric. Must be from a current LA course.

**College Readiness Essay:** A five paragraph minimum, 2+ full page essay reflecting on the question: Am I ready for college? SPECIFIC examples from DECA experience must be cited.

**Autobiography Presentation and Paper:** Passage of project as determined by the gateway panel (or advisor and one other faculty member if presented early) with attached rubric of standards, final draft, and autobiography certificate showing that two rounds of edits are complete.

**Family Participation:** Gateway Certification Form signed by the advisor, family member and student stating that the family actively participated in parent-student DECA activities.

**College and Scholarship Applications:** A minimum of one college and three scholarship applications submitted as evidenced by signature from college liaison on the reverse side of the DECA Portfolio Cover Sheet.

**Ohio's State Tests:** Earn a cumulative passing score of 18 points on the Ohio State Tests required for Graduation

**Portfolio:** Gateway materials for Gateways 1, 2, 3, 4, 5, and 6 submitted 72 hours prior to gateway presentation in an organized binder with completed table of contents.

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

DECA's target population consists of students who reside in the Dayton Public School district and who are identified as economically disadvantaged or eligible for the federal free and reduced-price lunch program.

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

A school calendar will be developed annually. Elements may include but will not be limited to instruction days (including extended day and year), holidays, testing/assessment days, summer-orientation sessions for parents, intervention and acceleration time, weekend instructional opportunities, teacher planning and professional-development time, introductory home visits for parents, parent events, and other school-related events. The calendar will offer at least 920 hours of instruction.

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

DECA High adopted the ODE Special Education Model Policies and Procedures upon inception and has continued their use ever since.

At DECA, our expectation is that every child enrolled in our schools will be a college graduate one day. This axiom necessitates a targeted approach to support students with specific learning needs. Although our primary mode of instruction remains classroom based (full inclusion), we have a team of intervention specialists who are tasked with collaborating with classroom teachers to design accommodations and modifications that increase accessibility to rigorous coursework for students who have been identified with special needs. Depending on the grade level, the needs of the students, and the experience of the instructors, our special-education staff may coplan, coteach, or reteach students with specific learning needs. Finally, we collaborate with parents to hear what continues to work for their children and to ensure that the practices that we use that are working can continue to be in practice at home.

### **A.7 School Goals**

#### **Implement Academically Rigorous, Culturally Relevant Instruction in Every Classroom**

Many of the changes are described above. Additionally, we have added “culturally relevant” to this goal because we recognize that our curriculum in the past has not truly been reflective of our students’ experiences, nor has it provided enough exposure to a variety of cultural experiences. Our commitment to our students is to ensure that they can see themselves and the world reflected in their curriculum.

#### **Create a School Culture that Honors Our Students’ Dignity**

As described above, one area of focus for our organization is addressing the needs of the whole child. As a school, we have traditionally relied heavily on traditional, exclusionary forms of discipline to address behavior. Again, after looking at our data and engaging in a reflection process, we decided to explore conscious discipline as a strategy to address behavior proactively. While we will continue to use traditional discipline, our teachers and staff are equipped with a toolkit of resources and skills they have developed and practiced to ensure their classrooms are safe, healthy learning environments for all students.

#### **Engage Parents as Partners**

One of our immediate goals is to provide more meaningful ways for parents to partner and engage with the school. As always, parents remain central to the Gateway process students must traverse to graduate from DECA. In 2020, we began to administer TNTP's Family Culture Survey to solicit feedback from a more broad swath of parents using nationally normed questions.

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

DECA employs the following:

- Full-time mental-health counselor
- Peer mentoring
- Youth and Family Resource Connection Program: This program is administered through Dayton Children's Hospital and it provides resources to families beyond the scope of what DECA High can often offer, including food, housing, and transportation support
- Partnership with Eastway Behavioral Health: Eastway provides on-site therapists at each campus, as well as case management for Medicaid eligible students; referrals are available to a psychiatrist
- Conscious-discipline training for staff

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

Prior to the pandemic, we had begun to problem solve ways in which we could meet our students who are not progressing academically. Our achievement data has not been impressive, and we know that while the pandemic did not cause this, it certainly did exacerbate the problem.

As a strategic solution, we have begun the necessary steps to implement learning acceleration. In the past, we have worked to "meet students where they are." Although this was done with the best of intentions, we realize now that we have quite simply not been able to grow students, catch them up, or close achievement gaps. Meeting students where they were, more often than not, resulted in instruction that fell below grade level and did not hold students accountable for grade-appropriate work. Now, in pursuit of learning acceleration, we are asking teachers to teach grade-appropriate content at all times in their classrooms and to offer the necessary interventions and scaffolds for students who are behind so that they are able to access the content along with everyone else. This is an incredibly difficult task for teachers and has been made more difficult as we try to rebound from a pandemic year. In order to support teachers, we have put a number of things in place.

### **Professional Development and Training**

We began this year with a two-day professional-development expo for all staff. During these two days, teachers learned more about our instructional vision and the importance of learning acceleration, and they began to learn specific, applicable strategies to bring this to life in their classrooms and contents. Trainers from TNTP and Relay Graduate School of Education engaged in our expo and provided training to teachers on the topic. Throughout the year, building leaders have dedicated staff meetings and site-specific professional development to learning acceleration and appropriate scaffolds. As a district, we have spent a significant amount of time and resources building the training for our instructional leaders so that they are able to support teachers in Tier 1

instruction.

### **Interim Assessments**

In order to ensure that our students are accountable for grade-appropriate content and that our teachers are clear on the end-of-year target for students, we have implemented interim assessments. These assessments were not teacher created and are aligned to grade-level standards. Students will take an interim assessment at the end of each quarter. These assessments will be provided to teachers at the beginning of the quarter so that they can modify their unit and lesson plans in order to make sure that we are providing rigorous, grade-level instruction to all students.

### **Intensified Coaching**

Our instructional coaches are the first and most important support for our teachers. Regardless of teacher performance and experience, all teachers will receive coaching that focuses on lesson planning, strong objectives, quality assessments and exit tickets, and implementation of our core practices. Coaches frequently observe and meet with teachers in order to accelerate their improvement.

### **Identifying Students Who Are Not Making Progress in the General Curriculum**

We have a number of processes in place to identify students who are not making adequate progress.

#### *Periodic Data Review*

This review is conducted by the campus student support team using data collected by the school and Learning Circle. The team regularly reviews attendance, discipline, and class grades for all students to identify children who are failing to make adequate progress.

- **Teacher or Parent Request:** At any point, a teacher or parent can initiate concern that a child is not making progress. This request triggers a review of data and any number of next appropriate steps.
- **Individual Student Review:** For students who are identified as struggling, we typically will conduct an individual student review (ISR). This process calls for key stakeholders (parents, teachers, administrators, mentors, counselors, etc.) to sit down to review student data, identify root causes for the student's struggles, and develop potential interventions. The meeting culminates in the development of a ISR plan that is reviewed on an ongoing basis and is continually revised based on the success or failure of the plan.s

### **Support Structures for Students Who Have Fallen Behind**

- Small-group advisories
- One-on-one tutoring

### **Addressing Learning Loss Due to Covid-19**

#### *Adoption of High-Quality Instructional Materials and Learning Acceleration*



We have adopted a high-quality curriculum in mathematics, we refined our high school language arts curriculum, and we are actively exploring adopting a more rigorous curriculum in social studies and science that will ensure that all students have access to grade-level material on a daily basis. We aim to avoid remediation and instead are working with teachers in providing scaffolding to ensure that students are working on grade-level content regardless of their current achievement level.

#### *Summer School*

During summer 2021, we hosted approximately one-third of our students for a five-week, full-day summer school learning experience focused on math and English language arts instruction. Our teachers used our existing high-quality instructional materials as the curriculum for this program.

#### *Exploring Year Round*

For summer 2022, our team will either continue to offer enhanced summer school opportunities or will modify our calendar to shift to a year-round model that will allow us to increase instructional days and negate some of the impact of the summer slide.

## Exhibit 2. Financial Plan

### **B.1 Budget Summary**

The most recent five-year projected budget is available from the Ohio Department of Education (ODE) [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 117-2-

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

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 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) are input in a timely and accurate manner.

The principal shall ensure all student and staff data are 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, and 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, and Other Partnerships**

Students are transported to and from school via RTA of Dayton. The school provides “tokens” for the students who 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.

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 are approximately \$40,000 per year. The van driver also provides transportation services to and from events.

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

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.

In June 2021, DECA solicited bids for food-service catering and selected Baked by Anita Catering, LLC, after a thorough review process. The feedback from students and staff during the first quarter of the 2021–22 school year has been positive. The quality and taste of the food are significant improvements over the previous caterer.

**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 at least five (5) 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.

#### **Training**

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.

#### **Recruiting**

Although our board membership currently exceeds our minimum required number, we have had several members retire from the board in the last year; therefore, we do plan to replace some members who exited in recent months. We have maintained a matrix of board members and potential candidates that considers key factors, including (but not limited to) knowledge/experience related to the following: executive leadership, K-12 education, law, higher education, community engagement, and development. We also seek to have board members from a variety of communities and backgrounds, and a priority for us remains that we have board members who live in the Dayton community and who are steeped in the issues that matter to our families and students the most.

## **Orientation**

New board members typically sit down with the board chair and superintendent/CEO for a brief overview of the structure of the school and the role that board members play in our organization. They often sit down separately with the treasurer/CFO/COO to discuss our organization's finances, facilities, and operations. Because new members join so infrequently, orientation is personalized for each new member.

## **Retaining**

DECA board members tend to remain on the board for many years. We work to ensure that all board members are engaged with the school in some meaningful way, whether through committee work, individual conversations, volunteering, or other means. Our board members know to expect the opportunity to weigh in on high-level (i.e., strategic) decisions and have the opportunity to engage in robust conversations at each of our meetings.

## **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**

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 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 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 of evaluating and modifying the compensation plan periodically to ensure 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 as for all DECA teachers. All teachers will be highly qualified in their fields and will benefit from professional development to ensure competency in working with special student populations, including gifted, limited English proficiency, 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, but also a concerted effort is made to ensure that all students have transportation, needed materials, and/or appropriate clothes to participate in community-based learning.

### **Staff Retention**

Year	Teacher Retention
2018–19	100%
2019–20	90.9%
2020–21	86.4%

Our goal for teacher retention is 80 percent, and we have exceeded our goal over the past three years.

## 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 in which 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 timelier.

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

### Evaluating Effectiveness of Professional Development

#### *Insight Survey*

Though we survey after just about every professional-development session, we rely upon the TNTP Instructional Culture Insight survey for high-level perspectives on what teachers believe is working and isn't working in our culture and for their professional development.

#### *Data Review*

Our instructional leaders regularly review our data, conduct a root-cause analysis (or a systems analysis, as appropriate), and recommend modifications to our professional-development plans.

#### *Teacher Observations*

Our instructional leadership team (i.e., administrators and coaches) conduct walkthroughs (mini-observations) and formal walk-throughs to provide feedback to teachers. New this year, we are utilizing Whetstone to track the feedback teachers are receiving, as well as action steps assigned

and mastered. This data helps us determine the success of our professional development offerings.

### **Modified to Support Student/Pupil Needs**

#### *Instructional Leaders Meetings*

This team of coaches, administrators, and key district/network leaders meet quarterly to review data, norm on expectations, and revise priorities for professional development.

#### *Coaches Team*

Our coaches meet biweekly with the director of curriculum and instruction to discuss progress with faculty/staff, identify areas for focus, and norm on expectations.

#### *Academic Team*

This team meets biweekly and provides ongoing feedback on the implementation of our academic program and professional development.

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

<b>Grade</b>	<b>Year 1 2022–23</b>	<b>Year 2 2023–24</b>	<b>Year 3 2024–25</b>	<b>Year 4 2025–26</b>	<b>Year 5 2026–27</b>
9	100	100	100	100	100
10	90	90	90	90	90
11	80	80	80	80	80
12	70	70	70	70	70
<b>Total</b>	<b>340</b>	<b>340</b>	<b>340</b>	<b>340</b>	<b>340</b>

Enrollment projections may be changed at the discretion of the school.

### **Reaching the Enrollment Targets**

We have several tactics we employ to reach our enrollment targets: (1) each year we advertise on popular radio stations and social media to reach new students/families; (2) we hold informational meetings at our campuses and offer tours for prospective families; and (3) we ask our current families to encourage those in their circle who they believe would benefit from our schools to apply. We do not employ incentives or similar tactics because our existing strategies typically result in a waiting list.

### **Student Retention**

Our schools have historically had strong student retention (90 percent of DECA students in 2020–21 returned this year or graduated, and 89 percent did in 2019–20). We work to achieve consistent student retention in a few ways.

1. We endeavor to offer a rigorous, colleg-preparatory curriculum for all students. Our reputation for focusing on academics remains a strong reason why families continue to choose our schools.
2. We offer a number of interventions and supports for struggling students and families (see section 6).
3. We work to build meaningful relationships with each student and each family to keep them

connected to our schools and to help become part of their support system. The relationships we build are often the thing we rely upon to keep students and families engaged when challenges arise.

### **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
- 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/ITSEC 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
- 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:

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

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

#### **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
3. Promoting regular and open communication between school personnel and students’ family members
4. Communicating with families in a format and language that is understandable, to the extent practicable
5. Providing information and involving families in monitoring student progress
6. Providing families with timely and meaningful information regarding Ohio’s academic standards, state and local assessments, and pertinent legal provisions
7. Preparing families to be involved in meaningful discussions and meetings with school staff

#### **C. Volunteer opportunities**

1. Providing volunteer opportunities for families to support their children’s school activities

**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
2. Working with families to establish learning goals and help their children accomplish these goals
3. Helping families to provide a school and home environment that encourages learning and extends learning at home

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

1. Involving families as partners in the process of school review and continuous improvement planning
2. Involving families in the development of its district-wide parent-involvement policy and plan

**F. Collaborating with the community**

1. Building constructive partnerships and connecting families with community-based programs and other community resources
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

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

Since its inception, DECA's enrollment has been largely African American, which is reflective of DECA PREP's K-4 building's neighborhood (as well as adjacent neighborhoods). We work to increase diversity within our schools by attending recruitment events at preschool locations throughout the city, with a focus on the East Side of the city, where a higher percentage of White and Hispanic children live. We make our application available in Spanish (and other languages as needed) and leave them at community centers, churches, and other key areas in the community.

**C.10 Disposition of Employees**

In the event the Contract is terminated or not renewed pursuant to Section 3314.07 of the Code, the Governing Authority agrees to maintain all staff records in a secure location and make records available to staff upon request; ensure that State Teachers Retirement System of Ohio (STRS) and School Employees Retirement System (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



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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 not be limited to health, dental, and vision coverage. The school will have Worker's Compensation insurance. Retirement benefits are provided via STRS or SERS.

**C.13 Dismissal Procedures**

In accordance with Ohio Revised Code §3314.03(A)(6), any student who, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of learning opportunities will be automatically withdrawn from the school in accordance with the school's withdrawal procedures.

**C.14 Management**

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

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

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

To be considered for contract renewal, the GOVERNING AUTHORITY is expected to “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.

<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>
PI <sup>2</sup>	4 stars or higher	3 stars	2 stars	1 star
VA <sup>3</sup>	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: <sup>4</sup> 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

<sup>2</sup> 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.

<sup>3</sup> 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.”

<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.

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<b>Supplemental information (not rated)</b>				
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
<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; OR between 30 and 60 days' cash AND one-year trend is negative	Fewer than 15 days' cash

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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 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
<b>Operations/governance 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>7</sup>	95% or higher	90%–94.9%	75%–89.9%	74.9% or below
Special-education compliance performance indicator score (most recent annual) <sup>8</sup>	3.75-4.0 points	Needs assistance 3.0-3.74 points	1.25-2.99 points	Less than 1.25 points

<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, based on the most recently audited financial statements.

<sup>7</sup> Represents the percentage of records reviewed that were accurate and complete during the school year.

<sup>8</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 the following address:

Dayton Early College Academy  
300 College Park  
Dayton, OH 45469

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

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

If the Certificate of Occupancy, Health and Safety Inspection, or Fire Inspection is temporary, the GOVERNING AUTHORITY shall provide the SPONSOR with the documentation of a permanent or final permit within five (5) business days of receipt from the governmental agency.

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

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

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

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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 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's first year of operation or, if the school is not an Internet- or computer-based community school and it changes the building from which it operates, the opening of the first year it operates from the new building:

- (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)(11)(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 or forty hours per week pursuant to section [3319.301](#) of the Revised Code;
- (H) That the school's fiscal officer is in compliance with section [3314.011](#) of the Revised Code;
- (I) That the school has complied with sections [3319.39](#) and [3319.391](#) of the Revised Code with respect to all employees and that the school has conducted a criminal records check of each of its governing authority members;
- (J) That the school holds all of the following:
  - (1) Proof of property ownership or a lease for the facilities used by the school;
  - (2) A certificate of occupancy;
  - (3) Liability insurance for the school, as required by division (A)(11)(b) of section [3314.03](#) of the Revised Code, that the sponsor considers sufficient to indemnify the school's facilities, staff, and governing authority against risk;
  - (4) A satisfactory health and safety inspection;
  - (5) A satisfactory fire inspection; and
  - (6) A valid food permit, if applicable;
- (K) That the sponsor has conducted a preopening site visit to the school for the school year for which the assurances are provided;

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(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; and

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

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

Amended by 133rd General Assembly File No. TBD, SB 89, §1, eff. 3/2/2021.

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

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

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

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



**Exhibit 7. Roster of Governing Authority****Dayton Early College Academy**

Name	Role	Term	Address
Mike McQuiston	Chair	To be submitted to Sponsor as set forth in Epicenter	300 College Park, Dayton, Ohio 45469
Michael E. Carter	Vice Chair	To be submitted to Sponsor as set forth in Epicenter	300 College Park, Dayton, Ohio 45469
Ed Purvis	Board Member	To be submitted to Sponsor as set forth in Epicenter	300 College Park, Dayton, Ohio 45469
Dr. Judy A. Hennessey	Board Member	To be submitted to Sponsor as set forth in Epicenter	300 College Park, Dayton, Ohio 45469
Vincent J. Russo	Treasurer	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
Rev. Vanessa Ward	Board Member	To be submitted to Sponsor as set forth in Epicenter	300 College Park, Dayton, Ohio 45469
Sherry Wilcoxson	Board Member	To be submitted to Sponsor as set forth in Epicenter	300 College Park, Dayton, Ohio 45469
Thomas E. Bettcher	Board Member	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>9</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 Dayton Early College Academy 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>10</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.

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<sup>9</sup> ORC 3314.02 (E) (4)

<sup>10</sup> Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

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Related party #1	Role	Related party #2	Role	Employed by Sponsor or Operator	Last date employed

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

This Exhibit includes a stipulation of which entity owns all community school facilities and property including but not limited to equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or operator. Any stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.<sup>11</sup>

Dayton Early College Academy owns all Community School facilities and property at 300 College Park, Dayton, Ohio 45469.

School facilities information must include the following:<sup>12</sup>

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

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

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

<sup>11</sup> [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

<sup>12</sup> [ORC 3314.03 \(A\) \(9\)](#)

**Exhibit 10. Blended-Learning Requirements**

If a school operates using a blended-learning model, as defined in [ORC 3301.079](#), include all of the following information.<sup>13</sup>

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

Dayton Early College Academy does not operate using a blended-learning model as defined in ORC 3301.079.

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<sup>13</sup> [ORC 3314.03 \(A\) \(29\)](#)