

# **MASTER CONTRACT**

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

## TABLE OF CONTENTS

<u>Contract section</u>	<u>Page number</u>
<u>Article I.</u> Purpose	3
<u>Article II.</u> Term	4
<u>Article III.</u> Responsibilities of the GOVERNING AUTHORITY	5
<u>Article IV.</u> Responsibilities of the SPONSOR	17
<u>Article V.</u> 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	18
<u>Article VI.</u> School Facilities and Property; Site Visits	18
<u>Article VII.</u> Letter of Approval to Operate	19
<u>Article VIII.</u> Probationary Status	19
<u>Article IX.</u> Suspension of Operation	21
<u>Article X.</u> Expiration/Termination of Contract	23
<u>Article XI.</u> Contract-Termination Contingencies	24
<u>Article XII.</u> Governing Law	26
<u>Article XIII.</u> Limitation on Liability/Disclaimer of Liability/Covenant against Suit	26
<u>Article XIV.</u> Assignment	27
<u>Article XV.</u> Amendments or Modifications	27
<u>Article XVI.</u> Severability	27
<u>Article XVII.</u> Every Student Succeeds Act	27
<u>Article XVIII.</u> Dispute-Resolution Procedure	27
<u>Article XIX.</u> Discrimination Policy	28
<u>Article XX.</u> Entire Agreement	28
<u>Article XXI.</u> Notice	29
<u>Article XXII.</u> Nonwaiver	29
<u>Article XXIII.</u> Force Majeure	30
<u>Article XXIV.</u> No Third-Party Rights	30
<u>Article XXV.</u> Nonagency	30
<u>Article XXVI.</u> Statement of Assurances for Start-Up Schools	31
<u>Exhibit 1.</u> Education Plan	32
<u>Exhibit 2.</u> Financial Plan	50
<u>Exhibit 3.</u> Governance Plan	53
<u>Exhibit 4.</u> Academic and Organizational Accountability Plan	67
<u>Exhibit 5.</u> Letter of Approval to Operate	70
<u>Exhibit 6.</u> Statement of Assurances for Start-Up Schools	72
<u>Exhibit 7.</u> Roster of Governing Authority	74
<u>Exhibit 8.</u> Related-Party Disclosure Form	76
<u>Exhibit 9.</u> Facilities Addendum	77
<u>Exhibit 10.</u> Blended-Learning Requirements	78

**COMMUNITY SCHOOL CONTRACT****COMMUNITY SCHOOL CONTRACT**

---

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 Leadership Academies–Dayton View (DLA), located at 1416 W. Riverview Ave., Dayton, OH 45402 (hereinafter the “Community School”).

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

**Article I. Purpose**

The purpose of this Contract is to ensure that the Community School provides a high-quality education to its students and contributes significantly to Ohio’s effort to provide 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 Kindergarten through eight.

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 Leadership Academies–Dayton View is sponsored by the Thomas B. Fordham Foundation.”

**COMMUNITY SCHOOL CONTRACT****Article II. Term**

The term of this Contract shall be for a period of three years, commencing July 1, 2022, and ending June 30, 2025 (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 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.

**COMMUNITY SCHOOL CONTRACT**

No later than fifteen (15) days following the date of this Contract, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall contain a provision requiring notice to the SPONSOR at least thirty (30) days in advance of any material change, 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.

**COMMUNITY SCHOOL CONTRACT**

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

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

**COMMUNITY SCHOOL CONTRACT**

Education, the state auditor, and the SPONSOR to the extent permitted under and in accordance with the “Family Educational Rights and Privacy Act of 1974,” 88 Stat. 571, 20 U.S.C. 1232g, as amended, any regulations promulgated under that act, and Section 3319.321 of the Code.

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

In accordance with Code Section 3314.03(A)(11)(d) 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.



**COMMUNITY SCHOOL CONTRACT**

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.

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

**COMMUNITY SCHOOL CONTRACT**

of the State of Ohio a report of each instance in which a student who is enrolled in the Community School resides in a children's residential center, as defined under Code Section 5103.05.

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

The GOVERNING AUTHORITY represents that the GOVERNING AUTHORITY will disclose any actual or potential conflict between any member of the GOVERNING AUTHORITY in his/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:

**COMMUNITY SCHOOL CONTRACT**

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

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

**COMMUNITY SCHOOL CONTRACT**

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 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, 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.

**COMMUNITY SCHOOL CONTRACT**

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

The GOVERNING AUTHORITY will annually conduct an inventory of all school assets, to include cost, acquired year, a brief description of the asset, and whether federal/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

**COMMUNITY SCHOOL CONTRACT**

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 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.

**COMMUNITY SCHOOL CONTRACT**

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 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.

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.

**COMMUNITY SCHOOL CONTRACT**

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 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 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:**

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

**COMMUNITY SCHOOL CONTRACT**

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

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

**Article XI. Contract-Termination Contingencies**

If the Community School permanently closes and ceases its operation or closes and ceases to operate, (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.



**COMMUNITY SCHOOL CONTRACT**

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

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

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

Upon the GOVERNING AUTHORITY's receipt of written notice of termination, and throughout the period of Community School operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school-closing procedures required by law imposed by or upon the Ohio Department of Education, the Code, or the SPONSOR and perform all obligations necessary thereto; (ii) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records; (iii) provide the means and capability to access Community School records, including student records, to the SPONSOR's representative, as designated in writing; and (iv) fully cooperate with the SPONSOR's designated representative, who shall have unrestricted and equal access to Community School records, including student records, during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all Community School records, including student records, in the possession of the Community School and shall grant to the SPONSOR access to records requested by the SPONSOR. The SPONSOR may take possession of such records and, upon taking possession of such records, shall thereafter fulfill any and all statutory and contractual duties concerning the Community School records, including the student records that are within the SPONSOR's possession—provided that, in performing the GOVERNING AUTHORITY's statutory or contractual duties, the SPONSOR shall comply with Section 3314.015(E) and any procedural guidance published by the Ohio Department of Education, 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 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.

**COMMUNITY SCHOOL CONTRACT****Article XIV. Assignment**

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

**Article XV. Amendments or Modifications**

This Contract, and all amendments hereto, constitute the entire agreement of the parties and may be modified or amended, provided that any such modification is in writing and signed by both parties. The Exhibits may be modified by the GOVERNING AUTHORITY and SPONSOR in the interim, pending subsequent approval of all Exhibits by the parties. All interim changes and modifications must be necessary for the effective and efficient operation of the Community School and consistent with the purposes and terms of this Contract. Any changes or modifications of this Contract other than as provided herein shall be made and agreed to in writing by the SPONSOR and the GOVERNING AUTHORITY. It is further agreed that any amendments or additions to the laws, rules, or regulations cited herein or which are applicable to the operation of a community school will result in a correlative modification of this Contract without the necessity of a written amendment signed by the parties.

**Article XVI. Severability**

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

**Article XVII. 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

**COMMUNITY SCHOOL CONTRACT**

- 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, 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 Leadership Academies–Dayton View  
c/o Joshua Ward  
1416 W. Riverview Ave.  
Dayton, OH 45402

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  
THOMAS B. FORDHAM FOUNDATION**

BY: Michael Petrilli  
A4E797850A61430...  
Michael J. Petrilli  
President

DATE: 6/6/2022

**THE GOVERNING AUTHORITY OF  
DAYTON LEADERSHIP ACADEMIES-  
DAYTON VIEW**

BY: JOSHUA WARD  
774D7986E7084D3...  
Governing Board Representative

DATE: 6/9/2022

## **Exhibit 1. Education Plan**

### **A.1 Mission**

Dayton Leadership Academies–Dayton View (DLA) challenges students to thrive and become leaders for today and tomorrow through a culture of unwavering support based on personalized goals, challenging academics, and partnerships with family and community.

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

Each child will excel in high school, college, and careers by students, parents, and teachers working hard together.

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

DLA has four school priorities: (1) academic proficiency and growth; (2) investing in teachers; (3) engaging with families; and (4) encouraging a school culture of joy and achievement. Our school model is based on (1) rigorous academics; (2) differentiated, data-driven instruction; and (3) social-emotional development.

### **A.2 Geographic Boundaries**

DLA attracts students in grades K–8 who primarily live in the Dayton Public School District, Trotwood-Madison City District, and Jefferson Township Local, though some students also come to us from the Northmont City District, Northridge Local District, Mad River Local District, Kettering City District, and West Carrollton City District.

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

DLA’s curriculum and pedagogy were selected because research shows they are effective and rigorous. Our chosen curriculum supports our school mission by providing challenging academics and the development of personalized goals and differentiated instruction. These curriculum develop the thinking, writing, research, and problem-solving skills students need to be leaders now and in the future.

#### **Reading Curriculum**

In grades K–2, we ensure students learn how to read so that students can read to learn in grades 3–8. Students are expected to read multiple texts each day and a variety of them—passages, excerpts, articles, books, novels, and more. Students read across all subject areas: reading, writing, math, science, and social studies.

In grades K–2, we are using Core Knowledge Language Arts, Wilson Foundations, and other high-quality curricular resources. This approach teaches foundational reading skills through six different components: word work (phonemic awareness and phonics), shared reading, guided reading, independent reading, read alouds, and writing workshop.



In grades 3–8, we implement the Expeditionary Learning English language arts (ELA) curriculum and other high-quality curricular resources. We implement this curriculum because of the rigorous lesson plans, comprehensive units, breadth of student-engagement strategies, and balance of 50 percent fiction and 50 percent nonfiction texts. The curriculum focuses on building students’ knowledge of the work (unit 1); research techniques and planning to write (unit 2); extended essay writing (unit 3). Assessments include culminating writing projects and performance tasks.

Educational activities in grades K–2 include the following:

- Word study and shared reading (30 minutes)
  - Phonics (Wilson Foundations)
  - Phonemic awareness (Heggerty)
  - High-frequency words (Frys)
  - Shared reading (reinforce word study skills)
- Reader’s workshop (60 minutes)
  - Guided reading
  - Independent reading with response to texts
    - Raz Kids leveled texts
    - Book bins (trade books, leveled books)
    - Decodable books
  - Partner reading
- Interactive read aloud (15–30 minutes)
  - Using CKLA Listening and Learning Curriculum
  - Focused on one comprehension objective
  - Exit ticket aligned to comprehension objective
- Writing instruction (30 minutes)
  - Theme aligned to interactive read aloud/CKLA
  - Targeted skill mini lesson
  - Shared writing (K), independent writing practice

### *ELA Curriculum Ratings*

- **Core Knowledge Language Arts:** According to EdReports.org, CKLA is rated “meets the expectations” for grades K–2.
- **Wilson Foundations/Wilson Reading System:** According to the What Works Clearinghouse, this reading program meets the standards and has a positive effectiveness rating.
- **Expeditionary Learning (EL) Language Arts:** According to EdReports.org, CKLA is rated “meets the expectations” for grades 3–5 and 6–8.

### **Mathematics Curriculum**

In grades K–5, we implement the Eureka Math curriculum and other high-quality curricular resources. Eureka Math, part of the Engage NY suite, was written by teachers specifically to teach Common Core standards and is the only math curriculum that meets the alignment and usability

expectations of the outside review completed by edreports.org. Eureka Math focuses on conceptual understanding and reasoning so students learn why the math works rather than just the process. There is an emphasis on math dialogue and representing more than one way to solve a problem through the Read-Draw-Write protocol. To support our students' growth in mathematics, we emphasize focus and coherence. We build connections across content and grades to drive coherence and ensure that students' knowledge, skill, and sophistication in math increase.

In grades 6–8, we implemented the Connected Math 3 (CMP3) curriculum. This curriculum is problem centered, providing mathematical tasks that align with the Ohio Standardized Test in both classwork and homework assignments. This curriculum blends skill fluency with modeling and reasoning by infusing the lessons with practice connecting math skills to practical modeling and reasoning activities. Each unit builds on and connects with prior knowledge to build deeper understandings and new insights. With this curriculum, students will continue to build their twenty-first-century skills using the online component for mathematical inquiry. We are in the process of adopting a new grade 6-8 curriculum, and it will likely be enVision Math.

### *Mathematics Curriculum Ratings*

- **Eureka Math:** According to EdReports.org, Eureka Math was rated “meets the expectations” for grades K–5.
- **Connected Math 3:** According to EdReports.org, CMP3 was rated “meets the expectations” for grade 8 but “does not meet the expectations” for grades 6–7. We selected this curriculum based on the high levels of proficiency on the Ohio state test that multiple districts in Ohio achieved using this curriculum.
- **enVision Math:** According to EdReports.org, EnVision Mathematics Common Core was rated “meets the expectations” for grades K–8.

Middle school math teachers also use Ohio Department of Education's model curriculum.

### **Science Curriculum**

Across all grades, our science curriculum focuses on core scientific concepts of life science, human science, and physical science. Science instruction places heavy attention on student inquiry and exploration. All students regularly complete hands-on labs and activities to further explore scientific concepts. Additionally, science classes incorporate reading, writing, and research skills.

In grades K–2, science lessons are embedded in Core Knowledge Listening and Learning units. In grades 3–8, we implement the Science Fusion curriculum.

### **Social Studies Curriculum**

Across all grades, our social studies curriculum focuses on core social science concepts of history, geography, and economics. The social studies curriculum develops students' understanding of how the country and the world was shaped over centuries at a time. Additionally, social studies classes incorporate reading, writing, and research skills.

In grades K–2, social studies lessons are embedded in Core Knowledge Listening and Learning units. In grades 3–5, we implement the Social Studies Alive/History Alive curriculum. In sixth grade, social studies standards are embedded in the Expeditionary Learning modules and themes. In seventh and eighth grades, we teach Social Justice and African American History courses based on the Ohio social studies standards, social-justice standards, and content from anchor texts.

### **School's Curriculum and Resources**

Here follows a complete list of the school's curriculum and resources:

- ELA curriculum
  - K–2: Core Knowledge Language Arts
  - K–4: Wilson Foundations
  - K–3: Heggerty's Phonemic Awareness
  - 3–8: Expeditionary Learning ELA
  - K–8: The Writing Revolution—Hochman and Wexler
- Math curriculum
  - K–5: Eureka Math
  - 6–8: Connected Math 3 (CMP3), switching to EnVision fall 2022.
  - 6–8: Ohio Department of Education model curriculum
- Science curriculum
  - K–2: Science content is embedded in Core Knowledge Listening and Learning units
  - 3–8: Science Fusion
- Social studies curriculum
  - K-2: Social studies content is embedded in Core Knowledge Listening and Learning units.
  - 3–6: Social Studies Alive/History Alive curriculum and content embedded in Expeditionary Learning modules
  - 7-8: Social Justice and African American History courses based on Ohio Department of Education Model Curriculum, social-justice standards, and content from anchor texts

**COMMUNITY SCHOOL CONTRACT****Supplemental Resources**

<b>Instructional resource</b>	<b>Purpose</b>	<b>Grade level</b>
Reading A–Z	<ul style="list-style-type: none"> <li>Books and resources correlated to state and Common Core Standards</li> <li>Reading lessons, decodable books, reader’s theater scripts, reading worksheets, and assessments</li> <li>Leveled readers spanned across twenty-nine levels of difficulty</li> <li>Fluency passages to improve reading rate, accuracy, and expression</li> <li>Phonological awareness and phonics lessons, flashcards, and worksheets</li> <li>Vocabulary books, graphic organizers, word sorts, and other vocabulary resources</li> </ul>	K–8
RAZ Kids	<ul style="list-style-type: none"> <li>400+ eBooks and open-book eQuizzes, with new books added every month, even in Spanish</li> <li>Corresponding eQuizzes test comprehension, providing teachers with skill reports for data-driven instruction</li> <li>Online running records let teachers digitally assess each student, saving valuable classroom time</li> <li>The motivational “Raz Rocket” gets students excited about reading and strengthens the school-to-home connection</li> </ul>	K–8
iReady Online Lessons	<ul style="list-style-type: none"> <li>iReady online lessons provide personalized instruction to students in reading and math; iReady online lessons are used with all K–2 students and Tier 3 students in grades 3–8 in order to help students in areas they need additional practice</li> <li>Every student has a personalized iReady account to utilize throughout the school year, and students receive weekly individualized instruction in reading and math on iReady lessons</li> <li>Teachers assign lessons based on skills in which the data show students need additional practice</li> <li>Students complete online lessons for forty-five minutes per week, and teachers are expected to pull small groups of students to reteach skills while other groups of students are completing iReady lessons</li> <li>Students take diagnostic assessments to monitor progress and adjust for learning needs</li> </ul>	K–8
Ready Instruction Reading and Math	<ul style="list-style-type: none"> <li>The workbooks align to the Ohio Learning Standards and provide guided instruction on specific standards to help students prepare for AIR in the spring</li> </ul>	3–8
<b>Workbooks</b>		
Leveled Libraries	<ul style="list-style-type: none"> <li>DLA has invested in leveled libraries for all classrooms in grades K–8</li> <li>Students should always have an independent reading book on their independent F and P level to read when they finish work, are waiting to use the restroom, or during independent reading time.</li> </ul>	K–8
Scholastic Magazines	<ul style="list-style-type: none"> <li>Students have access to one magazine a week, and the articles are primarily nonfiction and aligned to the social studies, math, and science standards</li> </ul>	1–3: Scholastic News
Reflex Math	<ul style="list-style-type: none"> <li>Reflex Math is an online program designed to promote math fluency</li> </ul>	1–8
Teach to One	<ul style="list-style-type: none"> <li>Teach to One 360 is a school-based learning model and math curriculum that combines an academic design articulating what students learn with a set of operating structures that shape where, when, and how they learn; these structures affect what the teacher does, what the student does, and the organization of the classroom</li> </ul>	5–8

**COMMUNITY SCHOOL CONTRACT**

Leveled Literacy Instruction (LLI)	<ul style="list-style-type: none"> <li>The Fountas &amp; Pinnell Leveled Literacy Intervention is a program that provides guided reading instruction to students who are struggling readers; all books align to F and P levels and can be used to support guided reading programming.</li> </ul>	K–8
Wilson Reading System	<ul style="list-style-type: none"> <li>WRS is an intensive Tier 3 program for students in grades 2–12 and adults with word-level deficits who are not making sufficient progress through their current intervention; have been unable to learn with other teaching strategies and require multisensory language instruction; or who require more intensive structured literacy instruction due to a language-based learning disability, such as dyslexia</li> </ul>	K–3
Universal Handwriting	<ul style="list-style-type: none"> <li>Workbooks and lessons designed to support students with skills needed for manuscript handwriting</li> </ul>	K–3
Zearn	<ul style="list-style-type: none"> <li>Zearn is an online math curriculum (coupled with live whole- and small-group instruction) for grades 1–5, with supplemental skills practice activities for Kindergartners</li> <li>Students open up to a dashboard with tasks to be completed; these include a variety of fluency warm-ups that promote general number sense and lesson-specific skills, as well as guided practice with interactive video lessons that feature enthusiastic human teachers and school-age children (“The Zearn Squad”)</li> <li>Students will also find an independent practice and formative assessment activity rolled into one (called the Tower of Power) and a summative exit ticket</li> <li>Teachers have quick access to the curriculum from their own dashboard, as well as a handy Pace Report to help track student progress</li> </ul>	K–8

**A.3.1 Classroom- and Non-classroom-based Learning Opportunities**

Classroom-based learning opportunities are described throughout this exhibit and may include but are not limited to instruction in the subjects set forth, tutoring opportunities, and student projects. Non-classroom-based learning opportunities may include but are not limited to field trips, programs, and/or events.

**A.4 Target Population**

DLA works year-round to attract and retain parents and students in order to achieve our mission and vision by building relationships, monthly family-engagement events, an active Parent Advisory Council (PAC), positive customer service, and an extensive and strategic recruitment and enrollment campaign. The school serves students in grades K–8 who want to be a part of our relentless pursuit of excellence. Parents, students, and staff sign a family compact that indicates their collective commitment to the school model and expectations.

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

It is within the discretion of the school to make changes to the school’s daily schedule and calendar. Breakfast is served between 7:30 a.m. and 7:59 a.m. on school days. The instructional day convenes at 8:00 a.m. and continues through 3:15 p.m., with twenty minutes designated for lunch. Students are in session 178 days, bringing instructional time for the traditional calendar to 73,860 minutes (1,231 hours) annually. The daily schedule allows for fifty minutes of physical education,

music class, and art class for all students one to two times a week. ELA is ninety minutes every day and consists of reading, language, and writing. Math is ninety minutes every day. Science and social studies are forty-five minutes each. ELA and math include centers or small-group instruction time so that teachers can provide direct instruction and opportunities for differentiated instruction daily.

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

### **Student Support Team/Child Find**

DLA utilizes the Student Support Team (SST) as a multitiered problem-solving approach to support individual student needs. The SST provides suggestions for comprehensive, classroom-based, student-centered interventions and determines whether or not a child should be referred for further evaluation based on data gathered throughout the SST process.

### **Special Education**

DLA has adopted the Ohio Department of Education Special Education model policies and procedures. Special-education programming at DLA is structured to provide specialized instruction, support, and related services to students with disabilities based on a student's Individualized Education Program (IEP). Students with disabilities receive a free and appropriate public education (FAPE) in the least-restrictive environment (LRE) in accordance with IDEA and the Ohio Operating Standards.

An integral part of DLA's mission is to promote the inclusion of students with special needs in general-education classrooms and activities in order to provide high-quality instruction to all students. To meet this goal, DLA is committed to the following:

- Making every student the responsibility of every staff member
- Using the best pedagogical practices for the benefit of all students
- Involving families as essential partners on the Multidisciplinary Team (MDT)
- Implementing accommodations and modifications, related services, and supplementary aids as needed for students with special needs
- Adhering to special-education regulations and requirements at all times
- Aligning IEP goals with the general-education curriculum to ensure access, authenticity, and relevance
- Educating students in the LRE, removing them from the general-education setting only when doing so is necessary to provide appropriate instruction

In Ohio, "A Guide to Parent Rights in Special Education (2017)" serves as the procedural safeguards notice. DLA will provide the parents/guardians of a child with a disability a copy of this guide at the time of referral or request for evaluation once a year and at the request of a parent/guardian.

## **K–8 Lightning Power Hour (Enrichment and Intervention)**

Lightning Power Hour is a designated time during the school day in which students are grouped based on formative assessment data to receive targeted academic intervention in reading and math. During this time, the intervention team and general-education teachers pull students out for small-group reading and math intervention. Both general-education and intervention teachers provide students with academic intervention based on individualized learning needs. Below are the core components of Lightning Power Hour:

- Students are flexible grouped every six to eight weeks based on formative assessment data
- Students receive daily small-group reading and math instruction
- Multiple teachers are assigned to one grade level to reduce class sizes and provide targeted support
- Students with special needs receive targeted intervention from an intervention specialist aligned to his or her IEP

In addition, we have several coteaching models in place for general-education and intervention specialists to adapt the curriculum and instruction to suit students with specific learning needs.

### **Parallel Teaching**

In parallel teaching, the teacher and intervention specialist plan jointly but split the classroom in half to teach the same information at the same time. For example, both teachers explain the same math problem-solving lesson in two different parts of the room.

### **Large Group/Small Group**

In a large group/small group, one teacher teaches most of the class while the other teacher works with a small group inside or outside of the classroom. For example, a small group of students work together for remedial or extended challenge work.

### **Small-Group Instruction with Intervention Team**

Students benefit from explicit, purposeful small-group instruction aligned to their academic needs. All teachers at DLA are expected to implement small-group instruction during centers, Lightning Power Hour, inclusion, or when there is more than one staff member in the classroom.

### **Centers Teaching**

Both teachers divide the instructional content, and each takes responsibility for planning and teaching part of it. In station teaching, the classroom is divided into various teaching centers. Both teachers are at particular stations; the other stations are run independently by the students or by a teacher's aide.

## A.7 School Goals

### School-Specific Goals and Objectives

School mission specific goals are with our five year strategic plan and are updated annually.

<b>Strategic Priority 1: Increase Academic Achievement</b>	
<b>Sponsor Goals: Primary Indicators</b>	C rating on K-3 Literacy improvement measures Value add (VA) score between -2 and 1.0 Performance Index (PI) score of 50-79% Performance vs. Local Market in PI and VA=70-79%ile Performance vs. State Charter average in PI and VA=70-79%ile
<b>Sponsor Goals: Secondary Indicators</b>	Value Add grade, PI grade, Gifted, SPED, Lowest 20%, AMO-Gap Closing all C or above. School regularly administers internal assessments goals is Yes. School met majority of internal goals is Yes.
<b>School Internal Goals for 3-8</b>	3rd-8th students will increase proficiency by 25% in reading and math on EOY state tests. 25% of 4th-8th students will improve 1 performance level in reading and math on EOY state tests as compared to the previous year. 100% of 3rd grade students required to meet TGRG will be promoted to 4th grade with at least 60% of students being promoted by meeting the state test cut score.
<b>School Internal Goals for K-2</b>	60% of K-2 students will score “on track” in reading by EOY as measured by the cut score on i-Ready diagnostic. 50% of K-2 students will be proficient in reading as measured by meeting the EOY grade level goal on F&P Benchmark Assessment (K=Level D, 1st=Level J, 2nd Level=M). 50% of K-2 students will be proficient in math as measured by 75% average on Eureka Math quarterly assessments.
<b>Strategic Priority 2: Achieve the DLA Mission - Become Leaders for Today and Tomorrow</b>	
<b>School Internal Goals:</b>	Achieve 94.5% student attendance for the school year. 75% of students will improve their SEL skills as measured by increasing one level on the DESSA assessment from BOY to EOY. 80% of students will agree/strongly agree with the statement “I am happy to come to school everyday” on the 2nd-8th grade student satisfaction survey* administered in January. *On the Panorama EOY survey, 75% of students will indicate they feel like they belong at the school.
<b>Strategic Priority 2: Achieve the Mission - Partner with Families</b>	
<b>Sponsor: Secondary Indicators</b>	Family survey results=85% overall satisfaction with school



**COMMUNITY SCHOOL CONTRACT**

	*On the Panorama EOY survey, 85% of families will indicate that they feel like DLA is preparing their child/children for the next academic year.
<b>School Internal Goals:</b>	By August 15, 2021 95% of students will be re-enrolled for SY 21-22. By September 17, 2021 DLA will be 98% enrolled for SY 21-22. Achieve an average of 90% attendance at our quarterly family conferences.
<b>Strategic Priority 3: Develop DLA Team as Leaders</b>	
<b>School Internal Goals:</b>	100% of known instructional positions will be filled by July 1, 2021. 80% of teachers rated skilled or higher on EOY evaluation will return for SY 22-23. 80% of teachers will move up one performance level or stay Skilled on the teacher evaluation rubric annually. 85% of staff will agree/strongly agree with the statement, “I am proud to tell others that I work at DLA” on the mid-year staff survey.
<b>Finance, Governance, and Operations Goals</b>	
<b>Sponsor Goals: Primary Indicators</b>	Records compliance, on-time records submission rate and financial records submitted monthly 79-89% Annual audit-no findings for recovery, non-compliance citations, questioned costs or material weaknesses.
<b>Sponsor: Secondary Indicators</b>	Multi-year ratio assets to liabilities=At least 1.1 for most recent year Cash flow=60 or more days of cash Total Margin and Aggregated Total Margin (ATTM)=current year enrollment variance is 90-95% of budget Five year forecast submitted to ODE by deadline=Yes Pre-opening assurances documentation=completed available 10 days prior to first day of school Annual Report=submitted to parents and sponsors by last day of October Safety plan and blueprint reviewed annually and submitted to SAFE before July 1st. Safety plan updated and submitted every three years to Ohio Attorney General
<b>School Internal Goals:</b>	Meet or exceed year-end FY22 budget per October 2021 budget revision.

**A.8 School Climate and Discipline****Positive School Culture**

DLA implements a positive behavioral interventions and supports (PBIS) framework, which is a broad range of systemic and individualized strategies for achieving important social and learning outcomes in school communities while preventing problem behavior. The key attributes of PBIS include preventive activities, data-based decision making, and a problem-solving orientation. PBIS achieves increased academic performance, reduced challenging behaviors, and improved social-emotional competence. Students feel a sense of belonging and community.

Within its PBIS framework, DLA is committed to implementing four principles of school culture: supportive relationships, proactive supports for students, restorative practices, and social-emotional learning in order to promote positive school culture and academic success, decrease behavioral issues, and engage families in the DLA community. DLA implements the four principles in each of the three tiers of the PBIS framework in order to support all students' needs so they can do their very best in school and beyond.

Healthy, supportive relationships are the cornerstone of DLA's school culture and make the school a place of joy, excitement, and engagement. Developing lifelong relationships is a core universal support within DLA's PBIS framework. All staff members are committed to knowing each student as an individual and working to build life-altering relationships in order to invest students in achieving their very best. Students need to know that they are loved and wanted.

DLA's PBIS framework provides a natural foundation for social-emotional learning. The key components of PBIS (systems to ensure implementation, data-driven decision making, evidence-based practices, and progress monitoring of outcomes) provide a solid structure that can support the planning and implementation of social-emotional learning programs and practices.

Social-emotional learning is the process through which children and adults acquire and effectively apply the knowledge, attitudes, and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions. Research demonstrates that students who receive support for social-emotional learning in schools do better academically, socially, and behaviorally. Through the PBIS framework, DLA outlines consistent behavior expectations for all school environments. Social-emotional learning provides students the skills needed to meet the behavior expectations.

At DLA, teachers utilize positive, proactive supports to communicate and reinforce school-wide and classroom expectations. DLA's PBIS framework includes teaching behaviors proactively with skills taught explicitly and time for repeated practice. Because behavior is a work in progress, teachers focus on reteaching and practice to develop behaviors. The mindset shift is from punishment to teaching and learning expected behaviors.

Restorative practices build healthy relationships between educators and students; reduce, prevent, and improve harmful behavior; restore positive relationships; resolve conflict; and hold individuals and groups accountable.

## **Discipline**

The school's discipline process is vital to the establishment and sustainability of a safe, respectful culture of interaction among students, family members, and school staff that enables us to reach our student-achievement goals and helps students adopt a personal-behavior framework that will serve them through their lives.

All members of our school community take steps to support a student's inappropriate behavior, remedy any harm caused, and prevent the same inappropriate behavior from recurring. In instances

of students failing to meet the standards of behavior that promote a positive and safe learning environment, staff utilize the following steps: redirect, intervene, investigate, ensure due process, assign interventions/consequences, and restore relationships.

Each house team will develop its own set of age-appropriate expectations regarding behavior management, which will be based upon the rules set forth by DLA in the Student and Family Handbook. When a student is having difficulty following any of the school rules, the classroom teacher will work with the student to help the student comply. The lead teacher and/or administration may be approached for suggestions. The dean of students and other SST members may also advise on the situation. If the situation is deemed serious enough, parents/guardians will be contacted immediately.

All incidents of inappropriate behavior will be documented in the Educators Handbook. The Educators Handbook is DLA's online behavior-tracking system. By state regulation, these documents will be kept online as long as the students attend DLA. The tracking of behavior is important in monitoring children because of the impact of behavior on academic performance.

DLA has a policy on the use of momentary physical interventions that might remove disruptive students from the classroom in order to maintain the safety of students and staff. When this is necessary, options could include the following:

- Temporary placement in a restorative classroom
- Temporary placement in the lead teacher's classroom
- Temporary placement with counselor or intervention staff
- Temporary placement with a member of the administrative team
- Out-of-school suspension
- Emergency placement in an alternative school, to be used if the misconduct presents a serious and credible threat of harm to the students of the wider DLA community

Policies on the use of behavioral interventions, physical restraints, and isolated time-outs are in place. These guidelines are available in the school's office. At DLA, there is zero tolerance for the following:

- Assault on another person that causes serious bodily injury
- Possession of drugs, alcohol, matches, cigarettes, lighters, or other paraphernalia
- Possession of weapons, including firearms and knives

### **Health, Physical, and Emotional Supports**

The health, physical, and emotional supports we are implementing this year to support students and families include the following:

- Employ a full-time school nurse to conduct health screenings, educate on health needs, and teach health classes quarterly
- Teach and reinforce social-emotional lessons from Second Step and Leader in Me curriculum weekly

**COMMUNITY SCHOOL CONTRACT**

- Partner with Thrive Therapeutics to provide on-site counseling on a daily basis and a case manager to support families
- Partner with Samaritan Behavioral Health to implement Second Step lessons in grades 1–3
- Partner with Goodwill Easter Seals to implement the Botvin Lifeskills program for grades 3 and 6–8
- Partner with local mentors to implement Rites of Passage program with all fourth through fifth graders
- Partner with National Conference for Community and Justice of Greater Dayton (NCCJ) to implement the “Change in the Middle” program for grades 6–8
- Partner with Samaritan Behavioral Health to administer the Signs of Suicide (SOS) program in grades 6–8

These strategies for PBIS and social-emotional learning to decrease suspensions are directly aligned to our school improvement plan.

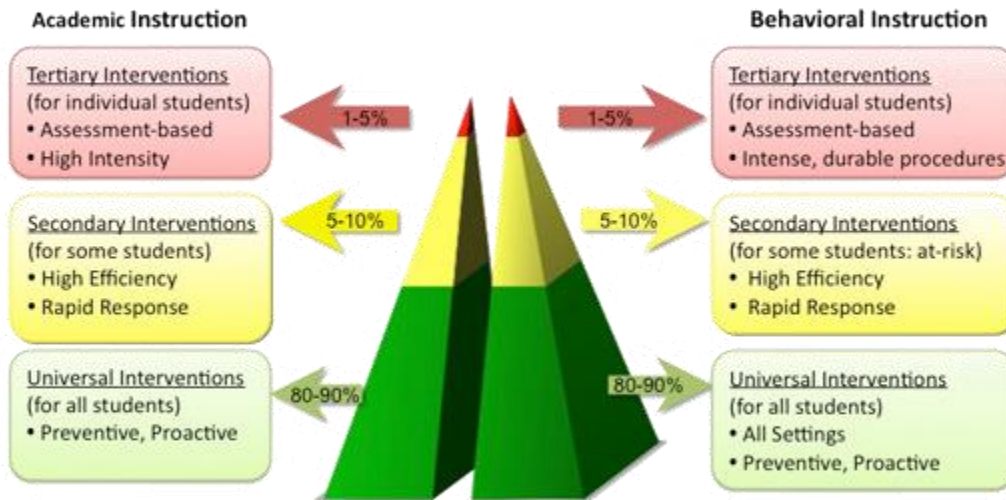
**A.9 Assessments and Intervention****Academic Intervention**

DLA’s academic-intervention program ensures that every student is being taught at the appropriate level, including those who may enter school significantly below grade level or those performing at or above grade level. Our model is based on multitiered systems of support (MTSS), which is defined as “the practice of providing high-quality instruction and interventions matched to student need, monitoring progress frequently to make decisions about changes in instruction or goals, and applying child response data to important educational decisions” (Batsche et al., 2005). Based on a problem-solving model, the MTSS approach considers environmental factors as they might apply to an individual student’s difficulty and provides services/intervention as soon as the student demonstrates a need. Focused primarily on addressing academic problems, MTSS has emerged as the new way to think about both disability identification and early-intervention assistance for the “most vulnerable, academically unresponsive children” in schools and school districts (Fuchs & Deshler, 2007, p. 131, emphasis added).

MTSS is grounded in differentiated instruction and begins with high-quality instruction and universal screening of all students in the general-education classroom. Struggling learners are provided with interventions at increasing levels of intensity to accelerate their rate of learning using a multitier model:

- Tier 1: High-quality classroom instruction, screening, and group interventions
- Tier 2: Targeted interventions
- Tier 3: Intensive interventions and comprehensive evaluation

## Designing Schoolwide Systems for Student Success



At DLA, intervention and services are provided by a variety of personnel, including general-education teachers, special educators, and related service care providers. Progress is closely monitored to assess both the learning rate and level of performance of individual students. Educational decisions about the intensity and duration of interventions are based on individual student response to instruction. Additionally, our model allows for the inclusion of students with special needs in regular classrooms and activities and provides intensive academic supports for students who enter school significantly below grade level.

### Role of Intervention Team

The DLA intervention team is dedicated to providing academic and behavioral intervention to students with disabilities or students who are below grade level in reading and math. Intervention specialists will work primarily with students with special needs, and reading and math interventionists will provide targeted small-group instruction in reading using programs such as the Fountas and Pinnell Leveled Literacy Intervention and Do the Math as part of the SST process. Instructional aides provide either classroom or one-on-one support for students with more significant disabilities. The chart below outlines the job descriptions for reading and math interventionists and intervention specialists.

**COMMUNITY SCHOOL CONTRACT**

<b>Reading and Math Interventionist</b>	<b>Instructional Aide</b>	<b>Intervention Specialist</b>
Provide Tier 2 and Tier 3 reading and math intervention during Lightning Power Hour or other specified times during the school day	<ul style="list-style-type: none"> <li>• Support classroom routines in procedures in K–2 classrooms</li> <li>• Provide one-on-one support to students with significant academic deficits or behavioral issues</li> </ul>	<ul style="list-style-type: none"> <li>• Provide Tier 2 and Tier 3 reading and math interventions to students who are below grade level in special education or as part of the SST process</li> <li>• Monitor compliance under IDEA</li> <li>• Develop and implement success plans</li> <li>• Support interventions for students on RIMP plans for students</li> <li>• Coplan/coteach with general-education teachers</li> </ul>

**Student Support Team**

<b>Step and Description</b>	<b>Staff Responsibilities</b>	<b>Documentation</b>
<b>Step 1:</b> Teacher or parent notices a student is not succeeding as expected for the current grade. Teacher has a conversation (by phone or in person) with the parent about concerns and explains that we will monitor student for four weeks and will be in contact about their progress. If student show improvement, they remain in step 1 until the teacher deems the level of success appropriate.	<ul style="list-style-type: none"> <li>• Teacher develops and implements interventions</li> <li>• Teacher completes step 1 form and collects data</li> <li>• Teacher communications with parent</li> <li>• Teacher emails assistant principal: identify the student, when you contacted the parent, and what you are going to use to collect data</li> </ul>	<b>Step 1 Form</b>
<b>Step 2:</b> If step 1 interventions do not show improvement, the team moves on to step 2. This meeting includes teachers, school psychologist, intervention specialist, and assistant principal. If the student shows improvement, they remain in step 2 until the student reaches a level of success deemed appropriate by the team.	<ul style="list-style-type: none"> <li>• Team meets if step 1 doesn't show improvements</li> <li>• Teacher calls parent</li> <li>• SST coordinator sets up meeting with SST</li> <li>• Teacher brings step 1 form and data to meeting</li> <li>• Team fills out step 2 SST Intervention Form</li> </ul>	<b>Step 2 SST Intervention Form</b>

**COMMUNITY SCHOOL CONTRACT**

	<ul style="list-style-type: none"> <li>• Data are collected for measurable goals</li> </ul>	
<p><b>Step 3:</b> If step 2 interventions do not result in improvement, a step 3 meeting is held. This meeting includes parents, teachers, school psychologist, intervention specialist, SST coordinator, district representative, and related service providers (e.g., speech, Eastway). The team discusses the possibility of an evaluation.</p>	<ul style="list-style-type: none"> <li>• School psychologist coordinates the meeting</li> <li>• Teacher brings data from step 1 and step 2</li> <li>• Parent invitation sent by school psychologist</li> <li>• School psychologist creates meeting in Google Calendar and invites appropriate people</li> </ul>	

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

There are four specific processes DLA uses to identify students who are not making progress in the general curriculum.

*i-Ready Diagnostic*

These computerized tests are given three times a year: at the very beginning of the year, in the middle of the year, and at the end of the year. These tests are adaptive, meaning that students answer questions that are exactly on their level. We use the results to learn how our students are performing in comparison to students all over the country and to pinpoint specific skills and concepts with which students may need extra help. We also use the results to measure our progress as a school.

*Progress Monitoring*

In grades K–3, teachers assess students’ reading skills and comprehension every month using the Fontas and Pinnell Reading Benchmark Assessment.

In grades 3–8, teachers assess students’ reading comprehension and writing skills every two weeks using biweekly assessments that include test items from the Ohio state tests and other Common Core test items provided in the Edulastic platform.

*Data-Team Meetings*

Once a month during professional-development time, general-education teachers and intervention specialists analyze assessment results, identify struggling students who are achieving below proficient levels, and create reteach plans to address learning gaps.

*Student Success Team*

DLA utilizes the SST as a multitiered problem-solving approach to support individual student needs. The SST provides suggestions for comprehensive, classroom-based, student-centered interventions and determines whether or not a child should be referred for further evaluation based on data gathered throughout the SST process. SST meetings occur once a month during grade-level meetings.

## **Implementation of the Results of Student Assessments**

Annually in the fall, students complete the i-Ready reading and math diagnostic assessment. Based on their results, the i-Ready online learning system assigns students ten individualized lessons for students to complete. DLA teachers allocate time each week for students to complete these lessons during centers/small-group time, with forty-five minutes for reading and forty-five minutes for math. DLA teachers monitor students' pass rates on the individual lessons and also assign targeted lessons on the skills students need to practice more based on in-class assessments. DLA students take the i-Ready diagnostic assessments again in December, which results in revamped individualized lessons assigned for students to improve on their unique skills.

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

To help students who are not progressing academically, we are providing the following interventions and supports:

- One-on-one high-dosage tutoring during the school day with intervention team and AmeriCorps tutors
- Differentiated small-group instruction one hour daily during Lightning Power Hour
- Small-group high-dosage tutoring after school, four days per week
- Assigning targeted online lessons
- Offering four weeks of summer school

### **A.10 Return and Recovery Plan**

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

For the 2021–22 school year, our plan to address learning loss includes the following interventions and summer programs.

During the school year, DLA will do the following:

- Provide targeted skills instruction in small groups
- Utilize Ready instruction from Curriculum Associates online for individualized lessons
- Assign intervention team members to students to provide one-on-one high-dosage tutoring from 8:00 a.m.–8:30 a.m. and 2:30 p.m.–3:00 p.m. daily
- Partner with AmeriCorps–Ohio Reading Corps to provide two reading tutors and one math tutor who will deliver one-on-one high-dosage tutoring from 8:00 a.m.–3:00 p.m. daily
- Provide after-school tutoring four days per week/sixteen hours per month
- Partner with local churches to provide transportation from after-school tutoring
- Provide additional tutoring and test prep during spring break intervention program
- During SST meetings, develop student success plans as part of MTSS process

These strategies for data-driven, differentiated instruction are directly aligned to our School Improvement plan and Reading Improvement plan.



**COMMUNITY SCHOOL CONTRACT**

During the summer, DLA will do the following:

- Offer four-week summer school program from 9:00 a.m.–2:00 p.m. to provide an additional hundred hours of instruction for grades K–7
- Partner with Dayton Metro Library to promote summer reading
- Hire a part-time after-school tutoring coordinator to start August 2021
- Revise curriculum maps to incorporate more culturally relevant texts and add more high interest, culturally relevant books to classroom libraries

## **Exhibit 2. Financial Plan**

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

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

### **B.2 Financial Management**

The finances of DLA are carefully managed by the treasurer, school principal, board of trustees, and board finance committee. The finance committee meets regularly and actively reviews the financial statements and transactions. It additionally monitors the annual results against forecast. Changes in revenue projections and expense appropriations are also reviewed by this committee. Currently, the principal and treasurer prepare the CCIP application based on information that is created through the OIP. The plan includes a detailed budget by object code for instruction and supporting educational staff salaries, fringe benefits, purchased services, and supplies. The budgetary process considers the period of availability of federal funds for both obligations and disbursement. Expenditures are considered during the budgetary process, a majority of which are designated to staff salaries/benefits, followed closely by set asides. The board finance committee reviews and recommends for approval the CCIP application and budget and presents it to the DLA board of directors for approval. The director of operations serves as the purchasing agent, following the guidelines set forth by the board's purchasing policy. All expenditures and purchases are approved by the principal and treasurer. The treasurer's staff codes the purchase orders and enters them into the accounting system. The bookkeeper codes all invoices into the MDECA accounting system and submits them to the principal in hard-copy form. The treasurer prepares all project cash requests and final expenditure reports. The school's data manager coordinates all SOES and EMIS reporting. 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.

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

#### **Transportation**

- Dayton Public Schools (DPS) has contracted with First Student to provide bus service for students residing in the DPS district area whose residence is more than 1.5 miles from school. This service is going well; buses are on time, and routes are covered.
- DLA contracts with First Student to provide bus service for those students who reside less than 1.5 miles from school. DLA pays for this service, which has resulted in better attendance for this subgroup of students. This is a continuation of service from previous years.

## Food Service

- DLA continues to contract with Aramark for food service. Because of Covid-19, the meals are being served differently. Breakfast is a grab-and-go bag that is eaten in the classrooms. For lunch, some classes eat in the cafeteria and atrium, while others remain in their classrooms. This allows for social interaction while practicing social distancing.

## Health Services

- DLA has a full-time licensed practical nurse (LPN) on staff who has been with DLA for eleven years and provides routine and urgent care. She is also the school's Covid coordinator. This includes tracking active cases and recommending quarantine as necessary due to close contact, providing education, posting notices with the Health Department and on Class Dojo, and working closely with families that are affected by illness.

## Other Partnerships

- **Dayton Food Pantry Good to Go:** Meals are sent home over the weekend with students who have the greatest need for food.
- **Shoes 4 the Shoeless:** Shoes of all sizes and types are donated to students on a special in-person fitting and shopping day.
- **Mobile Dentist:** Dental cleaning is provided to students at school by volunteer oral hygienists.

## B.4 Insurance

DLA works with an insurance consultant to identify the coverages and providers and to minimize cost. The following policies may be included:

- Student accident
- Commercial crime
- Professional liability
- Commercial liability
- Property insurance
- Crime/fidelity
- General liability
- Employee benefits liability
- Hired and nonowned auto liability
- Umbrella liability
- Directors and officers liability
- Employee practices liability
- Ohio employers liability
- Cyber liability

**Benefits**

DLA benefits include, but may not be limited to, health insurance and retirement.

### **Exhibit 3. Governance Plan**

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

The Alliance Community Schools Board (ACS), d/b/a Dayton Leadership Academies, is charged with oversight of the operation of DLA. ACS is responsible for meeting the expectations of the sponsorship contract, generating the strategic direction of the school, overseeing the fiscal management of the school, and monitoring the performance of the principal, the treasurer, and the administrative team in the daily management of the school.

There shall be no fewer than five and no more than fifteen board members of ACS. Board members shall be appointed for three-year terms, with a maximum of three consecutive terms or a total of nine years of consecutive service.

Board members shall be nominated by the finance, audit, and governance committee of the board. Upon recommendation of new board members to the current members of the board, a vote commences to elect board members formally. A member who has served three consecutive three-year terms will not be eligible for reappointment until a lapse of one year after the expiration of his or her last term.

There shall be nonvoting *ex officio* board members who are not counted in determining the quorum. These *ex officio* members shall include the following:

- Principal of the school
- Treasurer
- Assistant principal
- Director of operations
- Dean of students or other administrative team member
- President of the PAC

Board members shall serve as the following officers. These officers shall be elected for one-year terms from among the board members at an annual meeting normally held in January of each year. The officers shall constitute the executive committee of the board members, including but not limited to the following:

- Chairperson
- Vice chair
- Secretary
- Treasurer

Officers may be reelected annually for terms that may not exceed their terms of office as directors. The executive committee shall further appoint board members to at least one committee in addition to their service on the board.

Standing committees of board members shall include the following:

- Finance, audit, and governance committee
- Academic committee
- School-culture committee

These standing committees shall composed of board members and school administrators.

### **Recruiting**

To increase the number of board members or to fill a current or future vacancy, new board members are recruited by current board members. The candidates are selected based on their strengths in finance, education, community relationships, knowledge of the DLA mission and vision, and their desire and commitment to serve.

### **Orientating**

New board members undergo onboarding with the board chair, vice chair, and school principal and participate on at least one committee. The new members make an initial commitment for three years, and historically they stay at least six years. This commitment to serve and actively participate on committees and at board meetings helps with board retention.

#### *New Board Member Orientation*

- Entities and operations
  - ACS: Alliance Community Schools
  - DLA: Grades K–8
  - AFM: Alliance Facilities Management
  - AE: Alliance Edison LLC
- Board of Trustees
  - Current members, terms, and committees
  - Board responsibilities
    - Committee structure and participation
    - Strategic plan
    - Bylaws
    - Conflict of interest and whistleblower policies
    - Indemnification
    - Directors and officers
    - Insurance coverage
    - Recent board meeting minutes
- Operations overview
  - Principal’s responsibilities
  - Treasurer’s responsibilities
  - Academics
  - Operations
  - Facilities
  - Building Partners
  - Financial statements and purchasing thresholds

**COMMUNITY SCHOOL CONTRACT**

- Five-year forecast
- ODE audit report
- Emergency operating plan
- Overview of sponsor contract with Fordham
  - Accountability plan
  - Site-visit reports
  - Current contract
- Academic performance review
  - Report cards
  - Improvement plans
  - Terminology
- Challenges, recent and future
- Other training
  - Open Meetings Law RC121.22
  - Governance policies
  - Sunshine Law annual training

*Future Training for Board Members and School Administrators*

- Sunshine Law annual training to be completed during October 2021
- Review conflict of interest policy, October 2021
- Additional training provided by Fordham Foundation staff in October 2021

**C.2 Governing Board Composition**

The board roster is included in Exhibit 7.

**C.3 Management and Operation****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, financial records, payroll-related records, reports, and other. The principal or his/her 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**

To achieve our talent and human resource goals, DLA has developed a yearlong talent plan. To determine the best placement for teachers and administration, the factors we consider are

**COMMUNITY SCHOOL CONTRACT**

- Fit with our mission and vision qualifications—that is, degrees, certification, and experience with similar population;
- Evidence of our team core values—that is, unwavering belief in students, passion for excellence, respect for others in the community, and collaboration and teamwork; and
- Prior experience and training—that is, grade levels, content areas, type of population, and knowledge and use of instructional practices and assessments.

To address hiring needs, each year we

- Establish partnerships with local universities,
- Attend education interview days,
- Partner with Teach For America to hire corps members and alumni,
- Create an employee referral bonus program, and
- Develop an internal pipeline of classroom teachers via instructional aids and building substitute teachers.

To retain staff, especially skilled-rated teachers, each year we

- Assign a new teacher mentor to support teachers who are new to the profession and new to the school;
- Provide frequent, on-the-job coaching to each teacher with a coaching load of twelve to one;
- Implement a yearlong staff-appreciation and staff-recognition program;
- Establish teacher-leader roles and meet monthly with teacher leaders to solicit input and feedback;
- Fund outside professional development and have teachers lead professional development for other teachers; and
- Implement a robust compensation policy with salary increases for skilled-rated teachers and increased student achievement.

**DLA Teacher-Evaluation Process**

As part of teacher growth and development, all instructional staff members are evaluated two times a year using the DLA Teacher Performance rubric. Evidence collected from walk-throughs, observations, one-on-one meetings, professional development, and student-achievement data are used to determine performance. The evaluation process is described below.

*Teacher's Role Coach/Evaluator's Role, Beginning of the Year: August (New Teachers Only)*

- At New-Teacher Orientation, complete self-assessment, set goals, and share with coach
- Provide feedback on goals based on walk-throughs and observations

*Teacher's Role Coach/Evaluator's Role, Midyear Evaluations: December*

- Complete self-assessment and identify midyear goals



**COMMUNITY SCHOOL CONTRACT**

- Participate in evaluation conference and share reflections on overall performance
- Review completed rubric and signs
- Implement feedback and suggestions provided
- Schedule evaluation conference
- Analyze evidence and academic data to rate teacher on rubric
- Consult teacher’s self-assessment and then complete rubric; provide this to teacher within one week of evaluation conference
- Monitor teacher’s implementation of feedback and its effectiveness

*Teacher’s Role Coach/Evaluator’s Role, End-of-Year Evaluations: May*

- Complete self-assessment with focus on progress made on midyear goals
- Participate in evaluation conference and share reflections on overall performance
- Identify goals for next year
- Review completed rubric and signs
- Schedule evaluation conference
- Analyze evidence and academic data to rate teacher on rubric
- Consult teacher’s self-assessment and then complete rubric; provide this to teacher within one week of evaluation conference

The staffing plan supports the school’s goals, objectives, and initiatives. The staffing plan reflects administrative and supervisory positions in the organization. Changes to the staffing plan are to be made at the discretion of the school.

**Staff Retention Rate for the Last Three Years**

	<b>19–20 Returned</b>	<b>20–21 Returned</b>	<b>21–22 Returned</b>
<b>All Staff</b>	83%	80%	74%
<b>Admin Staff</b>	100%	75%	90%
<b>Instruction/Student Support Staff</b>	77%	81%	70%

**C.5 Professional Development**

Professional-development plans are aligned with the school’s mission and goals because of the collaborative nature of planning for professional development. It is assessed through feedback from teachers and staff and from observations of its implementation throughout the school.

At DLA, we believe our students’ achievements are the direct result of our teachers’ effectiveness. We believe teachers are leaders in their classrooms who are responsible for their students’ success. The more skilled and accomplished our teachers are, the more proficient and high achieving our students will be.

Thus, we invest heavily in teacher development through

- Ongoing professional development aligned to the DLA Teacher Performance rubric;
- Training on evidence-based practices that align with our school model and priorities, such as data-driven instruction, reading and effective writing instruction, and project-based learning;
- Opportunities to practice techniques and strategies and receive feedback from a coach once these techniques and strategies are implemented in the classroom with students;
- Weekly opportunities to collaborate with grade-level partners, department teams, and the intervention team; and
- Frequent classroom observations and one-on-one coaching for coplanning, data analysis, and action planning.

Not counting common planning time, we provide over 140 hours of PD annually.

### **Friday Collaboration**

It is important for teachers to come together weekly as a community of learners to improve their practice. Every Friday from 3:30 p.m. to 4:30 p.m., teachers meet to learn, collaborate, practice, and plan. The academic team plans and facilitates Friday Collaboration. Agendas and supporting documents are shared in advance, and teacher-created plans are posted afterwards.

On a rotating basis, Friday Collaboration includes time for

- Department teams to learn and practice evidence-based instructional strategies based on DLA's nonnegotiables;
- Teacher-based teams (HR and intervention teachers) to implement the data-driven instruction cycle of analyzing assessments and creating action plans to reteach; and
- House teams to check in on school-culture expectations, including social-emotional learning, common procedures/routines, and student celebrations.

### **Grade-Level Meetings**

Grade-level teams meet at least once a week during planning periods with a focus on classroom culture, student investment, and student achievement. The goal of grade-level meetings (GLMs) is for teacher-based teams to norm on routines, procedures, and expectations in order to provide consistency for students across the grade level. Meetings have an agenda and are facilitated by the academic team, and notes are shared. As part of the data-driven instruction cycle, once a month, GLMs are data-team meetings, when teachers analyze common assessments and identify reteach strategies. As part of the RTI process, once a month, GLMs are SST meetings to discuss student concerns and identify interventions to implement.

### **Coplanning Meetings**

Grade-level teams meet at least once a week during planning periods to coplan lessons. The goal of coplanning meetings is for teacher teams to collaborate and share ideas and resources for

effective instruction. In grades K–3, teachers review all subject lesson plans for the following week and prepare materials to use. In grades 5–8, teachers discuss cross-curricular strategies for close reading, writing, and vocabulary instruction, as well as plan content for Morning Meeting/Advisory.

### **Professional-Development Days**

DLA plans and facilitates three professional-development days in August before school starts and three professional-development days during the school year. The content of these days is driven by our school goals, priorities, and student-achievement data. Agendas and supporting documents are provided in advance. Sessions are focused on objectives and include time for reflection, collaboration, practice, and planning. Sessions are led by DLA school leaders, teacher leaders, and outside expert trainers. In addition, new teachers participate in eight days of New Teacher Orientation.

### **Coaching Model**

Research shows that when a teacher receives frequent observation and feedback, the teacher develops as much in one year as most teachers do in twenty years. Our goal for coaching is to find the most effective way to coach teachers to improve student learning.

Coaching is differentiated based on teacher performance and learning styles using the four coaching stances: calibrating, consulting, collaborating, coaching. This means some teachers will participate in weekly coaching meetings, while other teachers may participate in coaching meetings once a month.

Teacher coaching may include

- Coach and teacher coplanning lessons;
- Coach modeling strategies with teacher’s class coach providing feedback from classroom observation;
- Coach and teacher sharing reflections on a lesson recorded and shared via Torsh Talent platform;
- Coach and teacher analyzing student work and assessment data; and
- Coach and teacher developing action plans with next steps.

### **Walk-Throughs**

On a weekly basis, the academic team conducts classroom walk-throughs, when school leaders pop into classrooms for five to fifteen minutes. The purpose of walk-throughs is to gather a snapshot of what is happening in classes, to assess implementation of DLA model and expectations, and to monitor implementation of strategies delivered at professional development. During walk-throughs, academic team members use a targeted form based on the DLA Teacher Performance rubric to collect evidence. Feedback with “glows” and “grows” is provided to each teacher via email or written form.

## **Resident Educator Program**

DLA supports teachers on an Ohio Resident Educator license by providing them with a trained resident educator mentor and employing a program coordinator who ensures mentors and residents complete the program requirements.

## **Evaluating the Effectiveness of Professional Development**

DLA evaluates the effectiveness of our professional-development program in multiple ways and at multiple stages

After professional-development training sessions and workshops, we ask staff to complete a feedback survey. Survey questions include the following:

1. The contents of the professional development were relevant to my needs.
2. I feel prepared to implement the strategies presented during professional development in upcoming lessons.

We also assess the effectiveness of professional development on our staff surveys administered quarterly, with the following question: “The Academic Team provides the coaching and support I need to improve as a teacher.”

To assess if staff members are implementing the strategies and practices learned during professional development, the academic team conducts focused walk-throughs to observe for evidence of implementation. Coaches report out on the evidence of implementation during academic team meetings and brainstorm ways to address any inconsistencies. We also use a video-observation platform where teachers record videos of lessons showing their implementation of strategies and then watch the videos and reflect on the effectiveness. Coaches review the videos and provide feedback.

DLA evaluates the effectiveness of our professional-development program via teacher evaluations completed annually in December and May. We set annual goals on the percentage of teachers who are improving on our Teacher Performance Rubric (based on the Danielson Framework and Ohio Teacher Evaluation System). Once teacher evaluations are completed, we analyze the rubric scores on domains and subdomains and use the data to make adjustments to our year-long professional-development plan. For example, if on midyear evaluations a high percentage of teachers are rated “developing” in differentiated instruction, we plan and lead workshops during the second semester on data-driven instruction and evidence-based practices to differentiate instruction.

During our quarterly data-team meetings, teachers and leaders analyze student-achievement data and measure results against our annual school goals. In grade levels and subjects where students are not hitting academic targets, we develop action plans that may include additional training on curriculum, instructional resources, or targeted instructional strategies. For example, if middle school students are not yet proficient on literature standards on biweekly assessments, we will lead a training for the ELA department team on evidence-based reading-comprehension strategies.

**COMMUNITY SCHOOL CONTRACT**

Likewise, during our annual strategic-planning retreat, the leadership team analyzes student achievement results and creates our year-long professional-development plan to provide training and workshops on the evidence-based instructional strategies that will address any learning gaps.

**C.6 Student Recruitment and Enrollment**

	Year 1: 2021–22	Year 2: 2022–23	Year 3: 2023–24	Year 4: 2024–25	Year 5: 2025–26
<b>K</b>	66	66	66	66	66
<b>1</b>	57	66	66	66	66
<b>2</b>	60	66	66	66	66
<b>3</b>	64	66	66	66	66
<b>4</b>	59	66	66	72	72
<b>5</b>	62	72	72	72	72
<b>6</b>	51	72	72	72	72
<b>7</b>	43	50	72	72	72
<b>8</b>	49	50	50	72	72
<b>Total</b>	511	574	596	624	624

To reach student-enrollment targets, we execute our yearlong student recruitment and enrollment plan, monitor enrollment numbers weekly, and adjust our outreach strategies as needed.

## COMMUNITY SCHOOL CONTRACT

<b>Month</b>	<b>Action</b>
July	Continue visiting four- and five-star preschools
	Assemble and mail beginning-of-the-year information packet
	Follow up on new enrollment applications on One View (OV)
	Continue enrolling new students into OV
	Continue tours of the campus for prospective families
	Implement plan for New Family Orientation
August–December	Check OV for enrollment applications and process
January	Review and update enrollment project plan
	Create enrollment tracker and update daily
	Review and verify OV enrollment docs and add to OV
February	Update recruitment marketing materials
	Send OCN text/calls, Dojo messages, Facebook messages
	Share elevator speech
	Determine dates/times for Kinder for a Day
	Contact Key Ads for billboard campaign
March	Monitor enrollment numbers
	Community newsletter/school newsletter
	Contact radio station for ad campaign
	Order marketing materials
	Recruit PAC members to attend recruitment events
	Schedule Kinder for a Day activities
	Present at preschools
April	Distribute flyers, applications, and paperless enrollment info in community
	Contact four- and five-star preschools to visit and distribute flyers
May	Create new family newsletter: after enrollment app process
	Call new families to welcome them
	Continue to call families who are not reenrolled
	Visit four- and five-star preschools and speak to families
	Visit community organizations to distribute recruitment flyers
	Canvas parks, libraries, after-school sites, and businesses to distribute business cards and enrollment flyers
June	Organize and plan New Family Orientation
	Review enrollment applications daily, follow up with families, and request enrollment documents
	Continue visiting four- and five-star preschools
	Contact Alpha Media to run final radio ad
	Attend local recruitment events

## **Student Retention**

To achieve consistent student retention of enrolled students, we employ a full-time family and community engagement coordinator who serves as a liaison between families and our school team. This position serves as a resource to meet families' needs, to address their questions, and to lead family-engagement programs.

We set the expectation that teachers develop positive relationships with families with frequent and open communication and provide training and coaching to achieve this. We use various communication channels to keep families informed, including Class Dojo, social media, and One Call Now texts and emails.

To retain our students and build allegiance, our PAC and leadership team plan and lead monthly family-engagement events to ensure families feel like they are a part of the DLA community. The events range from social opportunities and quarterly conferences to education workshops.

Finally, to encourage families to stay enrolled at the school, we celebrate student progress and achievement at weekly shout-outs, monthly house team celebrations, and quarterly awards as part of our PBIS program.

## **Adapting or Adding Facility Space to Meet Enrollment Targets**

Our facility has the capacity to accommodate our future enrollment targets. To meet the enrollment target of three class sections per grade level, we will convert existing rooms from office space or small-group use into classrooms. We will also add the technology and furniture needed for these additional classrooms.

## **C.7 Community Partnerships**

Our community partners bring a wide range of resources that are valuable to the school's students, families, and staff. These resources include people who volunteer their time, organizations that offer enrichment opportunities, businesses that extend career-related information and workplace experiences, and agencies that provide various social services for students and families. Partners bring their own strengths, skills, perspectives, and knowledge to the educational process. Because the relationships are reciprocal, the school also collaborates with partners by opening its doors to social-service programs and community-service projects for the use of the buildings and serving as a clearinghouse by family and student referrals. Not only are the school's community partners available to impact our students and families, but they are also a viable instrument in providing professional-development seminars and training for the school's staff. Community partnerships may be changed at the discretion of the school.

**Early Childhood Education**

- Miami Valley Child Development Centers
- AmeriCorps Foster Grandparents

**Educational Resources and Enrichment**

- Muse Machine
- Crayons to Classrooms

**Teacher Recruitment and Development**

- Teach For America
- University of Dayton–Urban Teacher Academy
- Wright State University School of Education

**Mentoring and Leadership**

- Rites of Passage/Black Brothers, Black Sisters Involvement
- Girls Scouts

**Social-Emotional and Behavioral Support**

- Thrive Therapeutics
- Samaritan Behavioral Health

**Health and Wellness**

- Dayton Food Bank
- Smile Care Ohio Mobile Dentist
- Hannah’s Treasure Chest
- Shoes 4 the Shoeless
- Aramark

**C.8 Parent Engagement**

The following strategies are used to ensure ongoing family and community engagement under the direction of the family and community engagement coordinator:

1. Have an active PAC that includes parent and staff who weigh in on school policy and programming. This group meets the third Wednesday of the month.
2. Provide effective notification of school programs, resources, and activities to families through a variety of communication methods, including daily social-media posts, weekly email and text notifications, and a monthly newsletter.



**COMMUNITY SCHOOL CONTRACT**

3. Offer monthly events that include themed family nights, student performances and presentations, house team celebrations, and quarterly awards ceremonies.
4. Conduct quarterly parent-teacher conferences in person with flexible scheduling.
5. Ensure that each teacher makes at least five positive phone calls to families each week.
6. Develop a process for staff to refer families to school and community resources.
7. Identify and expand our partnerships with family-service organizations (e.g., health and wellness, job, and family services) to connect our families to them through referrals and by hosting programs at the school.

School-wide goals for family engagement include the following:

- 85 percent overall satisfaction with the school on annual family survey
- 90 percent participation in our quarterly parent-teacher conferences
- 95 percent of students reenroll by August 1
- 98 percent enrolled by September 15

Each month, the *DLA Way* newsletter is sent home with all students and published on the DLA website to inform everyone of what is happening at the school. All students have maroon “Bring the Thunder” folders that are sent home daily, which include all communications and documents that need to be reviewed and signed by parents.

In carrying out Title I parental-involvement requirements, DLA will provide full opportunities for the participation of all families, including those with limited English proficiency, parents/guardians with disabilities, parents/guardians with migratory children, and homeless families. Information and school reports will be provided in an understandable and uniform format upon request and created in alternate languages for families to understand. Family-involvement programs, activities, and procedures are planned and operated with meaningful consultation with parents/guardians and participating children. Open-forum parent meetings are scheduled at least three times annually, providing guardians an opportunity to interact and converse directly with the school’s administration.

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

Our student enrollment closely reflects the racial and ethnic balance of the communities we serve. We achieve this balance by recruiting students from the local community using our yearlong recruitment plan, included above in Section C.6.

### **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 and School Employees Retirement System contributions are current; clarify COBRA benefits; inform staff of the date medical benefits end; ensure that each faculty’s Local Professional Development Committee is current and available to staff; and provide a clear, written timeline of the closing process to all staff.

**COMMUNITY SCHOOL CONTRACT****C.11 Race to the Top**

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

**C.12 Benefits**

Benefits offered to employees may include but may not be limited to health, dental, and vision coverage. The school will have Worker’s Compensation insurance. Retirement benefits are provided via the State Teachers Retirement System of Ohio or the School Employees Retirement System.

**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 actively manages daily operations at the school.

**COMMUNITY SCHOOL CONTRACT****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>1</sup>	4 stars or higher	3 stars	2 stars	1 star
VA <sup>2</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>3</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>1</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>2</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>3</sup> “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) in the county in which a school is located as well as comparable district schools in the charter school’s serving district, as designated by the ODE.

## COMMUNITY SCHOOL CONTRACT

<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

## COMMUNITY SCHOOL CONTRACT

Current-year enrollment variance <sup>4</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>5</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>6</sup>	95% or higher	90%–94.9%	75%–89.9%	74.9% or below
Special-education compliance performance indicator score (most recent annual) <sup>7</sup>	3.75-4.0 points	Needs assistance 3.0-3.74 points	1.25-2.99 points	Less than 1.25 points

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

<sup>5</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>6</sup> Represents the percentage of records reviewed that were accurate and complete during the school year.

<sup>7</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 Leadership Academies–Dayton View  
1416 W Riverview Ave.  
Dayton, OH 45402

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.

**COMMUNITY SCHOOL CONTRACT**

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;



**COMMUNITY SCHOOL CONTRACT**

(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.

**COMMUNITY SCHOOL CONTRACT****Exhibit 7. Roster of Governing Authority****Dayton Leadership Academies**

Name	Role	Term	Address
Joshua Ward	Chair	To be submitted to Sponsor as set forth in Epicenter	1416 W Riverview Ave, Dayton, OH 45402
Ellen Ireland	Vice Chair	To be submitted to Sponsor as set forth in Epicenter	1416 W Riverview Ave, Dayton, OH 45402
David K. Greer	Board Member	To be submitted to Sponsor as set forth in Epicenter	1416 W Riverview Ave, Dayton, OH 45402
Carol Prewitt	Board Member	To be submitted to Sponsor as set forth in Epicenter	1416 W Riverview Ave, Dayton, OH 45402
Daj'za Demmings	Board Member	To be submitted to Sponsor as set forth in Epicenter	1416 W Riverview Ave, Dayton, OH 45402

**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>8</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 Leadership Academies–Dayton View 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>9</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.

---

<sup>8</sup> ORC 3314.02 (E) (4)

<sup>9</sup> Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

**COMMUNITY SCHOOL CONTRACT**

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>10</sup>

Dayton Leadership Academies–Dayton View owns all Community School facilities and property at 1416 W Riverview Ave, Dayton, OH 45402.

School facilities information must include the following:<sup>11</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>5.8494 acres of real property located at the corner of Riverview Avenue and Paul Laurence Dunbar Street, in the City of Dayton, Montgomery County, Ohio. Two-story educational facility.</b>
Annual costs	<b>\$42,659 (which includes reimbursement for legal, insurance, special assessments, and the ground rent)</b>
Annual mortgage principal and interest payments	<b>N/A</b>
Name of landlord or lender and relationship to operator	<b>Land: Greater Premier Management to Alliance Community Schools, controlled by Alliance Facilities Management.</b>

<sup>10</sup> [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

<sup>11</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>12</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 Leadership Academies–Dayton View does not operate using a blended-learning model as defined in ORC 3301.079.

---

<sup>12</sup> [ORC 3314.03 \(A\) \(29\)](#)