



**EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC.**

**COMMUNITY SCHOOL SPONSORSHIP  
RENEWAL CONTRACT  
4 Years**

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**COMMUNITY SCHOOL CONTRACT**

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This **CONTRACT** is entered into by and between the Educational Resource Consultants of Ohio (**Sponsor**) and the governing authority of City Day Community School, an Ohio public community school established as a public benefit corporation under Chapter 1702 of the Ohio Revised Code, if established on or after April 8, 2003 or a nonprofit corporation under Chapter 1702 of the Ohio Revised Code if established prior to April 8, 2003 (**Governing Authority**).

WHEREAS Chapter 3314 of the Ohio Revised Code permits the formation and operation of public community schools;

WHEREAS the **Sponsor** has been approved as a sponsor by the Ohio Department of Education and has entered into a written agreement with the Department authorizing sponsorship under Chapter 3314 of the Ohio Revised Code;

WHEREAS the **Governing Authority** is an Ohio public benefit corporation (or Ohio non-profit corporation) with its principal place of business located in Montgomery County, Ohio;

WHEREAS Ohio law requires the **Governing Authority** and the **Sponsor** to enter into a preliminary agreement to authorize and create a community school;

WHEREAS the **Governing Authority** and the **Sponsor** wish to state or restate the **School's** Agreement adopted on or before March 15 to operate an Ohio community school and the **Governing Authority's** obligation to carry out all provisions of this Contract and the **Sponsor's** Contract to sponsor the **School**;

WHEREAS the **Governing Authority** and the **Sponsor** entered into a contract setting out the terms of this Contract;

WHEREAS, as required by R.C. 3314.03(E) and through the renewal process, which included a High Stakes Review, the **Sponsor** found that the **School's** compliance with applicable laws and the terms of the Existing Contract, and the **School's** progress in meeting the academic standards in the Existing Contract have been satisfactory; and

WHEREAS, pursuant to the aforementioned review, **Sponsor** desires to extend its relationship through this Renewal Contract;

NOW THEREFORE, in consideration of the mutual benefits provided hereunder and other good and valuable consideration, the **Governing Authority** and the **Sponsor** enter into this Contract with the following terms and conditions. All Attachments to this Contract are incorporated by reference and made a part of this Contract as essential to it.

**ARTICLE I**  
**ESTABLISHMENT AND AUTHORITY**

- 1.1 **Corporate Formation.** The **School** shall be established as one of the following: (1) a nonprofit corporation established under R.C. Chapter 1702, if prior to April 8, 2003; or (2) a nonprofit public benefit corporation established under R.C. Chapter 1702, if on or after April 8, 2003.
- 1.2 **Good Standing.** The **School** shall maintain in good standing its status as a non-profit corporation, if established prior to April 8, 2003 or its status as a public benefit corporation, if established on or after April 8, 2003.
- 1.3 **Creation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may create and operate a start-up community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. The **Governing Authority** is responsible for carrying out all provisions of the Sponsorship Contract.
- 1.4 **Start-Up or Continuing Start-Up or Conversion Community School.** The **Governing Authority** and the **Sponsor** agree that the **School** is a continuing start-up, X, new start-up, \_\_\_\_\_, or \_\_\_\_\_ conversion of existing public school or educational service center building (*check one*) Ohio public community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. If it is a conversion school, any duties or responsibilities of an employee that the board of education or service center governing board is delegating to the **Governing Authority** must be specified in **ATTACHMENT 1**. The delegation to all or any specified group of employees must not be prohibited by any applicable collective bargaining agreement.
- 1.5. **Tax Exempt Status.** The **School** may qualify, but is not required to qualify, as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Any change in the tax status of the **School** must be reported in writing to the **Sponsor** within five (5) business days after notice of such change to the **School**, with a copy of such official/governmental notice or letter.
- 1.6 **Corporate Documents.**
- a. The **School** shall provide copies of current corporate documents including: Certificate of Incorporation; Articles of Incorporation; Appointment of Statutory Agent; Code of Regulations; Taxpayer Employer ID Number; and IRS Determination Letter (if any) as part of **ATTACHMENT 1**. The **School's** Organization Chart must be attached as part of **ATTACHMENT 6**. The Organizational Chart must show the structure and relationship between the operator/administrator/employees, and the **Governing Authority**.

- b. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** prior to the effective date of such changes, together with a copy of all documents and filings.
  - c. The **Governing Authority** must meet the strategic goals relating to an Annual Performance Report and Renewal Evaluation Rubric and complete a self-evaluation of its progress. The **School's** self-evaluation is attached as part of **ATTACHMENT 1**.
- 1.7 **Term.** This Contract shall commence for a term beginning on July 1, 2024 and ending on June 30, 2028 ("Term") provided the Ohio Department of Education authorizes Educational Resource Consultants of Ohio, Inc. to operate as a sponsor for the Term.
- 1.8 **Open for Operation.** The **School** will be open for operation by September 30<sup>th</sup> of each School Year, unless the mission of the **School** is solely to serve drop-out recovery students. If the **School** fails to open by September 30<sup>th</sup> in its initial year of operation or within one (1) year after the adoption of a contract pursuant to R.C. 3314.02(D), the Contract shall be void, unless the mission is to serve drop-out recovery students.
- 1.9 **School Agreements with Third Parties.**
- a. The **Sponsor** is not liable for the debts of the **School** or the **Governing Authority** to any third parties.
  - b. The Parties to this Contract agree that certain agreements represent significant and material transactions that must be provided to the **Sponsor** in substantial form at least five (5) business days prior to their adoption by the **Governing Authority**. These agreements include:
    - (1) Purchase, sale, lease, or other disposition of any real property; and
    - (2) All agreements in excess of five hundred thousand dollars (\$500,000.00).
- 1.10 **Bond.** To the extent required by R.C. 3314.50, which only applies to schools that initiated operation on or after February 1, 2016, the **Governing Authority** must post a bond in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond, the **Governing Authority** or the Operator may deposit cash in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond or a cash deposit, the **School's** Operator may provide a written guarantee of payment, which obligates the Operator to pay the costs of audits of the **School** up to an amount of Fifty Thousand Dollars (\$50,000). Unless agreed to otherwise, the **Sponsor** shall not deposit cash or provide a written guarantee pursuant to R.C. 3314.50.
- 1.11 **Independent Attorney.** The **School** shall comply with R.C. 3314.036, which provides "[t]he governing authority of a community school shall employ an



attorney, who shall be independent from the school's sponsor or the operator with which the school has contracted, for any services related to the negotiation of the community school's contract with the sponsor or the school's contract with the operator."

1.12 **Location.** The **School** is authorized to operate at 320 South Main St. Dayton, OH 45402 [address] which shall be the **School's** primary location ("Primary Location"). The Primary Location may not change without modification to this Contract.

- a. Prior to the **School** entering or renewing any lease or purchase agreement for real property ("Property Agreement"), the **Sponsor** shall have the right to: (i) inspect and approve the property, and such approval may not be unreasonably withheld or delayed; (ii) reasonably request and review documentation to assess the adequacy of the property; and (iii) review the terms of the Property Agreement prior to execution in accordance with Article I, Section A(4) of this Contract.
- b. The **School** shall perform due diligence prior to entering a Property Agreement and may not agree to or enter into any Property Agreement that is either (a) not reasonably reflective of fair market value or (b) above fair market value. The **Governing Authority** may not enter into a lease with an Operator for any parcel of real property until an independent professional in the real estate field verifies that the lease is commercially reasonable at the time of signing. Any lease payments, mortgage payments, or capital improvement costs must be consistent with the yearly budget provided to the **Sponsor**.
- c. All Property Agreements and modifications or renewals thereof shall be provided to the **Sponsor** upon execution.

1.13 **Autonomy of School.** **Sponsor** establishes and recognizes the autonomy of the **School**, including its authority over educational programming, staffing, budgets, and scheduling.

## **ARTICLE II** **GOVERNING AUTHORITY/ADMINISTRATION**

2.1 **Governing Authority Duties and Composition.** The **Governing Authority** shall be responsible for carrying out the provisions of this Contract. The **Governing Authority** shall have at least five (5) members who are not owners or employees, or relatives of owners or employees of any for-profit company that operates or manages the **School** and are not members of a school district board of education or employees of a school district or educational service center. All members of the **Governing Authority** must be residents of the State of Ohio and live within 100 miles of the **School**. No person may serve on the **Governing Authority** if prohibited from doing so pursuant to R.C. 3314.02 or any other law, rule, or regulation. **ATTACHMENT 1** includes this information, as well as the **School's** Administrative and Governance Plan, which describes the process by

which future members of the **Governing Authority** of the **School** shall be selected.

2.2 **Roster.** The **School** shall maintain and provide to the **Sponsor** a roster of the current **Governing Authority** members. The roster must include information used for **Governing Authority** business, including each member's name, mailing address, email address, home, work and cellular phone numbers.

2.3 **Required Documentation.**

a. The **School** shall require each **Governing Authority** member to provide the documents identified below.

1. A signed consent to release BCI and FBI background check results to the **Sponsor**.
2. Copies of the results of both BCI and FBI background checks, which must be repeated every five (5) years, unless the **Governing Authority** member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated.
3. A resume or biographical vitae that accurately reflect experience, education, and other professional competencies related to serving on the **Governing Authority**.
4. A signed attestation form affirming compliance with all applicable provisions listed in R.C. 3314.02(E).
5. A list of all other Ohio community school governing authorities on which the person currently serves.
6. The **Governing Authority** must provide **Sponsor** with annual verification that there are no findings for recovery against any member of the **Governing Authority**, the Operator or any employee or that the findings have been resolved.

b. The **Governing Authority** agrees to supplement the above information if such information changes during the School Year.

2.4 **Annual Conflict of Interest and Disclosure Statements**

a. Each member of the **Governing Authority** must annually sign a Conflict of Interest Statement, on a form prepared or approved by the **Sponsor** and adopted by the **Governing Authority** that addresses Ohio's public ethics conflicts laws and rules to the extent that these laws and rules are applicable to community schools.

- b. Each member must annually sign a Disclosure Statement setting forth potential conflicts of interest and names of any immediate relatives or business associates employed within the previous three years by the **Sponsor** or Operator, a school district or educational service center that has contracted with the **School**, or a vendor that has engaged in business with the **School**.
- 2.5 **Election of Governing Authority Officers.** The **Governing Authority** must hold a meeting each year to approve the election of officers, the calendar of school board meetings, and **School** calendar. The Code of Regulations must provide for the annual election of officers, annual approval of the **School** calendar and annual approval of calendar of School Board meetings, with a minimum of six (6) meeting dates per school year between July 1 and June 30. This calendar of school board meeting dates approved by the **Governing Authority** must be followed, unless extenuating circumstances including, for example, weather, require a change of schedule. The **School** calendar and calendar of school board meetings must be attached as part of **ATTACHMENT 1**.
- 2.6 **Public Availability of Governing Authority Information.** To promote transparency, the **Governing Authority** agrees to make the following information available at a publicly accessible area in the **School's** administrative office and on the **School's** website:
- a. current list of the **Governing Authority** members and officers;
  - b. contact information of **Governing Authority** members for **Governing Authority** business; and
  - c. schedule and location of each **Governing Authority** meeting.
- 2.7 **Meetings.**
- a. School board meetings must be held on at least a bi-monthly basis. The **Governing Authority** shall allow the **Sponsor's** representative to be present during all executive sessions unless discussing either pending or imminent litigation against the **Sponsor** or matters involving attorney-client privilege.
  - b. A majority of members of the **Governing Authority** shall constitute a quorum for purposes of conducting official business.
  - c. The **School** agrees to provide the **Sponsor** with a written notice of each **Governing Authority** meeting pursuant to the specified schedule and a copy of the agenda at the time it is provided to **Governing Authority** members.

1. Notice of regular meetings shall be provided promptly at least ten (10) business days prior to each meeting.
2. Notice of special meetings shall be provided immediately upon scheduling and at least twenty-four (24) hours before such meetings.
3. Notice of emergency meetings shall be provided immediately upon scheduling.

2.8 **Sponsor Prior Approval of Governing Authority Members.**

- a. No person shall be eligible to serve until that person provides all required information and documentation to the **Sponsor**.
- b. Each proposed member must be approved by the **Sponsor** prior to appointment as a member counted for quorum and voting purposes. Such approval shall not be unreasonably withheld, conditioned, or delayed.

2.9 **Training of Governing Authority Members.** All **Governing Authority** members must undergo a minimum of five (5) hours of Board training every two years with the member's first training within three (3) months of election or appointment to the **Governing Authority**. Such training must be approved by the **Sponsor**. Certifications of training must be submitted to the **Sponsor** within ten (10) business days of completion of training.

2.10 **Training Plan.** As part of **ATTACHMENT 1**, the **Governing Authority** must submit an annual **Governing Authority** training plan.

2.11 **Public Records and Open Meetings Laws.** All **Governing Authority** members, the Fiscal Officer, the Chief Administrative Officer and administration employees performing general supervisory services must complete annual training in Public Records and Open Meeting Laws.

2.12 **Chief Administrative Officer.** The Chief Administrative Officer of the **School** shall be the position of Superintendent (Superintendent, Director, Administrator). At the inception of this Contract, the position will be held by Crystal Gilbert-Mosley. Any change in the identity and/or role of the Chief Administrative Officer shall be reported to the **Sponsor** prior to the beginning of the term or within five (5) business days, together with the results of that person's recently completed criminal background checks, resume, and references.

The **Governing Authority** must submit its School Chief Administrator contract as part of **ATTACHMENT 6**.

2.13 **Cooperation and Compliance with Sponsor Oversight.** The **Governing Authority** and Administration covenant and agree to cooperate and comply fully

with the **Sponsor** in all activities as required by law and by regulations of the Ohio Department of Education for **Sponsor** oversight and monitoring of the **School** including, but not limited to, the following:

- Opening assurances site visit at least ten (10) days before the first day of student instruction when appropriate and compliance site visits at least two (2) times per year and thereafter, as **Sponsor** determines necessary. The **School** must upload documentation of all verifications of compliance information into **Sponsor's** document exchange system and maintain same in a readily accessible manner.
- Communications regarding audits by the Auditor of State, communications with Department of Education area coordinators, and communications with all outside oversight agencies.
- Complete annual file up-date per checklist of **Sponsor**;
- Monthly review of financials. All financials, operating budgets, assets, liabilities, enrollment records and similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** no later than the 15<sup>th</sup> of every month for the previous month's financial activity. The reports submitted must include: (1) Cash Fund Report – listing of all funds used showing month and year activity and balances; (2) Revenue Summary – listing of all revenue received for the month and for the year; (3) Check Register – listing of all checks for the month; (4) Cash Reconciliation – book to bank reconciliation of all cash accounts; (5) Outstanding Purchase Order Detail – listing of all Purchase Orders created but unpaid (unless the **Governing Authority** uses an Operator); and (6) Enrollment Records – in the form of monthly FTEs.
- Signed documentation granting access by the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School** shall be submitted to the **Sponsor** within thirty (30) days of the signing of this Contract.
- Prompt response to all appropriate requests for information from **Sponsor**, Department of Education or other government agencies;
- Timely submittal of all required and requested data into the **Sponsor** document management system.
- Mandatory attendance at all **Sponsor** training sessions.
- Maintenance of daily attendance sheets, signed and verified by the teacher(s) and Chief Administrative Officer of the **School**.
- Maintenance of high school drop-out recovery status if applicable.
- Adherence to all deadlines established by **Sponsor**.
- Annual budget approval before the close of **School** year and submittal of annual budget to **Sponsor**.
- Submittal of all **Governing Authority/School** policies and maintenance of up-dated policies in a readily accessible format.
- Have available for review all **School** enrollment data including, but not limited to, attendance records, withdrawals and EMIS reporting.
- Clear communications with **Sponsor** and prompt response to issues raised by **Sponsor**.

- Verification of the number of enrolled students not receiving special education and related services pursuant to an Individual Education Program (IEP).
- Verification of the number of enrolled students receiving special education and/or related services pursuant to an IEP.
- Have available **School's** base formula amount as specified in the **School's** financial plan (budget) for the school year.
- Have available school district of residence of each student under R.C. 3313.64 and/or 3313.65.
- Number of student suspensions and expulsions.
- All material events, changes, omissions or occurrences which may require reporting by the **Sponsor** to the Department of Education and the **Governing Authority's** position, cure, or plan of action.
- Updated asset/inventory list.
- All items required to be reported in this Contract.

- 2.14 **Compliance With Sponsor Monitoring.** The **School** shall timely comply with all reasonable requests of the **Sponsor** to monitor **School** operations. Failure to do so is grounds for suspension, termination and/or nonrenewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, and written answers within five (5) business days (unless a shorter time is required), and providing adequate assurances of cure or actual cure within a period of time acceptable to **Sponsor**.
- 2.15 **Meetings and Workshops.** The **School** Chief Administrative Officer or appropriate representative shall participate in all **Sponsor** meetings/workshops and attend training provided by the **Sponsor**, by the Department of Education, and by other appropriate groups.
- 2.16 **Appointment of Finance and Internal Audit Committee.** **Sponsor** encourages the **Governing Authority** to appoint/elect a Finance and Internal Audit Committee that meets before **Governing Authority** meetings to review in detail all financial information and to make recommendations to the **Governing Authority**. **Sponsor** encourages the Committee to conduct financial oversight and monitoring.
- 2.17 **Progress Reports.** The **Governing Authority** shall submit, within four months after the close of each school year, to the **Sponsor** and to parents of all students enrolled in the **School**, a report of its activities and progress in meeting its academic goals, performance standards, and financial status. The financial status report shall be in the form prescribed by the Auditor of State. The **Governing Authority** must annually evaluate the performance of the Chief Administrative Officer and of the Fiscal Officer and provide **Sponsor** with the methodology used for such performance evaluations.
- 2.18 **Annual Budget.** The **Governing Authority** shall adopt an annual budget by October 1 of each year.

- 2.19 **Governing Authority Performance Evaluation.** Sponsor shall evaluate the performance of the **Governing Authority** in reaching specific governance and operational goals under its Annual Performance Report and Renewal Evaluation Rubric.
- 2.20 All requirements in Article 2 are operational targets under which **Sponsor** shall evaluate the **School's** operations. If the **Governing Authority** and/or the Administration fail to timely comply with these targets, **Sponsor** shall require a Corrective Action Plan setting deadlines for compliance. If the **Governing Authority** and/or **Administration** fail to comply with the Corrective Action Plan, the **Sponsor** shall impose a probationary status on the **School**.

### **ARTICLE III** **COMPLIANCE WITH LAWS**

#### **3.1 Compliance with Ohio Laws.**

- a. To the extent required by R.C. 3314.03, the **School** shall comply with the following sections of the Revised Code as if it were a school district: Sections 9.90 [purchase or procurement of insurance], 9.91 [insurance, annuities], 109.65 [missing children, fingerprinting], 121.22 [open meetings], 149.43 [public records], 2151.357 [sealed records], 2151.421 [child abuse reporting], 2313.19 [employees' jury duty], 3301.0710 [Ohio graduation tests], 3301.0711 [administration and grading of tests], 3301.0712 [college and work ready assessments], 3301.0715 [achievement and diagnostic testing], 3301.0729 [time spent on assessments], 3301.948 [restriction against providing student names/addresses to multi-state consortium offering summative assessments], 3302.037 [notification of report card results], 3302.13 [reading achievement improvement plan], 3302.41 [use of blended learning], 3302.42 [use of online learning], 3313.472 [parent/foster caregiver involvement policy], 3313.50 [student hearing and vision records], 3313.536 [school emergency management plan], 3313.539 [concussion and head injuries], 3313.5310 [information and training for sudden cardiac arrest], 3313.608 [third grade reading guarantee, intervention and remediation], 3313.609 [grade promotion and retention policy], 3313.6012 [academic intervention], 3313.6013 [dual enrollment programs], 3313.6014 [notice of core curriculum requirements], 3313.6015 [college and career readiness, financial literacy], 3313.6020 [career advising policy, at-risk student identification and success plans], 3313.6024 [reporting prevention], 3313.6025 [instruction on interacting with peace officers], 3313.6410 [withdrawal of computer-based student], 3313.6411 [school report card provided to parent upon enrollment], 3313.6413 [free female hygiene products in school] 3313.643 [eye protective devices], 3313.648 [prohibition of incentive payment to enroll], 3313.66 [suspension, expulsion, removal, exclusion], 3313.661 [discipline policy], 3313.662 [permanent exclusion], 3313.666 [policy prohibiting harassment, intimidation, bullying], 3313.667 [bullying prevention

initiatives], 3313.668 [removal from school based on absences], 3313.669 [threat assessment], 3313.6610 [registration with tip line], 3313.67 [immunization of pupils], 3313.671 [immunizations], 3313.672 [new student school records, custody orders, birth certificate], 3313.673 [k-1 health and other screening], 3313.69 [hearing and vision screening], 3313.71 [health screening, tuberculosis], 3313.716 [asthma inhalers], 3313.718 [epinephrine auto-injection], 3313.719 [policy protecting students with food allergies], 3313.7117 [individualized seizure action plan] [individualized 3313.7112 [diabetes], 3313.721 [health care for students], 3313.80 [display of flag], 3313.801 [display of mottos], 3313.814 [food sold on school premises], 3313.816 [sale of a la carte items], 3313.817 [requirements for sale of food and beverages], 3313.818 [breakfast programs], 3313.86 [policies and procedures to ensure safety], 3313.89 [online education and career planning tools], 3313.96 [missing children], 3319.073 [child abuse prevention training], 3319.321 [confidentiality of student information], 3319.077 [professional development regarding dyslexia], 3319.078 [teacher certification multi-sensory], 3319.39 [criminal records check], 3319.391 [applicants and new hires criminal records check], 3319.0812 [pre-serve teacher permits], 3319.41 [corporal punishment], 3319.46 [behavior supports, restraints, and seclusion], 3320.01 [student liberties religious act], 3320.02 [student liberties religious act], 3320.03 [student liberties religious act], 3321.01 [admission to kindergarten, first grade], 3321.041 [out-of-state enrichment and extracurricular activities], 3321.13 [duties upon withdrawal or habitual absence], 3321.14 [attendance officer], 3321.141 [notification of unexcused absences], 3321.17 [attendance officer powers], 3321.18 [Enforcement proceedings], 3321.19 [truancy], 3321.191 [habitual absence, truancy], 3323.251 [dyslexia screening], 3327.10 [qualifications of drivers], 4111.17 [wage discrimination], 4113.52 [whistleblower protection], and 5705.391 [spending plan].

- b. To the extent required by R.C. 3314.03, the **School** shall comply with the following Chapters of the Revised Code as if it were a school district: Chapters 117 [fiscal audits], 1347 [privacy], 2744 [tort liability], 3365 [post-secondary enrollment], 3365 [college credit program], 3742 [lead abatement], 4112 [civil rights], 4123 [workers' compensation], 4141 [unemployment compensation], and 4167 [occupational safety].
- c. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. 3301.0714 [EMIS guidelines] in the manner specified in R.C. 3314.17.
- d. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. Chapter 102 [public officers – ethics] and R.C. 2921.42 [soliciting or accepting improper compensation].
- e. To the extent required by R.C. 3314.03, unless it is an e-school, the **School** shall comply with R.C. 3313.801 [display of mottos] as if it were a school district.



- f. To the extent required by R.C. 3314.03, unless it is an e-school or a school in which a majority of the enrolled students are children with disabilities, the **School** shall comply with R.C. 3313.6021 [instruction in resuscitation] and R.C. 3313.6023 [CPR and AED training].
  - g. If the **School** operates a preschool program licensed under R.C. 3301.52 and 3301.59, the **School** shall comply with R.C. 3301.50 - 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the State Board under R.C. 3301.53.
  - h. The **School** shall comply with all other laws or rules that are or become applicable to Ohio community schools.
- 3.2 **Number of Students.** The **School** will provide learning opportunities to a minimum of twenty-five (25) students; and for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades K-8 and/or serve ages 5-15. The **School** contracted to serve grades K-8, and intends to add the additional grades over time until all contracted grades are served. *(if applicable)* The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff), or 250 students, whichever is less. An increase in the number of students may not occur without the prior written consent of the **Sponsor**.
- 3.3 **Continuing Operation.** The **School** shall continue operations by teaching the minimum number of students permitted by this Contract. Failure to continue operation without interruption is grounds for termination of this Contract. Only upon written notification and approval by the **Sponsor** can the **School** calendar be materially changed. A material change shall be defined as any change of five (5) or more consecutive days.
- 3.4 **Compliance With Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not compliant with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

#### **ARTICLE IV** **OPERATIONS**

- 4.1 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. The **School** shall comply with admission standards of R.C. 3314.06 and, if applicable, R.C. 3314.061.

4.2 **Admission Policies and Procedures.** The **School** must provide for review and approval by **Sponsor** of its admission policies and procedures. These admission policies and procedures shall be followed and may not be changed without prior written consent of the **Sponsor**.

- a. The **School** is open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or R.C. 3313.65.
- b. The **Governing Authority** adopts the following policy regarding open-enrollment, to be effective on the earliest date allowed by law:

(i) <u>NO</u> state yes or no	The <b>Governing Authority</b> prohibits the enrollment of students who reside outside of <u>Dayton</u> (the District in which the <b>School</b> is located).
(ii) <u>YES</u> state yes or no	The <b>Governing Authority</b> permits the enrollment of students who reside in the districts adjacent to <u>Dayton</u> (the District in which the <b>School</b> is located).
(iii) <u>YES</u> state yes or no	The <b>Governing Authority</b> permits the enrollment of students who reside in any other District in the State of Ohio.

If "yes" has been indicated in (ii) or (iii) above, the **Governing Authority** must submit to the **Sponsor** a plan for inter-district open enrollment. Such plan must comply with this Contract, with R.C. 3314.06, and with the **School's** admission policy.

4.3 **Enrollment/Attendance Policy.** The **School** must adopt an enrollment/attendance policy requiring a student's parent/guardian to notify the **School** of changes in the parent's or the student's residence. The enrollment/attendance policy must include an address verification procedure for students. At a minimum, the admission procedure at all times must include the following:

- a. Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of students with disabilities. Any student needing special education services, including psychological, speech and language therapy, occupational therapy, or physical therapy, shall receive those services from a qualified service provider.

4.4 **Notice Upon Enrollment.** Upon enrollment, the **Governing Authority** must distribute to the student's parent the statement required pursuant to R.C. 3314.041, and the **School's** most recent report card.

- 4.5 **School for Autistic Students.** If admission is limited to providing simultaneous special education and related services to a specified number of students identified as autistic, and regular education to a specified number of non-disabled students, the target ratio of the number of autistic students to non-disabled students in the **School's** population shall be  $\frac{180}{7}$ ; the total number of autistic students to be enrolled shall be  $\frac{7}{7}$ ; the total number of non-handicapped students to be enrolled shall be  $\frac{7}{7}$ .
- 4.6 **Public Inspection of Policies.** The **School's** enrollment/attendance and participation policies must be available for public inspection, posted on the **School's** website, and provided to the **Sponsor** upon request.
- 4.7 **Lottery.** If the number of applicants meeting admission criteria exceeds the capacity of the **School's** programs, classes, grade levels or facilities, students may be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students. The lottery will be conducted by the **Sponsor**.
- 4.8 **Automatic Withdrawal.** The **School** must provide for review by **Sponsor** of its Enrollment/Attendance Policies and Procedures for automatic withdrawal if a student without legitimate excuse misses seventy-two (72) consecutive hours of learning opportunities. The Policies shall provide for withdrawing the student by the end of the 30<sup>th</sup> day after the student has failed to participate.
- 4.9 **Community Racial and Ethnic Balance.** The **School** shall develop ways to achieve a balanced enrollment reflective of the community it serves. The **School** shall not restrict its marketing or recruiting efforts to any particular racial or ethnic group. The **Governing Authority** shall annually assess and compare the **School's** racial and ethnic demographic data with the community it serves and determine whether the **School's** racial and ethnic balancing plan requires modification. Any modifications to the plan shall be provided to the **Sponsor** for review.
- 4.10 **Tuition.** Tuition in any form shall not be charged for the enrollment of any student. Reasonable activity or class fees, as allowed by law, are permitted. The **School** and/or parents may engage in voluntary fund-raising activities.
- 4.11 **Student Transportation.** The **School** shall develop a plan for transportation of students. The **Governing Authority** will work to assure that transportation of students is provided in accordance with all provisions of local, state and federal laws, rules and regulations.
- 4.12 **Payment to Sponsor.**
- a. In consideration for monitoring, oversight, and technical assistance to **School** and pursuant to the R.C. 3314.03(C), the **Governing Authority** agrees to pay **Sponsor** three percent (3%) of the total amount of

payments for operating expenses that the **School** receives from the State. Such payment may be an automatic withdrawal.

- b. If the **School** is required to repay funds received from the State of Ohio due to an FTE Final Adjustment, the **Sponsor** shall repay the **Governing Authority** the percentage of the oversight fee related to the FTE adjustment as determined by the FTE Final Adjustment audit so long as the adjustment is not related to the fraud or negligence of the **School**. The **Sponsor** shall have the option of completing repayment (a) within ten (10) business days from written demand from the **School** or (b) in monthly installments for the term of the **School's** then current sponsorship contract.
- 4.13 **Notification.** The **Governing Authority** must immediately notify **Sponsor** of any event or circumstance that may have a material adverse effect on the **School**. The **Governing Authority** also must notify **Sponsor** of any potential or pending litigation against or affecting the **School** within five (5) business days of such knowledge.
- 4.14 **Operator Agreements.**
- a. The **School** may enter into an agreement with an Operator. As used in this Contract, the term Operator is consistent with the definition in R.C. 3314.02(A)(8) which, as of the execution of this Contract, means either (a) an individual or organization that manages the daily operations of the **School** pursuant to a contract between the Operator and the **Governing Authority**; or (b) a nonprofit organization that provides programmatic oversight and support to the **School** under a contract with the **Governing Authority** and that retains the right to terminate its affiliation with the **School** if the **School** fails to meet its quality standards. Any Operator Contract must be provided to Sponsor in **ATTACHMENT 6**.
  - b. All Operator information must be maintained and updated in OEDS-R and a copy of the agreement between the **School** and Operator must be submitted within Epicenter and attached in **ATTACHMENT 6**.
  - c. If the **Governing Authority** proposes (a) to enter into an Operator Agreement after execution of this Contract, (b) to change operators or have its Operator Agreement assigned during the Term of this Contract, or (c) to remove the Operator and operate the **School** without an Operator, the **Governing Authority** shall notify the **Sponsor** and submit all information necessary to propose a Modification to this Contract. **Sponsor** will evaluate Operator on its Management Company Rubric. **Sponsor's** approval of an Operator requires a passing grade on the Rubric. If Operator does not receive a passing grade, **Sponsor** may request additional information to evaluate. Approval is at **Sponsor's** discretion.

- d. Each executed Operator Agreement or any assignment, amendment, modification, or renewal thereof must be provided to the **Sponsor** within ten (10) days of execution. The **Sponsor's** receipt does not constitute the **Sponsor's** approval and is not binding upon the **Sponsor**. The Operator Agreement must at all times comply with this Contract and State and Federal law.
- e. Each Operator Agreement must meet the following requirements:
  - 1. Afford **School** adequate resources to pay professional fees to resolve controversies between the Operator and the **Governing Authority**.
  - 2. Include criteria for early termination and require notification procedures and a timeline for early termination or nonrenewal, in accordance with R.C. 3314.032(A).
  - 3. Stipulate which entity owns **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, in accordance with R.C. 3314.032 and 3314.0210.
  - 4. Stipulate that when an Operator purchases furniture, computers, software, equipment, or other personal property for use in the operation of the **School** with State funds that were paid to the Operator by the **School** as payment for services, such property belongs to the **School**, not to the Operator.
  - 5. All loans by Operator to the **School**, including facilities' loans or cash flow assistance, must be accounted for in the **School's** annual budget, documented, and bear interest at a fair market rate in accordance with R.C. 3314.03(A)(30).
  - 6. Require that if the Operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, the Operator must provide a detailed accounting of the nature and costs of the services it provides to the **School**, in accordance with R.C. 3314.024(A).
  - 7. Require that if the **School** closes and ceases operation, any property acquired by the Operator with State funds shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.
- f. The **Sponsor** may require the **Governing Authority** to interview, select, and engage an operator if the **Sponsor** determines, at its sole discretion, that an operator is necessary due to the **Governing Authority's** failure to

carry out its duties and the failure to engage an operator is likely to cause immediate or irreparable harm to the **School** and/or its students.

- 4.15 **Compliance with Health and Safety Standards.** All facilities used by the **School** shall meet all health and safety standards established by law for school buildings. Facilities will be maintained in a clean, healthy manner in accordance with all local, state and federal laws and regulations. Copies of all current permits, inspections and/or certificates shall be filed at the **School** and be available for inspection by **Sponsor**, with copies provided to **Sponsor** upon request. **School** recognizes the authority of public health and safety officials to inspect facilities of the **School** and to order facilities to close upon a finding that the facilities are not in compliance with health and safety laws and regulations. The **School** shall certify all **Sponsor** assurances required by law, rule or regulation to be sent to the Department of Education, or after any walkthrough or site visit.

A Certificate of Occupancy must be provided to the **Sponsor** prior to occupancy. 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.

- 4.16 **Policies and Parent Surveys.** The **School** agrees to have in place all required policies and handbooks, and to keep them up to date including, but not limited to, a parent involvement policy, and, to perform on an annual basis a parent survey measuring parent satisfaction with the operation of the **School**.

4.17 **Access to Records.**

- a. The **Governing Authority**, **School**, and **Sponsor** agree that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA"), and its regulations, the **Sponsor** is an authorized representative of a State educational authority and the **School** is permitted to disclose to the **Sponsor** personally identifiable information from education records of students without parent consent (or student consent where applicable) and that the **Sponsor** is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. The **School** agrees to grant **Sponsor** Complete Access to "education records" as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its Operator that is reportable to the Department of Education or the Ohio Auditor of State. Such information shall include, but is not limited to, ODDEX and EMIS. Complete Access includes the ability to inspect and copy paper and electronic records at the **School** and to review applicable records when necessary.

- b. The **Sponsor** agrees to comply with FERPA and its regulations and to use reasonable methods to limit **Sponsor** employee access. As required by law, **Sponsor** will destroy educational records when no longer needed.
  - c. **Sponsor** is responsible for any liability or adverse consequence(s) to the **School** resulting from an accidental or other deletion, release, or alteration of information or data systems as a result of such access if caused solely and directly by **Sponsor**.
  - d. **School** agrees to provide the **Sponsor** access to Testing Information Distribution Engine ("TIDE") norm-referenced testing portal, Educational-Value Added Assessment System ("EVAAS") data, and other **School** data necessary for **Sponsor** to fulfill its obligations.
- 4.18 **STEM School.** The **Governing Authority** shall indicate whether it is planning to seek designation for the **School** as a STEM School equivalent under R.C. 3326.032.
- 4.19 **Suspension and Expulsion Policies.** Prior to its opening, the **School** must adopt policies regarding suspension, expulsion, removal and permanent exclusion of a student that specify, among other things, the types of misconduct for which a student may be suspended, expelled or removed and the due process rights of the student. The **School's** policies and practices must comply with the requirements of R.C. 3313.66, 3313.661, and 3313.662. The policies must specify the date and manner by which a student or the parent/guardian may notify the **Governing Authority** of the intent to appeal an expulsion or suspension. A copy of the policies shall be posted in a central location in the **School** and made available to students and parents/guardians upon request.
- The **School** must maintain separate disciplinary policies and procedures for students receiving special education services. These policies and procedures may not infringe upon the rights of students receiving special education services under State and Federal law.
- 4.20 **Commitment to Remain Open for School Year.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of **School** operation must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **Governing Authority** fails to continue operations until the end of the school year or is otherwise suspended or terminated. **Sponsor** may suspend the operations or terminate the Contract as otherwise indicated by law.
- 4.21 **High School Diplomas.** The **School** shall comply with R.C. 3313.61, 3313.611, 3313.614, 3313.617, 3313.618 and 3313.6114, except that for students entering ninth grade for the first time before July 1, 2010, the requirements in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum

in any high school prior to receiving a diploma may be met by completing the curriculum adopted by the School's Governing Authority rather than the curriculum specified in Title 33 of the Revised Code or any rules of the State Board of Education. For students who enter ninth grade for the first time on or after July 1, 2010, the requirements for a high school diploma may be met by completing the requirements set forth in R.C. 3313.603{C}, unless the person qualifies under R.C. 3313.603(D) or (F). The School shall comply with the plan to award high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under R.C. 3313.603(J)(1) and (J)(2). Beginning with the 2018-2019 school year, the School shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning, internships, or cooperative education programs developed by the Department of Education under R.C. 3313.603(J)(3). For students entering ninth grade for the first time between July 1, 2014 and July 1, 2017, the School shall comply with mandated alternative graduation requirements.

- 4.22 **Compliance with Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

## **ARTICLE V**

### **Mission, Educational Plan/Program and Performance Plan**

- 5.1 **Educational Plan/Program.** The **Plan** has control over and bears responsibility for delivery of the Educational Program, including its Mission, and for attaining the Performance Standards set forth in the **School's** Educational Plan/Program, the **School's** Performance Plan, the **Sponsor's** assessment and accountability requirements, State proficiency and achievement testing and any other standards required by law or the **Sponsor**.

The **School's** Educational Plan/Program must meet or exceed Ohio's content standards and must be in accordance with the Mission of the **School**. The **School's** Performance Plan must include specific metrics and targets for all State report card measures of student performance as well as mission-specific performance measures and targets. The **School** Performance Plan must also include targets that compare its performance with that of school's serving the same population, the same geographic area and the same grade levels with the State. The **School's** performance must include standards by which the **Sponsor** can evaluate the success of the **School**. Performance standards must include, but are not limited to, all applicable report card measures as set forth in R.C. 3302.03 and 3314.017, measurement assessment achievement tests, grade-



level tests, annual measurable objectives, performance indexes, value-added, graduation tests, State report cards, observations and internal **School** goals.

- 5.2 **Curriculum.** The Educational Plan/Program of the **School**, including its Mission, goals, characteristics of students, ages and grade levels, focus of curriculum, instructional methods, and alignment with Ohio Academic Standards is attached at **ATTACHMENT 2**. The Educational Plan/Program shall be followed and may not be changed without the written consent of **Sponsor**.

The Educational Plan/Program shall describe the learning opportunities to be offered and shall comply with the criteria for student participation in R.C. 3314.08(H)(2). Learning opportunities may be classroom-based and non-classroom-based, and may include supervised instructional and educational activities, and any blended instruction delivery program, as defined in the **School's** Educational Plan/Program. The Educational Plan must detail any preschool, computer-based, or approved 22+ Adult High School diploma programs. The Educational Plan/Program is attached at **ATTACHMENT 2**.

Learning opportunities must be: (1) provided by or supervised by a licensed teacher; (2) goal oriented; and (3) certified by a licensed teacher as meeting the criteria established for completion. All learning opportunities must meet the criteria for student participation established under R.C. 3314.08(H)(2).

If the **School** uses an Educational Plan/Program that includes blended learning, the **School** must include the following in **ATTACHMENT 2**; (1) indication of its blended learning model; (2) description of how student instructional needs are determined and documented; (3) method used to determine competency, credits and promotion; (4) attendance requirements; (5) description of how student progress will be monitored; (6) description of how student data is protected; and (7) description of teacher professional development that is offered.

- 5.3 **Sponsor Performance Rating.** **Sponsor** will rate each **School** on a 4-point rubric scale in each of the following categories: (1) Academic Performance, (2) Educational Factors, and (3) Site Visit Compliance. The three scores will be averaged and the resulting score is the **School's** Yearly Average performance score (YA). The YA score for two of three consecutive years must be a minimum of 2.50 to remain in good standing. If the YA score falls below 2.50, the **School** will be placed on Probation. If the **School** receives a second YA score below 2.50 within the following 2-year period, the **School** is subject to termination. **Sponsor** retains the right to grant exceptions in certain circumstances, including change of leadership, adoption of new curriculum, or implementation of new behavior management program.
- 5.4 **School Performance and Assessment.** The **School** must administer all statewide achievement tests as required by law. The **School** shall be subject to and comply with all requirements relating to the State assessments and accountability systems, including proficiency rates on State assessments,

student academic growth, graduation rates, attendance, and post-secondary enrollment if applicable.

The **School** must assess and keep initial benchmarks of students for **Sponsor** to review progress and make suggestions for academic improvement. Such assessments and benchmarks shall be identified in the **School's** Comprehensive Plan.

The **School's** student performance shall be compared to the State, to schools serving a similar population, and/or to schools in the same geographic area. In addition, the **School** shall be subject to all requirements of **Sponsor** for assessing student learning outside of and in addition to State assessment testing, including student performance on other valid and reliable assessments.

The **School's** performance plan must include applicable report card measures as part of the performance measurement. The **School** Performance Plan shall meet the performance standards, assessment and accountability plan required by **Sponsor** as set out in Community School Goals, Targets and Performance Plan, attached as part of **ATTACHMENT 3**.

The goals that the **Sponsor** requires as part of the **School** plan are in the following areas: (1) mission-specific academic goals; (2) attendance; (3) student enrollment and graduation rates; and (4) financial viability. The required indicators of student performance are rigorous, clear, measurable and attainable. **Sponsor** and/or the Department of Education may change performance standards and their assessment.

## **ARTICLE VI** **REPORTING AND RECORDS**

### **6.1 Annual Report.**

- a. The **Governing Authority** shall create an annual report that indicates the **School's** financial status, a report on all activities and progress in meeting the goals and standards of this Contract, and a statement from the **Sponsor** regarding the performance of the **School**. The **School** must submit a draft of the report to the **Sponsor** for review within three (3) months after close of the prior School Year and the **School** must submit the final report to the **Sponsor** and parents no later than four (4) months after close of the prior School Year.
- b. To the extent R.C. 3314.023 requires the **Sponsor** to complete an annual evaluation of the **School**, the **Governing Authority** agrees to make the annual evaluation received from the **Sponsor** available to each parent by November 30<sup>th</sup> of each School Year.

### **6.2 Additional Reporting.**

- a. **Sponsor Requests.** Unless specified otherwise, the **Governing Authority** and/or the **School** shall provide responses to reasonable requests from the **Sponsor** within ten (10) business days. Any deficiency shall be cured within a reasonable period of time acceptable to the **Sponsor**, except for a health or safety emergency, which must be immediately cured and which may be grounds for suspension of operations or termination of this Contract.
  - b. **Findings for Recovery.** Annually, the **Governing Authority** shall report to the **Sponsor** any findings for recovery issued by the Auditor of State against any member of the **Governing Authority**, the Operator (if applicable), the Chief Administrative Officer, or any employee of the **School** with responsibility for fiscal operations or authorization to expend **School** funds, including those hired by the Operator. The **School** shall respond within a reasonable time to **Sponsor's** inquiries regarding findings.
  - c. **Operator.** The **Governing Authority** shall provide a written report to the **Sponsor** of all financial data, structure, and operations of its Operator, as it pertains to the **School**, upon **Sponsor's** request, and for the **School's** Annual Report.
- 6.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall be allowed access for such site visits or other impromptu visits, as **Sponsor** deems advisable or necessary. **Sponsor** shall consider its Site Visit Reports in determining whether to renew a Contract.

## **ARTICLE VII** **STAFFING**

- 7.1 **Contracts.** The **Governing Authority** may contract with administrators, teaching and non-teaching employees necessary to carry out its Mission and fulfill its duties under this Contract. The **Governing Authority** may contract with a third party to employ, administer, and hire teaching and non-teaching employees as necessary to carry out the **School's** Mission and fulfill its duties under this Contract. No contract of employment may extend beyond the expiration of this Contract. The **School** must provide to the **Sponsor** its plan for disposition for staff in the event of nonrenewal, suspension, termination, or expiration of this Contract.
- 7.2 **Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by **School**, the **Governing Authority** and **School** shall defend, indemnify, and hold harmless the **Sponsor** and its Board members, Superintendent, employees, and agents from all liability arising out of any action or omission occurring during that person's employment by the **Governing Authority** and during such leave from the **Sponsor**. Nothing in this subsection obligates the **Sponsor** to provide such a leave of absence.

### 7.3 **Employment of Teachers.**

- a. A minimum of one (1) full-time classroom teacher or two (2) part-time classroom teachers each working twelve (12) hours per week must be employed by **School**.
- b. Full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified or licensed in accordance with R.C. 3319.22 - 3319.31 and shall only teach in their licensed subject areas and grade levels, excluding long-term substitute teacher assignments, unless Ohio law provides otherwise. The **School** may also hire non-certificated persons to teach no more than twelve (12) hours per week or, if the individual is teaching an industry-recognized credential program at a dropout recovery school pursuant to R.C. 3319.301, forty (40) hours per week.
- c. Upon employment, **School** shall forward teacher qualifications including, but not limited to, the grade level and content area and the teacher's licensure or certification, to **Sponsor**, as well as credentials and background checks for all staff of **School**.
- d. Each classroom teacher initially hired by the **School** on or after July 1, 2013, and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.
- e. The ratio of students to full-time equivalent classroom teacher shall be no more than 25 to 1. The **School** shall provide evidence of maintaining the ratio within ten (10) business days of a request from the **Sponsor**. The **School** may also hire non-teaching employees as required. The **School** shall employ at least one staff member with administrative licensure within thirty (30) months of signing this Contract or request an extension.
- f. Each person employed as a nurse, teacher, counselor, psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, alcohol and substance abuse, and the promotion of positive youth development within two (2) years of beginning employment and every five (5) years thereafter.

7.4 **Collective Bargaining.** Teaching and non-teaching employees may organize and collectively bargain pursuant to R.C. 4117, *et seq.* In the event of collective bargaining, no collective bargaining agreement shall extend beyond the term of this Contract. The **Governing Authority** shall consider a bargaining unit containing teaching and non-teaching employees to be an appropriate unit, notwithstanding R.C. 4117.06(D)(1).

7.5 **Employee Benefits.** **School** must provide to all full-time employees health and other benefits. In the event certain employees have bargained collectively, the

collective bargaining agreement supersedes, to the extent that it provides for health and other benefits.

7.6 **Professional Development.** The **Governing Authority** shall provide a plan describing professional development activities offered to **School** staff as a part of the **School's** Comprehensive Plan.

7.7 **Volunteers.** All volunteers must be notified that the **School** requires a completed background check before they can volunteer at the **School**.

**ARTICLE VIII**  
**FINANCES**

8.1 **Financial Records.** The **School's** financial records shall be maintained in the same manner as the financial records of school districts, pursuant to rules adopted by the Auditor of State and in the manner presented in R.C. 117. The **School** shall meet the requirements and follow the procedures for program and financial audits established by the Auditor of State and the Department of Education. The **Governing Authority** shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2), and any other enhanced standards required by the **Sponsor**.

8.2 **Fiscal Officer.** The **School** shall have a designated fiscal officer with a Treasurer license. A copy of the Fiscal Officer's License is attached as part of **ATTACHMENT 4**. The **Governing Authority** must submit to the **Sponsor** its selection for Fiscal Officer and the **Sponsor** must approve the appointment.

School Rep Initials	ERCO Rep Initials		The <b>School</b> agrees that its fiscal officer shall be (pick, initial and sign only one):
_____	SL _____	1.	The <b>School's</b> Fiscal Officer <u>Stephanie Ataya</u> _____; or
_____	_____	2.	Its Operator _____, through the Operator's Treasurer _____;
_____	_____	3.	A qualified service provider named _____ (credentials and training to be provided to the <b>Sponsor</b> .)

- 8.3 **Fiscal Bond.** The Fiscal Officer shall execute a bond in an amount and with surety to be approved by **Sponsor**, payable to the State of Ohio, conditioned on the faithful performance of all official duties required of **School Fiscal Officer**. The bond shall be deposited with the **Governing Authority**, copies thereof, certified by the **Governing Authority**, shall be filed with the **Sponsor** and county auditor in which the **School** is located.
- 8.4 **Fiscal Services Agreement.** The **School** must provide to the **Sponsor** a copy of any fiscal services agreement between **Governing Authority** and a third-party. The fiscal services agreement must require the Fiscal Officer to assist in all audits and to perform all duties required by R.C. 3314.023 or other applicable law relating to the **School's** closure and final or special audit services. The Fiscal Services Agreement must state that the Fiscal Officer is primarily responsible for all financial-related provisions of the closing procedures should the **School** close.
- 8.5 **Custody of School Funds.** All money received by the **School** during the period beginning upon execution of this Contract, shall be placed in the custody of the Fiscal Officer, who shall maintain all funds and accounts of the **School**.
- 8.6 **Financial Plan.** The **School** shall submit to the **Sponsor** each year its Financial Plan that includes the following: estimated school budget for each fiscal year of the Contract and estimated five year Plan. The Financial Plan must include specific financial targets and metrics by which to measure financial performance and sustainability. The **School** must also submit its Financial Self-Evaluation of its progress toward its targets. The **Sponsor** shall evaluate the **School's** Financial Plan and its Financial Self-Evaluation as part of the renewal evaluation process.
- 8.7 **Fiscal Budget.** On or before June 30 of each year, a revised school budget shall be submitted to **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purposes of funding calculations under R.C. 3314.08. The base formula amount for any year shall not exceed the dollar formula amounts specified for the year by the Department of Education and must be included in the budget. Projected expenses must include the total estimated per pupil expenditure for each year. Should the **Sponsor** request further breakdown of revenue, line items for expenses, or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by an Operator, the **Governing Authority** must provide the Operator with sufficient data to allow **Sponsor** to review revenue and expenses.
- 8.8 **Financial Management.** The **School** must file with **Sponsor** its policies and procedures for internal financial controls. These must include the following:

- a. Commonly accepted accounting practices and the capacity to implement them;
  - b. Bank account maintenance;
  - c. Adequate payroll procedures;
  - d. Procedures for creating and reviewing monthly and quarterly financial reports;
  - e. Internal control procedures for cash receipts, cash disbursements and purchases; and
  - f. Maintenance of asset registers and financial procedures for grants in accordance with federal and state law.
- 8.9 **Borrowing Money.** The **School** may borrow money only to pay its necessary and actual expenses in anticipation of receipt of any portion of the payments due to the **School** pursuant to R.C. 3314.08. The **School** shall issue notes to evidence its borrowing. A copy of all notes must be provided to **Sponsor** within five (5) days of execution. The proceeds from the notes shall be used only for the purpose for which the borrowing may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for acquisition of facilities.
- All loans from the Operator, including facility loans or cash flow assistance, must be accounted for, documented and bear interest at a fair market rate.
- 8.10 **Fiscal Year.** The fiscal year for the **School** shall be July 1 to June 30.
- 8.11 **Audits.** The **Governing Authority** may contract with an attorney, an accountant, or an entity specializing in audits for assistance. However, such attorney, accountant or entity must be independent from the **School's** Operator.
- 8.12 **Financial Audit Standards.** The **School** recognizes that the **Sponsor** must be present at all meetings with the Auditor of State. The **School** must provide written notice to **Sponsor** of the time, date, and location of all such meetings within three (3) business days of receiving such notice.
- 8.13 **Unauditable Status.** If the **School** is declared unauditable under R.C. 33114.51, the **Governing Authority** must suspend the Fiscal Officer and find an immediate replacement. If the **Governing Authority** has contracted with an Operator that provides the fiscal services, the **Governing Authority** must cause the Operator to suspend the Fiscal Officer and find an immediate replacement.

**ARTICLE IX**  
**INSURANCE / INDEMNIFICATION**

- 9.1 **Liability Insurance.** **Governing Authority** must maintain comprehensive general liability insurance at all times in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The insurance coverage shall be for **School, Governing Authority,** its Directors, Officers and employees, and also for **Sponsor,** its Board, officers and employees, as additional insureds. The insurance coverage must be occurrence coverage or claims made coverage and the **Sponsor** must be an additional certificate holder.

The policy or certificate of insurance shall be provided to **Sponsor** upon request. The **Governing Authority** shall provide evidence of such coverage annually.

The **Governing Authority** must obtain policies that notify **Sponsor** in writing at least thirty (30) days in advance of any material adverse change or cancellation of coverage; and shall provide evidence of the same to the **Sponsor.**

- 9.2 **Indemnification.** The **Governing Authority** and **School** shall indemnify and hold harmless **Sponsor** and its Board, officers, employees and agents from any and all claims, demands, actions, lawsuits, legal fees incurred, causes of action, obligations, losses, costs, expenses, attorney's fees, damages, orders and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:

- a. Failure of the **Governing Authority** and/or **School,** its officers, directors, employees, or contractors to perform any duty, responsibility or obligation imposed by law or this Contract, including the obligation to pay all bills and invoices for services when due.
- b. All actions and/or omissions by **Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that result in injury, death or loss to person or property, a breach of contract, or violation of statutory law or common law, both state and federal.
- c. Any sum that **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of **School** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under law; (3) all agreements in any way connected herewith, on the part of **School,** to be performed, complied with, or observed; or (4) liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, **Governing Authority** or to third parties in any way related to **School.**
- d. Any liabilities incurred by **Sponsor** or its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against **Sponsor** by **School** or the **Governing Authority,** unless **School** or **Governing Authority** obtains a final judgment or order



on the merits against **Sponsor**, and the appeals of such judgment or order have been exhausted or have expired.

- 9.3 **Survival.** All provisions of this Article IX shall survive the voidance, expiration, termination, nonrenewal, suspension or abandonment of this Contract.

**ARTICLE X**  
**SPONSOR OBLIGATIONS, ANNUAL PERFORMANCE REPORT AND RENEWAL,**  
**TERMINATION AND NON-RENEWAL**

- 10.1 **Obligations.** The **Sponsor** shall provide oversight, monitoring and technical assistance to the **Governing Authority** and the **School** as follows:
- a. Monitor **School's** compliance with all laws applicable to **School** and with the terms of the Contract and provide technical assistance to **School** in complying with applicable law and this Contract. **Sponsor** is not the **School's** legal counsel, and **School** shall consult its own legal counsel for legal advice.
  - b. Monitor and evaluate the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis. Such monitoring and evaluation shall be based on the performance standards specified in this Contract, including Attachments thereto, all applicable State report card measures, and any other analysis conducted by the Department of Education.
  - c. Report annually to the Department of Education and to parents the results of its evaluation conducted pursuant to R.C. 3314.03(D)(2).
  - d. Monitor the financial and enrollment records of **School** by meeting with the Fiscal Officer at least once per month and, within ten (10) days of each meeting, issue a written report regarding the review to the **Governing Authority** and the Fiscal Officer.
  - e. Offer additional workshops and activities, as determined by the **Sponsor**, specifically designed to benefit **School**.
  - f. Take steps to intervene in **School's** operation to correct problems with **School's** overall performance, pursuant to R.C. 3314.023(E).
  - g. Declare **School** on probationary status pursuant to R.C. 3314.073.
  - h. Suspend operation of **School** pursuant to R.C. 3314.072.

- i. Terminate the Contract pursuant to R.C. 3314.07, if determined necessary by **Sponsor**.
  - j. At its sole discretion, **Sponsor** may require a corrective action plan from **School** to cure any issues or violations.
  - k. Have in place a plan of action in the event that the **School** experiences financial difficulties or closes before the end of the School Year. The **Governing Authority** recognizes the authority of the Department of Public Education to suspend the operations of the School under R.C. 3314.072 if it has evidence of conditions or violations of law that pose an imminent danger to the health and safety of students and staff and **Sponsor** refuses to take such action. **Governing Authority** recognizes the authority of **Sponsor** to suspend operations of the School under R.C. 3314.072 and consents to the authority of **Sponsor** to carry out its obligations if needed, under State Department of Education closing guidance, to oversee closure of the School. The **Governing Authority** agrees that it will not abandon its own statutory duties for closure.
  - l. Submit opening assurances for the **School** to the Department of Education no less than ten (10) business days prior to the opening of the **School's** first year of operation or if **School** changes its facility location or adds a facility. If **School** is not an internet or computer-based school under R.C. 3314.19, opening assurances are not required.
  - m. Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to schools it authorizes, as required by R.C. 3314.025.
  - n. Adhere to and comply with **Sponsor's** Contract with the Department of Education to operate as a **Sponsor**.
  - o. Assist **Governing Authority** with technical assistance, training, and/or services from other entities as may be reasonably necessary, when requested.
- 10.2 **Monitoring.** **Sponsor** reserves the right during the term of the Contract to require **Governing Authority** to do any or all of the following as part of a Corrective Action Plan:
- Place School Chief Administrator on an Improvement Plan and monitor progress at each **Governing Authority** meeting.
  - Replace School Chief Administrator.
  - Hire School improvement coaches and monitor the academic improvement plan at each **Governing Authority** meeting.
  - Require **School** to implement additional academic supports and monitor the progress of students at each **Governing Authority** meeting.

- 10.3 **Sponsor's Annual Performance Report and Renewal Evaluation Rubric.** Prior to contract renewal, and at least every five (5) years for long-term contracts, **Sponsor** shall conduct a High-Stakes Review that rigorously evaluates the performance of the **School** subject to **ATTACHMENT 3**, and the **Sponsor** Annual Performance Report and Renewal Evaluation Rubric. **Sponsor's** primary measures of school quality are the objective and verifiable measures of student achievement. These measures must be met for contract renewal.

The **Sponsor's** performance framework surpasses minimum standards required by law and is school-specific. It includes the following: (1) proficiency rates on standard assessments (for all students and by subgroups); (2) student academic growth; (3) graduation rates; (4) attendance; (5) post-secondary enrollment (if applicable); and (6) student performance on other valid and reliable assessments.

Drop Out Prevention and Recovery Community Schools are required to report and rate the following:

- Assessment Passage Rate (percent of students in grade 12, or within 3 months of turning 22, who have passed all 5 sections of the Ohio Graduation Test)
- Annual Measurable Objectives
- 4-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 5-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 6-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 7-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 8-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- Value-Added (this calculation will be different from the calculation on the A-F Report Card)
- Other Student Outcomes
- Attendance Rate
- Additional measures as available

- 10.4 **Unavailability of Some Performance Measures.** The **Governing Authority** and **Sponsor** acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when State testing or report cards are not available. In the absence of such data, the **School** will be evaluated, to the extent possible, on available indicators from the framework, and the **Sponsor** may consider qualitative data from corrective action plan monitoring and biannual reviews.

The success of the School shall be evaluated based on its academics, finances, organization/operations performance measures as identified in Articles III, IV, V, and VIII.

- 10.5 **Intervention.** The **School** shall develop a plan of intervention for all students not found proficient or not making adequate yearly progress, and submit it to the **Sponsor** for approval.

10.6 **Probation and Suspension.**

- a. **Probation.** After consulting with **Governing Authority**, **Sponsor** may declare in written notice to **Governing Authority** that **School** is in probationary status. The notice shall specify the conditions that warrant probationary status. Probationary status shall not extend beyond the current school year. The **Sponsor** may declare the **School** to be in probationary status only if it has received reasonable assurances from the **Governing Authority**, to its satisfaction, that the **Governing Authority** can and will take the necessary actions to remedy the conditions that warranted such probationary status as specified by **Sponsor**.
- b. **Intent to Suspend/Suspension.** Pursuant to R.C. 3314.072, the **Sponsor** may suspend operations of the **School** for any of the following reasons:
  1. Failure to meet student performance requirements stated in this Contract.
  2. Failure to meet generally accepted standards of fiscal management.
  3. Violation of any provision of this Contract or applicable state or federal law.
  4. Other good cause.
- c. **Process.**
  1. **Sponsor** shall send a written notice of intent to suspend explaining the reasons and providing the **Governing Authority** with five (5) business days from receipt of notice to submit a proposed remedy.
  2. **Sponsor** shall promptly review the proposed remedy.
  3. If **Sponsor** disapproves of the proposed remedy or if the **Governing Authority** fails to submit a proposed remedy or fails to implement the remedy, the **Sponsor** may issue a Notice of Suspension.
  4. The **School** again has an opportunity to submit a proposed remedy within five (5) business days of receipt of notice.
  5. If the **School** fails to submit a proposed remedy to the satisfaction of the **Sponsor**, the **Sponsor** may deem the **School** to be in suspension. The **School** must cease operations on the next business day, and immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefor.

6. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.
  7. If the **Sponsor** suspends the Contract, the Contract becomes void if the **Governing Authority** does not provide a proposal to remedy the conditions, satisfactory to **Sponsor**, by the 30<sup>th</sup> day of September of the following School Year.
- 10.7 **Contract Authorization.** Before executing this Renewal Contract, **Governing Authority** must pass a resolution authorizing execution of this Renewal Contract and authorizing a member of the **Governing Committee** to execute this Renewal Contract for and on behalf of the **Governing Committee** with full authority to bind **Governing Authority**. The **School** shall provide a copy of the resolution to **Sponsor**.
- 10.8 **Expiration of Contract.** This Contract shall expire on its own terms and will cease to remain in force unless renewed by the Parties pursuant to the standards and process described in this Contract.
- 10.9 **Expiration, Termination and Non-Renewal of Contract**
- a. This Contract expires on the date provided in the Contract. The **Sponsor** and **School** may enter a Renewal Contract pursuant to R.C. 3314.03(E) unless the Contract is terminated or not renewed.
  - b. **Sponsor** may choose not to renew a Contract at its expiration or may choose to terminate a Contract prior to its expiration for any of the following reasons:
    1. Failure to meet student performance requirements as stated in Contract.
    2. Failure to meet generally accepted standards of fiscal management.
    3. Violation of any provisions of the Contract, or applicable state or federal law.
    4. Other good cause.
  - c. Upon fourteen (14) days' notice, **Sponsor** may choose to terminate the Contract prior to its expiration if **Sponsor** has suspended the operations of the **School**.

- d. Upon termination or non-renewal, the **School** may file a written notice requesting an informal hearing, which shall be held within fourteen (14) days of receipt of notice. If the **School** does not request an informal hearing, the Contract is terminated effective as of the date that **Sponsor** notified the **School** of its decision to terminate.
- e. Within fourteen (14) days after the informal hearing, the **Sponsor** will issue a final decision. If the **Sponsor** affirms its decision to terminate the Contract, the effective date of termination is the date of **Sponsor's** decision.
- f. Upon termination of its contract, the **School** shall close permanently at the end of the current school year or on a date specified in the notice of termination. A **School** whose contract is terminated shall not enter into a contract with any other sponsor.

At its sole discretion, the Sponsor may assume operation of the School pursuant to RC 3314.073(B) should the Governing Authority abandon its duties or breach its duties in a manner likely to cause immediate or irreparable harm to the School and/or its students.

- 10.10 **Closure.** The **School** shall comply with the closing procedures of **Sponsor**, the Department of Education, and all other required procedures at the pertinent time. The **Governing Authority** acknowledges the obligations of the **Sponsor** in Department of Education's closing guidance and consents to the authority of the **Sponsor** to carry out those obligations, if necessary. The **Governing Authority** agrees to complete its own statutory duties for closure. The **Governing Authority** acknowledges it is solely responsible for the sale, lease or other distribution of the facilities and agrees to maintain the facility until such time as it is sold or leased to another entity. The **School** must comply with all closing procedures, including those set forth in **ATTACHMENT 7**.
- 10.11 **Disposition of Assets.** In the event that this Contract is: (a) suspended and terminated; (b) not renewed and not reassigned to another sponsor; or (c) the **School** dissolves, the operation of the **School** will cease as a community school. The following requirements and procedures apply regarding the **Governing Authority** and the **School**:
  - a. Adherence to R.C. 3314.074(A) and (B) must be respected to the fullest extent possible.
  - b. After paying or adequately providing for the payment of all known obligations of the **School**, the **Governing Authority** shall distribute the remainder of the assets as follows:
    1. Assets held upon condition requiring return, transfer, or conveyance which condition shall have occurred by reason of the dissolution or otherwise, shall be returned, transferred or conveyed in accordance with such requirements.

2. In the case of a public benefit corporation:
  - i. Assets held by it in trust for specified purposes shall be applied so far as feasible and in accordance with the terms of the trust.
  - ii. Remaining assets shall be distributed to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.
  - iii. In the event and to the extent that, in the judgment of the Directors, it is not feasible to apply the assets provided in the above clauses (1) and (2), the assets shall be applied as may be directed by the Court of Common Pleas and the County and this State in which the **School** is located.

10.12 **Renewal Process.**

- a. Provided this Contract is not currently suspended and has not been non-renewed or terminated by the **Sponsor**, the **School** may apply to the **Sponsor** for renewal of the Contract. The **Sponsor's** Protocol for Renewal is attached as **ATTACHMENT 7**.
- b. During the School Year in which this Contract expires, the **Sponsor** shall provide the **School** with the renewal application, the renewal application guidelines, and a list of required documents.

10.13 **High Stakes Review.** Renewal is subject to a High-Stakes Review and the **Sponsor's** determination that the **School** has satisfactorily complied with this Contract and all applicable laws, that the **School** is financially solvent, organizationally viable, and that the **School's** progress in meeting its Performance Targets is satisfactory.

10.14 **Reasons for Non-Renewal of Contract.** The **Sponsor** may choose not to renew this Contract for any of the following reasons:

- failure to meet student performance requirements set forth in this Contract;
- failure to meet generally accepted standards of fiscal management;
- violation of any provision of the Contract or applicable state or federal law;
- other good cause. See R.C. 3314.07.

10.15 **Non-Renewal.**

- a. By January 15 of the year in which the Contract expires, the **Sponsor** shall notify the **Governing Authority** in writing of whether the **Sponsor** intends to renew or non-renew.
- b. If the **Sponsor** intends to non-renew this Contract, the notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School** may, within fourteen (14) days of receiving the notice, request in writing an informal hearing before the **Sponsor** in accordance with the **Sponsor's** protocol for non-renewal.
- c. The informal hearing shall be held within fourteen (14) days of receipt of request and no later than fourteen (14) days after the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate or non-renew the Contract.

10.16 **School Intention to Non-Renew.** If **School** does not intend to renew its Contract with **Sponsor**, **School** shall notify **Sponsor** in writing, including its reasons, at least one hundred eighty (180) days prior to expiration of this Contract. Prior to the notification, the **Governing Authority** must adopt a resolution at a properly noticed public meeting that authorizes the non-renewal of this Contract and that authorizes one or more individuals to notify **Sponsor**.

10.17 **Assignment of Contract.** **School** may enter into a contract with a new sponsor in accordance with R.C. 3314.03 upon the expiration of this Contract, or at the sole discretion of the **Sponsor**, by an assignment of this Contract before its expiration.

**ARTICLE XI**  
**MISCELLANEOUS**

11.1 **Dispute Resolution.** In the event of a dispute between **Sponsor** and **Governing Authority** regarding any term of this Contract or any community school issue, the Parties shall each designate a person to resolve the dispute. In the event that the dispute cannot be resolved by the Parties, the matter shall be submitted to the Superintendent of the **Sponsor** or his/her designee for resolution. The decision by the **Sponsor** or Superintendent or designee is final and binding. Any appeal of the decision of the Superintendent or designee shall be to the Hamilton County Court of Common Pleas as if it were an appeal from a decision of an arbitrator. The parties expressly agree to venue in Hamilton County, Ohio.

11.2 **Term.** This Contract shall be for a term of 5 year(s) commencing on July 1, 2024 and ending on June 30, 2028 unless renewed or a change in its sponsorship agreement with the Department of Education.



- 11.3 **Severability.** Should any term, clause or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.4 **Headings.** Headings are for the convenience of the Parties. Headings have no substantive meaning.
- 11.5 **Notices.** All notices required or permitted by this Contract shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented to the following persons and addresses:

If to Sponsor:

Educational Resource Consultants of Ohio, Inc.  
3401 Hamilton-Mason Road, Suite A  
Hamilton, OH 45011

With a copy to:

Phyllis E. Brown  
Brown Law Firm, LLC  
250 E. 5<sup>th</sup> Street, Suite 1500  
Cincinnati, OH 45202

If to the Governing Authority or School to:

School

With a copy to:

Legal Counsel

- 11.6 **Amendments, Updates and Modifications.** This Contract constitutes the entire agreement among the Parties and any amendments, updates or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both Parties. When a **School** seeks to amend or modify any terms in this Contract, the **School** must provide **Sponsor** with a writing setting forth the page number, article number and section number it seeks to change together with an explanation of its reasons. The **School** must not amend or

modify the text within the Sponsorship Contract. Notifications required by this Contract shall not be considered amendments or modifications of this Contract.

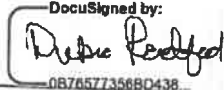
**Sponsor** regularly updates its performance framework to support higher achievement and to ensure stronger compliance. **Sponsor** and its legal counsel regularly assess Contract language to ensure consistency with changes in State and/or Federal law and regulations at least every six months. If there are significant changes in State and/or Federal law and regulations at any time, legal counsel notifies **Sponsor** and **Sponsor** determines the need for modification. Finally, **Sponsor** may modify its existing contract to reflect changes and modify its template for new schools.

11.7 **Attachments.** All Attachments to this Contract are incorporated by reference into the Contract. Resolutions by the **Sponsor's Governing Board** and **School Governing Authority** approving this Contract shall be attached to this Contract.

The Educational Resource  
Consultants of Ohio

School Governing Authority

By: David Harding

By: 

Title: President

Title: Board Chair

with full authority to execute this Contract for and on behalf of **Sponsor** and with full authority to bind **Sponsor**.

with full authority to execute this Contract for and on behalf of the **School Governing Authority** and with full authority to bind the **School Governing Authority**

## **ATTACHMENT 1**

- A. School Governing Authority/Board of Directors:  
Member Names, Addresses, Email Addresses, Telephone Numbers, Resumes**
- B. Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent  
and Employer Identification Number**
- C. Code of Regulations**
- D. Administrative and Governance Plan**
- E. Conflict of Interest/Related Party Policy**
- F. Related Party Disclosure Form**
- G. School Calendar**
- H. IRS Determination Letter (if any)**
- I. Self Evaluation of Operations and Governance Goals and Measurements**
- J. Calendar of School Board Meetings**



Address	City, State, Zip	Phone Number(s)	Preferred Phone Number
386 Old York Street	Ladon, SC 29456	315-554-5648 (work) 315-555-7778 (cell)	Cell
311 Trailswood Dr	Dayton Oh 45415	937-572-3005	Cell
417 Holt St	Dayton Oh 45402	937-607-7457	Cell
4747 Live Oak Dr	Dayton Oh 45417	937-266-1023	Cell
2409 Westport Dr	Dayton Oh 45406	937-554-5645	Cell
5223 PitCairn Rd	Huber Heights, Oh 45424	937-559-2629	Cell



# JANET FEDRICK

janet.fedrick@bcsglobal.net | 937-359-2629 | Huber Heights, OH 45424

## Summary

Customer and Financial Services professional with extensive experience in currency and administrative operations. Earned a BA in Human Services Administration from Antioch University Midwest, to allow transition into the Human Services field. Major strengths include: customer service and communication skills. Acquired knowledge through education include: Human Resources, Management, and Strategic Planning.

## Skills

- Documentation skills
- Customer service expertise
- Data entry
- Team development
- Problem Solving
- Vendor relationships

## Experience

- Salvation Army Kroc Center | Dayton, OH**  
**Support Services Department Case Manager**  
 08/2015 - 08/2023
- Addition to Pathway of Hope Case Manager duties
  - Assessed and increased quality of service by monitoring employee and customer interactions
  - Maximized coverage during key hours by preparing effective schedules
  - Managed daily operations within Support Services department by supporting continuous delivery of excellent services and care
  - Trained employees on best practices and protocols while managing teams to maintain optimal productivity
  - Evaluated program performance against expectations
- Salvation Army Kroc Center | Dayton, OH**  
**Pathway of Hope Case Manager**  
 01/2016 - 01/2018
- Facilitated ongoing case management services to support successful outcomes and meet stabilization goals
  - Cooperated with local service providers, outreach workers, case managers and collaborative agencies to facilitate services for members
  - Coconstructed case notes and comprehensive reports, including data entry into (Service Point) portal
  - Performed audits of objectives and case progression for case management team
- Salvation Army Kroc Center | Dayton, OH**  
**Member Services Rep**  
 10/2012 - 04/2016
- Opened new memberships, processed renewal fees, maintained member records, knowledge of center activities and programs, and referred callers to other social service agencies when appropriate
  - Served as backup for Social Service Unit in Xenia, OH and acted as Caseworker for utility assistance during the winter months
  - Displayed strong telephone etiquette, effectively handling difficult calls
- Army & Air Force Exchange Services**  
**WPAFB | WPAFB, OH**  
**Shift Assistant**  
 10/2008 - 05/2012
- Customer service, inventory management, daily balancing, deposit preparation and, end of the day reports
  - Read and interpreted work order specifications and information to plan, schedule and carry out jobs effectively

**J.P. Morgan Chase | Dayton, OH**  
**Team Lead Cash Operations, Sr. Vault**  
**Teller/Vault Teller**  
01/1982 - 10/2007

- Increased customer satisfaction by following up on any negative feedback and taking appropriate measure to resolve complaints.
- As a Team Lead: Supported staff in meeting department goals, ordered supplies within unit budget, maintained records for auditing, conducted employee training, contributed to staff evaluations, researched and resolved site customer issues.
- Ordered and disbursed coin and currency to keep vault balanced and supply branches, banks and customers.
- Prepared and securely shipped excess coin and currency to Federal Reserve Bank or correspondent banks, balanced completed work and compiled inventory reports.
- As a Sr. Vault Teller: Processed on average 350 deposits daily, balancing, data entry, handled internal and external customer calls, verified other teller errors, and assisted supervisor in end of day reports.

### **Education and Training**

Antioch University Midwest | Yellow Springs, OH  
Bachelor of Science in Human Services Administration  
12/2012

### **Activities and Honors**

Federick Languages English Volunteer Experience Welcome Committee Member and Power Kids Assistant at Maranatha Worship Centre, Dayton OH Feast of Giving, Dayton, OH

**Carol L. Kimbrough**  
311 Trailwoods Drive, Dayton, OH 45415  
(937) 572-3005  
Email: CLK107@ymail.com

A professional with diversified experience in social work, rehabilitation services and case management services within various social service settings. Strengths include self-motivated, problem solving abilities, and a team player. Currently holds LSW with Ohio Social Work Board and certified as an adoption assessor in the State of Ohio.

**PROFESSIONAL EXPERIENCE:**

Montgomery County Board of Developmental Disabilities (MCBDDS), Dayton, Ohio  
6/17 – Present

**Counselor/ Case Manager, Mental Health Support & Services Department**

- Complete diagnostic assessments to diagnosis with mental health diagnosis.
- Conduct individual and group therapy.
- Ongoing community psychiatric supportive treatment.
- Lead resilience therapist to address client needs that have suffered trauma as a child or adult.

Council on Aging of Southwestern Ohio, Cincinnati, Ohio

9/16-1/17

**Interim Clinical Supervisor, Ohio Home Care Waiver (OHCW)**

- Monitor service delivery for effectiveness and efficiency on an ongoing basis.
- Schedule and/or participate in Case Conference with staff during one on one monthly meeting.
- Coordinate and conduct monthly team meetings to update on any Ohio Department of Medicaid directives for OHCW services.
- Review and approve all initial assessments for OHCW and yearly assessments to maintain OHCW services.
- Work with nursing facilities and caregivers to promote return to the community following hospitalizations.
- Authorize OHCW services as supported by the assessment, service care plans and case note documentation.
- Provide training and additional education to case managers and community support specialist.
- Problem solve with case managers
- Attend one on one monthly meetings and Quarterly All Contractors Meeting with Ohio Department of Medicaid.
- Work with local Job and Family Services to verify individuals Medicaid eligibility.
- Work as a team member within the Senior Leadership Team and other COA departments.

Council on Aging of Southwestern Ohio, Cincinnati, Ohio  
**Care Manager, Ohio Home Care Waiver (OHCW)**

9/15- 8/16

- Provide support/education to clients with complicated social/behavioral/environmental issues.
- Conduct home visits.



**Carol Kimbrough**

Page 2

- Develop, assess and adjust as necessary the patient centered care plan and promote desired outcomes along with monitoring the effectiveness of the plan along with establishing measurable goals and outcomes.
- Utilize Service Guidelines when developing service plans/care plans with clients and caregivers to promote understanding of service rationale.
- Authorize services in the most efficient means possible to meet identified client needs
- Provide coaching, information and support to empower clients to make ongoing independent lifestyle choices.

Montgomery County Stillwater Center, Dayton, Ohio  
Social Worker, Social Services Department

5/14-8/15

- Advocates for residents and families. Develop and follow-up regarding resident goals and concerns.
- Serves as a member of a multi-disciplinary team member and the Behavior Management Team.
- Member of the Human Rights Committee.
- Prepares and attends IHP goals and review Resident Rights Reports.
- Maintain case records, prepare social histories and update progress notes.
- Establish and maintain resident's financial benefits (Medicaid and SSI).
- Review Resident Rights with New employee orientation.

Montgomery County Board of Developmental Disabilities (MCBDDS), Dayton, Ohio  
9/00-5/14

**Eligibility / Services and Support Administrator, Residential & Family Services Department**

- Gather, review and compile information for children / families seeking board services.
- Administer assessment to determine eligibility for school - age children and adults
- Provides linkage between students and families receiving services in public special education programs and MCBDDS.
- Document services provided to families on an ongoing basis.
- Assist families with completing paperwork for MCBDDS funding.
- Crisis Intervention for families while collaboratively working with Montgomery County Children Services Board, Juvenile Courts, and Community Mental Health components.

**COMPUTER SKILLS:**

Proficient in PC, Microsoft Office, PowerPoint Programs and the Internet

**EDUCATION:**

University of Cincinnati College of Education, Cincinnati, Ohio  
Graduate Certificate Substance Abuse Prevention

2014

University of Cincinnati School of Social Work, Cincinnati, Ohio  
Master of Social Work

2012

Wilberforce University, Wilberforce, Ohio  
Bachelor of Arts in Rehabilitation Services,

1993

**VOLUNTEER EXPERIENCE:**

Delta Sigma Theta: Education Symposium, Jeanne Noble Delta Gems,  
Annual Debutante Ball

Catholic Social Service: monitor visitation sessions with noncustodial parents  
Wright State University Summerbridge: Board Member

5/09 -Present

10/11-8/13

7/05-12/09

Big Brothers/Big Sisters: Weekly visit with assigned little

8/07-12/09

937-361-6154

Kimberly Moncree, LSW

[ms.kimdavis@yahoo.com](mailto:ms.kimdavis@yahoo.com)

### Qualifications

\*Developed awareness of individualized personal and family issues as well as very broad problems that effect communities \*Comprehension of the importance of multiple-level interventions \*Professional and personal ethics and values \*Exploratory ability to seek community services, resources and opportunities \*Advocacy, brokering, and case management \*Flexible and creativity \*Competence in client empowerment \*Self directed with ability of functioning within an organizational structure accepting and utilizing supervision \* Assume a wide range of duties and professional roles \*Critical thinking ability and wide knowledge of concepts, theories and practice approaches \*Open minded, nonjudgmental, accepting of diversity and cultural awareness \* Focus is on the strength perspective with an understanding of risk factors \* Effective ability to engage, explore and establish variables affecting a recognized problem or concern; plan, implement, and evaluate services and the planned change process \*Excellent documenting skills, team player, multi task abilities, exercise best practice, role modeling, and maintain a positive perspective \*Additional knowledge and educational coursework in psychology, business and nursing

### Professional Experience

#### **Help Me Grow Bright Futures, Dayton, Ohio**

##### **Service Coordinator (Early Intervention)**

December 2016-Present

- Case manage early intervention services for children birth to age three who have identifiable developmental delays or established medical conditions with risks of developmental delays.
- Conduct developmental screenings, assessments and evaluations.
- Collaborate with community resources and referrals to supportive services.
- Advocate and support families.
- Follow & ensure state program policies and guidelines.
- Work in partnership with local school districts referring children for developmental evaluations for preschool programs & options.

#### **Council on Aging of SW Ohio, Cincinnati, Ohio**

##### **Care Manager (Ohio Home Care Waiver)**

March 2014-December 2016

- Assist individuals by authorizing and linking to services & supports desirable to remain in the least restrictive environment while maintaining the highest amount of independence & human self-worth.
- Ongoing monitoring & assessing individual's health & welfare.
- Assess, establish, manage & monitor waiver services to meet individual's needs.
- Care coordination with individual's team members.
- Linkage & referrals to supportive services.
- Incident reporting & prevention planning to reduce identified risks.
- Transition planning for significant life changes and milestones.

#### **Area Agency on Aging, Dayton, Ohio**

##### **Case Manager (Passport Waiver: 9/2008-12/2013; Ohio Home Care Waiver: 1/2014-2/2014)**

September 2008-February 2014

- Assisting individuals in the Medicaid/Passport Waiver eligibility process for in home care/services.
- Assist senior and disabled population to safely enhance independence to remain in the home setting.
- Assist in referrals for supportive community resources.
- Monitor & assess in home services in meeting the individual's needs and manage yearly cost caps.
- Follow & ensure state and federal guidelines on program expectations.
- Conduct ongoing in home visits according the program guidelines; Annual assessments for Level of Care re-determinations.
- Collaboration with medical, professional and service providers.
- Provide advocacy and basic support to the individual and caregivers.

#### **Greene County Children Services Board, Xenia, Ohio**

##### **Group Home Case Worker I (August 2007-September 2008)**

January 2007-September 2008

##### **Student Senior Practicum (January 2007-August 2007)**

### Education

Wright State University, Dayton, Ohio

Bachelors of Arts in Social Work minor in Psychology, August 2007

## **Additional Employment History**

**08/2005 – 12/2006**

**Student Worker-Wright One Card Center  
Wright State University, Dayton, OH**

Duties: process student & staff identification cards; assist students with financial aid applications/loan counseling process.

**09/2004 – 09/2006**

**Personal Assistant-Disabilities Service  
Wright State University, Dayton, OH**

Duties: Personal care for students with disabilities residing on campus.

**01/2004 – 03/2004**

**Office Team**

Fifth Third Center, Suite 1380 Dayton, OH 45402  
(937)224-8326

**Instant Tax Service, Dayton, OH, Temporary Assignment**

Duties: Customer Service-call center/ estimate tax refunds/ explain tax procedures/ estimate cost for tax preparation.

**03/2003-01/2004**

**Office Team**

Fifth Third Center, Suite 1380 Dayton, OH 45402  
(937)224-8326

**Uniform Code Council, Dayton, OH, Temporary Assignment**

Duties: Collections/Data Entry/Customer Service/Research company information

**02/2003-11/2003**

**CBS Personnel-Centerville Branch**

435 Elm St.  
Cincinnati, OH 45202

(937)428-4257

**National City Mortgage Co., Dayton, OH, Temporary Assignment**

Duties: Scan mortgage loan documents in computer system.

**08/2000-01/2003**

**Click Camera & Video**

Dayton, OH

**Accounts Receivable Manager**

Duties: Collect outstanding accounts receivables/ Assist in company payroll/benefits 100+employees/Apply & deposit daily payments/process daily transaction paperwork for 11 stores/process financing documents for payment/customer service.

**01/1994-06/2000**

**Click Camera & Video**

Dayton, OH

**Accounts Receivable Assistant**

Duties: Assist Accounts Receivable Manager-collection on accounts, process daily payments on accounts/process daily store transactions for 11 stores/ process financial documents for payments/customer service/cover receptionist duties.

Voted in Oct 12, 1

**Debra D. Radford**  
2409 Westport Drive  
Dayton, OH 45406  
Contact: (937) 554-5645  
E-Mail: debrar207@yahoo.com

**Objective:**

To obtain a position that will effectively utilize my acquired skills, education, and experience to make a significant contribution to the overall success of the organization.

**Summary:**

- High degree of professionalism with an ability to work effectively across all levels of the organization.
- Knowledge of budgeting and accounting principles.
- Well organized, reliable, committed to professionalism, and able to multi-task.
- Strong Critical thinking and analytical skills.
- Experience working in a higher learning environment.
- Excellent interpersonal, verbal and written communication skills.
- Experience in coordinating, managing and leading projects.
- Experience in budget planning and monitoring.
- Ability to maintain confidentiality.
- Experience in budget development and management process.
- Ability to work independently and show initiative.
- Excellent analytical / problem-solving skills with demonstrated business acumen.
- Exceptional customer service, motivational, and team leadership skills.
- Possess solid communication and interpersonal skills to establish and maintain rapport with students and easily interface across all levels of a university.
- Accustomed to working in fast-paced environments with the ability to think quickly and handle difficult situations successfully.
- Experience in Managing and leading projects.
- Experience using Banner.
- Experience in grant management.

**Education:**

**MBA with Accounting Concentration- 2008**  
Keller Graduate School of Management, Dayton, OH

**Bachelor of Art in Economics - 2000**  
Wright State University Dayton, OH  
Vice President of the Economics Club

**Trainings and Certifications:**

Cultural Diversity - 11/2007  
Building Personal Cultural Competence - 01/2008  
Customer Service - 02/2008  
De-Escalating Violent Situations - 04/2008

Mentoring Skills – 04/2008  
Culturally Sensitive Interviewing Skills – 07/2008  
Dynamics of Interpersonal Communication – 11/2008  
Stress Management – 11/2008

**Volunteer Experience:**

**Delta Sigma Theta Sorority Incorporated**  
June 2009 – December 2011

**Internal Audit Committee**

- Auditing financial activities for the chapter
- Develop, analyze and monitor assigned budgets.
- Preparing a work plan for fiscal policy and internal controls.
- Prepare quarterly reports and presents findings and suggestions to chapter president.
- Coordinates financial and business related operational activities.
- Compile and report financial information.
- Maintain and balance accounts.

**Professional Experience:**

**Wright State University - Dayton, OH**  
October 2012 - Present

**Business Manager**

- Manages budget for Vice President of Business and Fiscal Affairs and Vice President of Multicultural Affairs and reporting departments.
- Oversee budgetary controls and provide complex budget/financial analysis and planning.
- Conducts budget presentations and make recommendations regarding budget.
- Experience managing grants and ensuring compliance.
- Complete weekly, monthly, quarterly and annual budget, managerial and financial reports.
- Completes and approve journal voucher entries
- Authorize, Monitor and Reconcile department credit card statement.
- Reviews and approve expense reports.
- Approve job postings and participates in interviewing, candidate selection and hiring process.
- Works with several departments to establish annual budget and allocations.
- Approves and reviews payments and purchasing transactions.
- Collect and analyze data.
- Collaborate with other on campus departments including Human Resources and Payroll.
- Ensures financial compliance with university policies and auditing standards.
- Approves time sheets and leave reporting.
- Provides recommendations and financial advice to ensure compliance with University policies.

**Central State University - Wilberforce, OH**  
Jan 2010 - Present

**Adjunct Instructor**

- Meet classes as assigned.
- Present Instruction based on the competencies and performance levels of the course.
- Maintain accurate attendance.
- Participate in College's assessment process.
- Submit required reports.

- Manages large academic projects.
- Provide leadership and instruction to over 60 students a semester.
- Prepare lesson plan and instruction in order to teach students at various academic levels.
- Teaches undergraduate Calculus and Statistics Courses.
- Uses technology in instruction.

**Wright State University - Dayton, OH**  
**June 2011 – Oct 2012**

**Energy Management Assistant**

- Assists energy manager with various initiatives to enable the university to reduce its carbon footprint and reduce consumption and overall cost.
- Correspond with other University departments regarding requests and coordinates follow-up actions.
- Completed audits and return on investment reviews on different initiatives as it pertains to energy management and cost savings.
- Coordinates and monitors service contractors.
- Perform monthly analysis on utility consumption and cost to calculate savings based on a baseline period.
- Manages numerous energy projects.
- Analyzes data and create reports to present to the director of Physical Plant as well as the Vice president of Business and Fiscal Affairs
- Performs business support functions including purchasing, and records management.

**Wright State University - Dayton, OH**  
**April 2010 – June 2011**

**Customer Service Assistant**

- Provides general administrative support, develop and generates computerized maintenance management system reports.
- Correspond with other University departments regarding requests and coordinates follow-up actions.
- Under the direction of senior management, provide customer service and technical assistance to process service requests for internal and external customers.
- Coordinates and monitors service contractors.
- Performs monthly key deposit audits for the Office of the Controller.
- Manages numerous projects.
- Analyzes data and create reports regarding customer satisfaction to present in Monthly Leadership review meetings
- Performs business support functions including purchasing, and records management.

**Montgomery County – Jobs and Family Services - Dayton, OH**  
**Feb 2005 – Dec 2009**

**Child Support Specialist II**

- Determine and authorize supportive services to assist families toward self-sufficiency.
- Assist a diverse group of customers in locating and obtaining supportive services.
- Process changes based on employment status or other changes.

- Investigate problems; reconcile solutions, verification of documents and recourses.
- Perform customer service duties for customers via telephone or in person.
- Collection on court ordered support payments.
- Utilized and maintained reporting systems.
- Perform case audits on accounts for accuracy and reconcile balances.
- Work closely with other departments including Domestic Relations and Juvenile Court.
- Working confidential cases and ensuring accuracy.
- Managed projects of various sizes involving multiple departments.
- Demonstrated leadership-development and interpersonal relationship skills by acting as a mentor in the New-hire Mentor Program.
- Worked as a labor union steward.

**National City Mortgage Miamisburg, Ohio**

**Apr 2001 – Feb 2005**

**Team Leader/ Collections Specialist**

- Coached, trained, motivated, and monitored calls for a team of 14.
- Prepared monthly performance reviews and daily statistics.
- Prepared detailed monthly reports, department newsletters and timesheets.
- Managed escalated calls and solved issues in a timely and effective manner.
- Monitored call volume to ensure that abandonment and delinquency rates were managed.
- Demonstrated excellent communication skills which included database construction and management.
- Created and maintained databases for data analysis and team performance evaluations.
- Reduced abandonment rate from 7% to fewer than 3%.
- Organized, meetings, workshops and focus groups which includes drafting agendas, preparing minutes and coordinating follow-up actions.
- Monitored department budget.
- Recommended initiatives and policies/strategies for implementation.

**Collections Specialist**

- Collection on mortgage loan payments
- Daily interaction with mortgage loan borrowers via telephone.
- Customer Service duties which included mortgage loan counseling.
- Reviewed Loss Mitigation options with borrowers.
- Made outbound and received inbound calls on mortgage loans.
- Set-up arrangements to bring loans current and help assist borrowers to avoid foreclosure.
- Reviewed customer budget for possible workout solutions.
- Managed new and service release loans to ensure proper servicing.

**RESUME**  
**LISA RUCKER, LSW**  
(937) 266-1023 (Cell) E-MAIL: [trackster440@yahoo.com](mailto:trackster440@yahoo.com)

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**SUMMARY OF QUALIFICATIONS**

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- State of Ohio, Social Work Licensure with Bachelor's degree in Sociology emphasis in Social Work
- Combination of 20 plus years of progressively responsible experience directing case management, interfacing with community organizations and social service agencies
- Broad-based experience in program management, including budgets, resource leadership, and development of inclusion initiatives
- Managed external relationships with foundation, civic, political, and corporate leaders
- Participated in state and federal reviews to develop/revise guidelines required to maintain national certifications
- Engaged in assessment, interviewing and investigative activities pertaining to agency compliance within state and federal program guidelines.
- Consumer advocate with significant experience serving diverse populations, both youth and adults
- Seasoned Professional with extensive experience in human services delivery systems in coordinating community outreach programs.
- National Hospice & Palliative Care Organization, *Presenter*, Cultural Competency, Oxon Hill, Maryland
- National Institute for Jewish Hospice, *Certified Trainer*, New Jersey
- Area Agency on Aging- Healthy U, *Certified Regional Trainer*, Stanford University

**PROFESSIONAL EXPERIENCE**

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**Early Intervention Service Coordinator**

*Help Me Grow Brighter Futures, Dayton, Ohio*

April 2015-Present

- Coordinate early intervention services for children birth to 3 years old with risk of developmental delays. Collaborates with families and agencies in developing, implementing and monitoring the Individualized family plan. Complete updates to plan and database per state and federal guidelines.
- Assist parents with identifying and accessing available early intervention providers; includes making referrals. Explore funding for services needed, work collaboratively with medical and health providers.
  - Coordinate evaluations and assessments, facilitate family service plans and monitor service delivery. Inform families of their rights and procedural safeguards and advocacy services.
  - Facilitate a smooth transition process for families when they leave early intervention.



**Care Manager**  
*Council on Aging of Southwestern Ohio, Cincinnati, Ohio*

**March 2014-April 2015**

Provided assessment and care management services for the Ohio Home Care Waiver Program. Developed and monitored a comprehensive plan of care for each individual in accordance with Medicaid eligibility ensuring compliance with Ohio Department of Medicaid guidelines.

- Maintained a caseload which includes home visits and on-going engagement in problem solving of service delivery issues with providers and provider contractors on behalf of the individual/caregiver.
- Educated individuals on all areas related to program participation including rights and responsibilities and appeal rights. Work with culturally diverse populations and language translation services to promote individual program understanding as needed.
- Ensured services are billed as appropriate to Medicare, Medicaid, third party insurance and other approved funding sources.

**Inclusion & Access Coordinator**  
*Hospice of Dayton, Dayton, Ohio*

**Aug 2007- Sep-2013**

Developed and implemented community education to enhance access and inclusion efforts for underserved populations within the Hospice of Dayton service area. Responsible for diversity initiatives, to enhance cultural awareness and competence of Hospice of Dayton staff and volunteers.

- Coordinated community outreach programs. Including public speaking events, health fairs, media and newspaper updates.
- Monitored customer satisfaction surveys, and compiled statistical reports on cultural diversity.
- Maintained key relationships with community advocates/organizations, served as a liaison for various community boards. Responsible for scheduling on-site community meetings and tours as well as family celebration events.
- Completed cultural resource guides, power point presentations, and monthly cultural awareness facts. Provided training during orientation and trained 450 staff for a national certification program.

**Family Development Specialist**  
*Specialized Alternatives for Families & Youth in Ohio (SAFY)*

**Dec 2006 – Aug 2007**

Completed home studies and licensed prospective foster parents according to ODJFS and SAFY requirements.

- Organized, scheduled and conducted the foster parent pre-service training sessions.
- Completed home assessments, conducted interviews and analyzed documentation to ensure potential families and homes met required standards. Evaluated required documentation for recertification of current foster homes.

**Director, Case Management Services**  
*Graceworks Lutheran Services, Dayton, Ohio*

**Mar 2005 – Oct 2006**

- Provided oversight and supervision of Community Care programs related to the function of case management. Developed strategies to enhance community awareness and diversification of funding.
- Monitored accreditations and organizational quality assurance initiatives. Achieved targeted benchmarks.
  - Monitored operations of five programs and provide direct supervision of three program managers.
  - Developed and monitored budgets for case management programs.

**Early Intervention Specialist**  
*Mont. Co. Board of DD Services*

**Dec 2001- Mar 2005**

*Parent and Child Enrichment Program (PACE) Program, Dayton, Ohio*

- Provided classroom and in-home training to parents of children with developmental delays.
- Assessed developmental levels of children in the areas of cognitive and socio-emotional growth and gathered evaluative data.
  - Provided training to parents and children in both individual and small group settings.
  - Participated in Federal Audit/File Reviews-In compliance.

**Area Manager**

*Miami Valley Child Development Centers, Inc. Dayton, Ohio*

**Mar 1989 – Dec 2001**

- Provided supervision of program sites in the areas of education, social services, health and nutrition.
- Managed day to day operations of 7 child development sites to ensure compliance of agency performance standards, federal guidelines, and safety regulations. Supervised 40 staff.
  - Developed and implemented recruitment strategies for Montgomery County.
  - Coordinated annual community services fair, monthly parent meetings and served as an advocate for parents.
  - Participated in local and Federal Performance Reviews- In compliance for Case Management.

**Leadership Development**

*Dayton Urban League, Dayton, Ohio*  
**Leadership Development Program**

**Education**

*Miami University, Oxford Ohio*  
**Bachelor of Arts, Sociology emphasis in Social Work**

**Lisa Rucker**

**Page Four**

**Certification & Licensure**

National Institute for Jewish Hospice, *Certified Trainer*, New Jersey

Area Agency on Aging- Healthy U, *Certified Regional Trainer*, Stanford University

State of Ohio, Social Work Licensure - S.0006536

**Civic Engagement**

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*Chair*, Help Me Grow Brighter Futures Diversity Committee

*Volunteer*, National Diversity Council- Columbus Leadership Conference

*Volunteer Chair*, African American Wellness Walk Planning Committee

*Co-Chair*, United Way Campaign, Miami Valley Child Development Centers, Inc.

*Co-Chair*, TCBC-Danetta Graves Service Award Committee

*Certified Track Official*, Ohio High School Athletic Association

*Co-Leader*, Phillips Temple CME Church-Usher Ministry



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/31/2024	202403004072	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

CITY DAY COMMUNITY SCHOOL  
320 SOUTH MAIN ST  
DAYTON, OH 45402

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose  
1009896**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**CITY DAY COMMUNITY SCHOOL**

and, that said business records show the filing and recording of:

Document(s)

**NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE**

Effective Date: 01/30/2024

Document No(s):

**202403004072**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
31st day of January, A.D. 2024.

**Ohio Secretary of State**

Form 521 Prescribed by:

**OFFICE OF THE**  
Ohio Secretary of State



Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910

[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov) | [Busser@OhioSecretaryofState.gov](mailto:Busser@OhioSecretaryofState.gov)

File online or for more information: [www.OHBusinessCentral.com](http://www.OHBusinessCentral.com)

Date Electronically Filed: 5/3/2019

**Statutory Agent Update**  
**Filing Fee: \$25**  
**Form Must Be Typed**

**(CHECK ONLY ONE(1) BOX)**

**(1) Subsequent Appointment of Agent**

- Corp (165-AGS)
- LP (165-AGS)
- LLC (171-LSA)
- Business Trust (171-LSA)
- Real Estate Investment Trust (171-LSA)

**(2) Change of Address of an Agent**

- Corp (145-AGA)
- LP (145-AGA)
- LLC (144-LAD)
- Business Trust (144-LAD)
- Real Estate Investment Trust (144-LAD)

**(3) Resignation of Agent**

- Corp (155-AGR)
- LP (155-AGR)
- LLC (153-LAG)
- Partnership (153-LAG)
- Business Trust (153-LAG)
- Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

**Complete the information in this section if box (1) is checked**

Name and Address of New Agent

Name of Agent

Mailing Address

City

State

ZIP Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

**ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT**

The Undersigned,  , named herein as the  
Name of Agent

statutory agent for  , hereby acknowledges  
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:   
Individual Agent's Signature/Signature on behalf of Business Serving as Agent

Complete the information in this section if box (2) is checked

New Address of Agent   
Mailing Address

City State ZIP Code

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

City State Zip Code

**City Day Community School- School  
Information**

**EIN: 31-1609661**

**STATE: 52489708**

**IRN:134247**



Bob Taft, Secretary of State  
 30 East Broad Street, 14th Floor  
 Columbus, Ohio 43266-0418

MEM

Date	6-18-98
Fee	\$ 25.00

**ARTICLES OF INCORPORATION**  
 (Under Chapter 1702 of the Ohio Revised Code)  
 Non-Profit Corporation

The undersigned, desiring to form a corporation, not for profit, under Sections 1702.01 et seq. of the Ohio Revised Code, do hereby state the following:

**FIRST** The name of said corporation shall be City Day Community School

**SECOND.** The place in Ohio where its principal office is to be located is 5555 Shank Road  
Dayton Ohio 45418, Montgomery County, Ohio.  
 (city, village or township)

**THIRD.** The purpose(s) for which this corporation is formed is:  
 (Please give a brief, but specific, statement of the purpose(s) for which the corporation is being formed.)

City Day Community School's purpose will be to be a model charter school which will serve children K-5 its first three years and by its fifth year K-8. The school will serve urban children, our instruction will be guaranteed and done by a staff with combined experience of 300 + years. The school will also be an innovative teacher enrichment training center. By three years our purpose is to be nationally known as the hallmark enrichment training center for urban teachers and those wishing for urban certification. Said Corporation is organized exclusively for educational purposes, including, for such purposes, the making of distributions to organizations that qualify or exempt organizations under section 501 (c) (3) of the Internal Revenue Code.

Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively in such manner, or to such organization or organizations organized or operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501 (c) (3) of the Internal Revenue Code of 1954, as the Board of Trustees shall determine. Any such asset not so disposed of shall be disposed of by the court of common pleas of the county in which the Principal office is then located, exclusively for such purposes or to such organizations, as said court shall determine, which are organized and operated exclusively for such purposes.



FOURTH. The following persons, not less than three, shall serve said corporation as trustees until the first annual meeting or other meeting called to elect trustees.

(Please print or type the names of the trustees. Trustees need not sign)

<u>Jane F. Dixon</u> (trustee)	<u>5555 Shank Road</u> (street address)
<u>Dayton</u> (city)	<u>Ohio</u> <u>45418</u> (state) (zip code)
<u>M. Rosada Goff</u> (trustee)	<u>5245 Germanton Pike</u> (street address)
<u>Dayton</u> (city)	<u>Ohio</u> <u>45418</u> (state) (zip code)
<u>Judith A. Johnson</u> (trustee)	<u>1549 Cory Dr.</u> (street address)
<u>Dayton</u> (city)	<u>Ohio</u> <u>45406</u> (state) (zip code)
<u>Francine Bankston-Cummings</u> (trustee)	<u>3301 Philadelphia Ave., Suite D</u> (street address)
<u>Dayton</u> (city)	<u>Ohio</u> <u>45405</u> (state) (zip code)

NOTE: P.O. Box addresses are not acceptable for the cities with populations over 2,000.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 17th day of

May 1998

By: Jane F. Dixon M. Rosada Goff Incorporator  
Jane F. Dixon M. Rosada Goff

By: Judith A. Johnson Incorporator  
Judith A. Johnson

By: Francine Bankston-Cummings Incorporator  
Francine Bankston-Cummings

Print or type Incorporators' names below their signatures.

### INSTRUCTIONS

1. The fee for filing Articles of Incorporation for a non-profit corporation is \$25.00.
2. Articles will be returned unless accompanied by an Original Appointment of Statutory Agent. Please see Section 1702.06 of the Ohio Revised Code.

**BY-LAWS  
Of  
CITY DAY COMMUNITY SCHOOL**

**I. BOARD OF GOVERNORS (here-in-after “BOARD” or “BOARD MEMBERS”)**

**A. Powers**

The Board shall conduct the direct affairs of City Day Community School (School) and exercise its powers, subject to the limitations of these Bylaws. The Board may delegate the management of the activities of the School to others, so long as the affairs of the School are managed, and its powers are exercised, under the Board’s ultimate jurisdiction.

Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

- To elect and remove Board Members.
- To select and remove officers, agents and employees of the Board and/or the School; to prescribe powers and duties for them; and to fix their compensation.
- To conduct, manage and control the affairs and activities of the School, and to make rules and regulations.
- To enter into contracts, leases and other agreements which are, in the Board’s judgment, necessary or desirable in obtaining the purposes of promoting the interests of the School.
- To provide oversight of the acquisition of real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold improve, lease, sublease, mortgage, transfer in ~ encumber, conveyor otherwise dispose of such property.
- To incur debt.

**B. Number of Board Members**

The number of Board Members serving the Board shall be not less than 3(representing a quorum) and not more than 5. The Board shall fix the exact number of Board Members, within these limits, by Board resolution or amendment of the Bylaws. As of the date on which these Bylaws are adopted, the exact number of Trustees is fixes at 5.

**C. Election of Board Members**

1. Election. The Board shall elect Board Members by the vote of a majority of Board Members currently in office, whether or not the number of Board Members in office is sufficient to constitute a quorum.
2. Eligibility. The Board may elect any person who in its discretion it believes will serve the interests of the Board and School fruitfully and effectively.

### 3. Term of Office.

- a. The term of office of all members of the initial Board of Trustees shall be one year.
- b. At the end of the first year, the Board, at its discretion, shall provide for staggered terms of its Board Members, by designating approximately one-third of the membership to one-, two- or three-year terms. Following the expiration of those designated terms, the term of each Board Member shall continue for three years
- c. No Board Member, other than a Board Member serving as the President (Chair) or Vice President may serve for more than seven (7) consecutive years.
- d. The term of office of Board Member's elected to fill a vacancy in these Bylaws begins on the date of the Board Member's election, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of Board Member, or (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Board Members authorized.
- e. A Board Member's of office shall not be shortened by any reduction in the number of Board Members resulting from amendment of the Bylaws or other Board action.
- f. A Board Member's term of office shall not be extended beyond that for which the Board Member was elected by amendment of the Bylaws or other Board action.

### 4. Time of Elections.

- a. The Board shall elect Trustees whose terms begin on July 1 of a given year at the Annual Meeting for that year (if one is held), or at a Regular Meeting designated for that purpose, or a Special Meeting called for that purpose.

### **D. Removal of Board Members**

The Board may remove a Board Member without cause as provided by the Bylaws. The Board may remove any Trustee who:

- Has failed to attend two or more of the Board's Regular Meetings in any calendar year;
- Has been declared of unsound mind by a final order of court;
- Has been convicted of a felony;
- Has been found by a final order or judgment of any court to have breached any duty imposed by the Bylaws; or
- For such other good causes as the Board may determine.

### **E. Resignation by a Board Member**

A Board Member may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. A Board Member may not resign if the Board Member's resignation would leave the Board without a duly elected Board Member in charge of its affairs, without first giving notice to City Day Community Schools sponsor organization-ERCO.

#### **F. Vacancies**

A vacancy is deemed to occur on the effective date of the resignation of a Board Member; upon the removal of a Board Member; upon declaration of vacancy pursuant to these Bylaws; or upon a Board Member's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of members.

#### **G. Compensation of Board Member's**

Board Members shall serve with the knowledge that each member will be compensated, via stipend on a quarterly basis, for attendance and participation of meetings (Regular, Special or Training sessions). The amount of stipend compensation shall be established by majority vote of the Board, and will remain in effect for the School year. Changes in the amount of stipend compensation for all members can only be adjusted by majority vote by the Board.

### **II. MEETING OF THE BOARD**

#### **A. Place of Meetings**

Board Meetings shall be held at the City Day Community School's Superintendent's or Principal's office or at any other reasonably convenient location as the Board shall designate.

#### **B. Annual Meetings**

At the discretion of the Board, an Annual Meeting shall be held the month preceding the start of the new school year, for the purpose of electing Board Members, making and receiving reports on School finances, and/or transacting other business as comes before the meeting. Majority vote of the Board, as established in these Bylaws, will determine if an Annual meeting is required.

#### **C. Regular Meetings**

Regular Meetings will be normally held the 2<sup>nd</sup> Wednesday of each month, or other times as the Board determines.

#### **D. Special Meetings**

A Special Meeting shall be held at any time called by the Chair or by any of the five Trustees.

#### **E. Adjournment**

A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Board Members if the time and place be fixed at the adjourned meeting, except if the meeting is adjourned for longer than 24 hours, in which case notice of the adjournment shall be given as specified in these Bylaws.

#### **F. Notices**

Notices of Board Meetings shall be given as follows:

- Annual Meetings and Regular Meetings may be held without notice if the Bylaws or the Board fix the time and place of such meetings.
- Special Meetings shall be held upon four days' notice by first-class mail or 24 hours notice delivered personally or by telephone, facsimile or e-mail. Notices will be deemed given when: deposited in the United State mail, addressed to the recipient at the address shown for the recipient in the School's records; personally delivered in writing to the recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Board Member or to a person whom it is reasonably believed will communicate it promptly to the Board Member.

#### **G. Waiver of Notice**

Notice of a meeting need not be given to a Board Member who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement, of the lack of notice. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting.

### **III. ACTION BY THE BOARD**

#### **A. Quorum**

A quorum consists of a majority (3) by the Board Members.

#### **B. Action by the Board**

*Actions Taken at Board Meetings.* The actions done and decisions made by a majority of the Board Members present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for the purposes of: electing Board Members; appointing committees and delegating authority thereto; or amending these Bylaws, where the action of a majority of Board Members then in office is required as set out in these Bylaws.

The Board may continue to transact business at a meeting at which a quorum was originally present, even though Board Members withdraw, provided that any action taken is approved by at least a majority of the quorum required.

*Actions Without a Meeting.* The Board may take any required or permitted action without a meeting if all the Board Members individually or collectively consent in writing to the taking of that action.

Such consent shall have the same effect a unanimous vote of the Board, and shall be filed with the minutes of the of the Board proceedings.

*Board Meeting by Conference Telephone.* Board Members may participate in a Board meeting through use of conference telephone or similar communication equipment, so long as all Board Members participating in such meeting can hear one another. Participation in a meeting pursuant to this section constitutes presence in person at such meeting.

### **C. Committees**

*Appointment of Committees.* The Board may appoint one or more Board Committees by vote of the majority of Board Members. A Board Standing Committee will consist of not less than two Board Members, who shall serve at the pleasure of the Board.

*Authority of Board Committees.* The Board may delegate to a Board committee any of the authority of the Board, except with respect to:

- a. The election of Board Members.
- b. Filling vacancies on the Board or any committee which has the authority of the Board.
- c. The fixing of Board Member compensation for serving on the Board or on any committee.
- d. The amendment or repeal of any Board resolution.
- e. The amendment or repeal of Bylaws or the adoption of new Bylaws.
- f. The appointment of other committees of the Board, or the members of the committees.
- g. The expenditure of School funds.

*Procedures of Committees.* Each Board Member shall perform all duties of a Board Member, including duties on any Board Committee, in good faith, in a manner the Board Member believes to be in the Board's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

*Reliance on Others.* In performing the duties of a Board Member, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:

- a. One or more officers or employees of the School whom the Board Member believes to be reliable and competent in the matters presented;
- b. Legal counsel, independent accountants or other persons as to matters that the Board Member believes are within that person's professional or expert competence; or
- c. A Board Committee, on which the Trustee does not serve, as to matters within its designated authority, provided the Board Member believes the Committee merits confidence and the Board Member acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

### **E. Rights of Inspection**

Every Board Member has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the School, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law.

### **F. Participation in Discussions and Voting**

Every Board Member has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except as noted below:

Executive Session of the Board; or (d) any other matter at the discretion of a majority of the Board Members then present.

Any Trustee shall be excused from the discussion and vote on any matter involving: (a) a self-dealing transaction; (b) a conflict of interest, (c) indemnification of that Board Member; or (d) any other matter at the discretion of a majority of the Board members then present.

### **G. Duty to Maintain Board Confidences**

Every Board Member has a duty to maintain the confidentiality of all Board actions, including discussions and votes. Any Board Member violating this confidence may be removed from the Board. Moreover, City Day Community School faculty, or staff members may be disciplined, including immediate dismissal, if Board information is disclosed without the Chair's prior approval.

## **IV. OFFICERS AND ELECTIONS**

### **A. Officers**

The officers of the Board consist of a President (hereinafter "Chair"), Vice President (hereinafter "Vice Chair"), a Secretary and a Chief Financial Officer (hereinafter "Treasurer"). The corporation also may have such other officers as the Board deems advisable.

*Chair.* Subject to Board control, the Chair has general supervision, direction and control of the affairs of the Board, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings.

*Vice Chair.* If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers and perform such other duties as the Board may prescribe.

*Secretary.* The Secretary shall: (a) keep or cause to be kept, at the School Superintendent's office, or such other place as the Board may direct a book of minutes of all meetings of the Board and Board

Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings; (b) keep or cause to be kept a copy of the Board's Bylaws, with amendments; (c) give or cause to be given notice of the board and Committee meetings as required by the Bylaws; and (d) have such other powers and perform such other duties as the Board may prescribe. At the Board's discretion, and with the approval of the School Superintendent, the Board may choose to utilize the School's Secretary to execute the clerical duties of the Board Secretary. If the School Secretary is utilized for this purpose she/he will not act in the role of a Board Officer.

*Treasurer.* The Treasurer shall: (a) keep or cause to be kept adequate and correct accounts of the School's properties, receipts and disbursements; (b) make the books of account available at all times for inspection by any Board Member; (c) deposit or cause to be deposited the School's monies and other valuables in the School's name and to its credit, with the depositories the Board designated; (d) disburse or cause to be disbursed the School's funds as the Board directs; (e) render to the Chair and the Board, as requested but no less frequently condition; (f) prepare any reports on financial issues required by an agreement on state or agency funding; and (g) have such other powers and perform such other duties as the Board may prescribe.

#### **B. Elections, Eligibility and Term of Office**

*Election.* The Board shall elect the officers annually' at the Annual Meeting, or a Regular Meeting designated for the purpose or at a Special Meeting called for that purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.

*Eligibility.* A Board Member may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair.

*Term of Office.* Each officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

#### **C. Removal and Resignation**

The Board may remove any member, either with or without cause, at any time. Such removal shall not prejudice the member's rights, if any, identified in these Bylaws. Any Board Member may resign at any time by giving written notice to the Board, the resignation taking effect on receipt of the notice or at a later date of specified in the notice.

#### **V. NON LIABILITY OF TRUSTEES**

The Trustees shall not be personally liable for the Schools debts, liabilities or other obligations.

#### **VI. SELF-DEALING TRANSACTIONS**

The Board shall not engage in any self-dealing transaction, except as approved by the Board. "Self-dealing transaction" means a transaction to which the Board is a party in which one or more of the Board Member has a material financial interest ("interested Board Member(s)").



## **VII. OTHER PROVISIONS**

### **A. Fiscal Year**

The fiscal year of City Day Communication School begins on July 1<sup>st</sup> of each year and ends on June 30<sup>th</sup> of the following year.

### **B. Execution of Instruments**

Except as otherwise provided in the Bylaws, the Board may adopt a resolution authorizing any officer or agent of City Day Community School to enter into any contract or execute and deliver any instrument in the name of on behalf of the School. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power to bind City Day Community School by any contract or engagement, to pledge the School's credit, or to render it liable monetarily for any purpose or any amount.

### **C. Checks and Notes**

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, order for the payment of money, and other evidence of indebtedness of City Day Community School must be signed by; the Treasurer, Superintendent/Principal, and in absence of either of the aforementioned, a member of the finance committee.

### **D. Construction and Definitions**

Words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes either a Board or School individual. The captions and headlines in these Bylaws are for the conveniences of reference only are not intended to limit or define the scope or effect of any provisions.

### **E. Conflict of Interest**

Any Board Member, officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the School's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during in the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest "policies requiring".

# CITY DAY COMMUNITY SCHOOL GOVERNING BOARD PLAN

## PERSONNEL

### Hiring Procedures

Job vacancies will be advertised via newspaper, radio, word of mouth, etc. A posting will also be placed in the school's Main Office. Applicant will be able to respond to advertisement via call-in or walk-in. Applicant can come to main office to receive application packet (in some instances, the packet will be mailed) which includes an employment application, and forms for:

- o National Background Check
- o Request for Employment Information
- o STRS New Hire Notification
- o CDCS Direct Deposit, Confirmation to Comply With All State Laws
- o Industrial Commission of Ohio
- o School District of Residence
- o Contract/Pay Information
- o All other forms which may be specifically pertinent to job

In all cases for employment consideration an application for employment must be completed before candidate can be interviewed. The other documents must be forwarded to the Human Resources Department at a later date, if applicable. Applicant's returned application and credentials are screened to assure that it possesses the required qualifications. Applicant are then scheduled for initial interview. If initial interview is satisfactory, applicant is interviewed by Principal. If second interview is satisfactory, applicant is sent to Human Resources Department to discuss contract and complete necessary paperwork. Upon negotiation and signing of contract, along with completion of paperwork, applicant is then hired and will begin employment at the scheduled time.

### Equal Employment Opportunity

It is the policy of the Board to provide equal employment opportunity to all applications for employment and to administer all personnel practices such as recruiting, hiring, promotions, and other terms, conditions, and privileges of employment in a manner which does not discriminate on the basis of race, color, religion, gender, sexual orientation, national origin, age, physical or mental disability, or status as a disabled veteran or veteran of the Vietnam era.

### Professional Employees – Definitions

For the purposes of these policies the term "professional employee" shall include all employees required by law or by the rules of the Board to have a teacher's certificate as defined in Section 3319.22, Ohio Revised Code. The term "teacher" shall include all professional employees in the school who are not clearly included in any of the other classes of professional employees designated in the salary schedule for professional employees.

### Residency of Employees

CDCS welcomes the diversity of its employees; thus where they choose to reside is personal.

### Selection of Principals

The Board recognizes the importance of the principal in the quality of education delivered at a

school. To hold the Administrative Team responsible for the results delivered by the system, Administrative Team must have the final decision in selecting people to fill these critically important positions, subject to Board approval required by state law. However, the unique relationship of principals with staff, parents, and community makes it important that principals, especially those newly appointed, have the support of these groups, which is more likely if these groups have been involved in the selection process.

#### Appointments by the Human Resources (HR) Department

The HR Department shall be given the authority by the Board to handle all personnel concerns. The HR Department, in consultation with the School Administrator or Administrative Team, shall make all appointments of staff members. Conditions of employment shall be governed by pertinent provisions of these policies, by all pertinent law, and by civil service regulations. Appointments of heads of administrative departments and branches and all other members of the professional staff shall be subject to confirmation by the Board.

#### Regular and Temporary Professional Appointments - Defined

A regular appointment to a position of a professional staff shall be an appointment that is expected to be renewed or continued indefinitely, and is subject to termination for cause and such appointments shall be used in all cases except where other conditions clearly indicate that some other type of appointment will better serve the needs of the school.

#### Eligibility for Teacher Appointments

- o Teacher must have a certificate
- o Teachers must have BCL
- o Teachers must be committed to working the number of contracted days
- o Teachers must understand and consistently support the goals, mission and philosophy of CDCS
- o Teachers must follow the school policy and procedures.
- o Teachers must understand the charter school and accomplish maximum potential from each student.
- o Teacher contracts end each year.
- o Teacher must have a new contract

#### Qualifications for Appointment as a Contract Teacher

No person shall be appointed or receive a contract as a teacher with a regular certificate or license who does not meet the qualifications set forth therein, unless no fully qualified applicant is available, or unless some modification of the requirements is advisable because of the particular needs of a subject. In case an exception is made, the fact of and the reasons for the exception shall be made known to the Board by the School Administrator before the appointment is confirmed.

- To be eligible for appointment as a teacher, an applicant shall satisfy the following requirements:
- o Bachelor's Degree - Have been graduated from a four-year program in an accredited institution of higher education and have completed all requirements for certification or licensure, or met other standards as set by the Administrative Team. Hiring preference is given to applicants with advanced degrees in the subjects they plan to teach.
  - o Satisfactory Professional Preparation - evidence of a clinical, professional references, and a portfolio.
  - o Interview - Fulfill reasonable minimum standards in a interview.
  - o Criminal Record Check - Provide all criminal background information as required by law

### Qualifications for Administrative or Supervisory Position

In order to be eligible for appointment to any administrative or supervisory position on the professional staff, a person shall have completed the basic requirements stipulated in the administrative and supervisory selection procedures or shall have completed the educational preparation and experience appropriate subject and level shall be required in case of appointment to any position involving supervision of teaching.

### Interim Appointments

The HR Department, after consultation with appropriate persons, shall select and assign replacements for any professional staff member on an interim basis when vacancies occur.

### Certification

All professional employees shall possess a valid certificate in the area for which they are to be employed. Such a certificate shall be filed with the HR Department unless approved by the Administrative Team.

### Psychological Medical Examination

A psychological medical examination may be required of all applicants before appointment is made to any position at CDCS. Such an examination shall be conducted by a physician designated by the Board at no cost to the applicant. A psychological medical examination may be required at any time in conjunction with an employee's job performance. In such cases the examination shall be conducted by a physician designated by the Board at no cost to the employee.

### Pre-Employment Background Checks

CDCS shall employ only applicants who are suitable to work in an educational environment. Thus, the administration shall conduct a pre-employment and background check. The background checks shall be used as a factor in determining the applicant's appropriateness for the position to which he/she has applied. If the background check is questionable, employment will be first authorized by the school attorney.

### Assignment and Transfer of Employees

Subject to the requirements of principal selection, each employee of the School shall be assigned to a specific position by, or under the direction of, the HR Department and/or School Administrator and may be transferred to any other position for which qualified. Subject to the requirements of principal selection, transfers may be made at the initiative of the HR Department or other administrative officer or at the request of the employee, and for any purpose which, in the judgment of the HR Department, is for the welfare of the employee or the school.

### Promotion

The Human Resources department and the School Administrator shall provide for the promotion of employees by establishing procedures for identification, careful appraisal of performance and for the development of leadership potential. In the implementation of this policy, the procedures for promotion for administrative and supervisory personnel shall be designed to provide an eligibility list of qualified candidates from which appointments to principal and other entry level leadership positions shall be made.

### Demotion

An employee whose services are unsatisfactory may be demoted to a position in which it can

reasonably be expected that he will be successful. The demotion of any employee is subject to confirmation by the School Administrator or Administrative Team.

#### Complaints From or Against Employees

All matters having to do with the management of the personnel of the school system shall first be taken up with the proper administrative officials in accordance with grievance procedures and due process established and disseminated by the HR department. The resolution of complaints shall include due process with the right to appeal to the school Administrative Team/School Administrator. In either case, if the employee or the complainant is not satisfied with the decision, he/she must follow the due process.

#### Release of Personnel Information

CDCS respects its entire staff and will work hard to protect the privacy of personnel information. The Administrative Team is authorized to issue guidelines setting forth procedures regarding the confidentiality of such records as well as to make provision for the availability of any document of public record

#### Sexual Harassment

City Day's policy against sexual harassment is applicable to harassment on all bases protected by law, such as age, race, color, religion, national origin, sexual orientation, disability or veteran status.

City Day prohibits sexual harassment of its employees and students. It is a violation of this district policy and of federal and state law for any employee of CDCS to sexually harass another employee or student through such conduct or to condone such conduct by any employee or student. Please note Administrative Team procedure in the Employee Handbook.

No supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee with regard to such employment conditions as hiring, termination, promotion, wages or a significant change in benefits, or that an employee's acceptance of sexual advances will positively affect an employee with respect to such employment conditions. This policy confirms that submission to unwanted advances will never constitute an actual condition of employment. Any representation to the contrary is not to be relied upon. Immediate reporting of such unwanted advances is mandatory.

Unwelcome sexually connotative speech or conduct in the workplace or course of employment that could be construed as harassing, whether committed by supervisors or non-supervisory personnel, is also prohibited. It is important to remember that any unwelcome verbal or physical conduct of a sexual nature may be viewed as sexual harassment if such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. This may include such things as: verbal abuse of a sexual nature, commenting about an individual's body in a sexually offensive manner, sexually degrading words used to describe an individual, sexually suggestive anecdotes, jokes or remarks or the displaying of sexually suggestive objects or pictures. It is important to remember that inappropriate or unprofessional remarks or conduct may be reason for intervention and discipline whether or not they are actually harassing.

No school employee shall cause a student to believe that he/she must submit to unwelcome sexual conduct in order to participate in a school program or activity, or that the employee will make any educational decision based on whether or not the student submits to unwelcome sexual conduct.

All employees are also prohibited from using any sexually connotative speech or conduct that could be construed as sexual harassment of a student. Any verbal or physical conduct of a sexual nature including, but not limited to, the examples above, may be viewed as sexual harassment if such conduct has the purpose or effect of unreasonably interfering with a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening or abusive educational environment. Any inappropriate or unprofessional remarks or conduct may be reason for intervention and discipline whether or not they are actually harassing.

The above-mentioned conduct is also prohibited among students, and an employee's failure to respond to possible sexual harassment among students is subject to the same intervention and discipline.

Sexual harassment by any employee or student is prohibited, regardless of the gender of the harasser or victim. It is everyone's responsibility to maintain a discrimination and harassment-free work and educational atmosphere. This includes freedom from harassment not only by employees and students, but also by other persons whom CDCS employees and students encounter in the course of their employment and education, provided that CDCS is made aware of such harassment.

Employees who have a complaint or concern about possible sexual harassment of any employee or student in connection with incidents they have experienced or of which they are aware are required to report such complaint or concern immediately to the CDCS Human Resources department and/or School Administrator. Although an employee may choose to discuss the complaint or concern with his/her supervisor, a report to a supervisor or peer does not fulfill this reporting requirement. Supervisors should not conduct investigations. The HR Department is prepared to receive complaints about behavior that is perceived as unprofessional or inappropriate regardless of whether the behavior constitutes unlawful harassment.

#### Supervision of Employees

The Administrative Team shall provide for frequent and competent supervision of each employee, and such supervision shall be designed to instruct the employee in the duties and responsibilities of his/her job, to improve the employee's adjustment to and competence in the position, and otherwise to promote the welfare of the employee and the school system.

#### Outside Employment, Private Business

No professional staff member during the school year shall engage in outside employment, or some other pursuit, to such a degree that it would significantly interfere with their usefulness or efficiency as a staff member.

Solicitation and distribution or acceptance of literature by employees of our company is prohibited while any employee involved is required to be engaged in the performance of his/her job duties.

Employees who are not scheduled to work may not interfere with the work of employees working their scheduled hours for any reason.

#### Employee Committees or Councils

The Board approves the creation by the Administrative Team committees they deems appropriate for the operation and continued academic success of the students.

### Conflict of Interest

A possible conflict of interest exists when any of the following occurs:

- No professional staff member during the school year shall engage in outside employment, or some other pursuit, to such a degree that it would significantly interfere with his usefulness or efficiency as a staff member.
- The making or publishing of false, vicious or malicious statements concerning any employee, supervisor, City Day or its merchandise or service.
- Conversion to your own use of school property, school funds belonging to or assigned to employee's club/activities.
- Flagrant poor performance indicating an irresponsible lack of knowledge or decision making process resulting in a measurable loss to City Day whether it is monetary, or in employee's relations issues.

If an employee perceives a possible conflict of interest, it should be discussed with the employee's immediate supervisor, who will be responsible for bringing questionable situations to the attention of the School Administrator or member of Administrative Team through appropriate channels.

A question of possible conflict of interest must be regarded as a matter of major importance. The disclosure of such a conflict and the determination of whether it is material are necessary for the protection of both the employee and the school.

The Ohio Revised Code explicitly prohibits conflict of interest situations for all board members, employees, and agents of the state and its political subdivisions, as it applies to charter schools.

### Duties and Hours of Personnel

The Administrative Team of the school shall assign and make known, through administrative manuals or otherwise, the duties of the different classes of employees.

Each day school teacher shall be in his classroom at least 15 minutes before classes start in the morning, and shall remain in the building after the close of school until the duties of the day have been completed. In case of any teacher's meeting, committee meeting, or other assigned school duty, the teacher or other professional employee shall be expected to give precedence to said meeting or other duty up to an hour.

The hours of employment of other employees shall be determined by the School Administrator or Administrative Team, subject to approval by the Board, of the total number of hours per week.

### Records and Reports

Employees shall keep such records and make such reports as are required by these policies, or as the School Administrator may deem necessary for the effective administration of the schools.

Each employee shall, upon request, furnish accurate information regarding his address, age, education, experience, and such other items as the Administrative Team may deem necessary for the effective administration of the school.

### Duties and Pay Status Emergencies

When a school day is shortened or cancelled for students to emergency or hazardous conditions,

the Administrative Team is authorized to excuse certain classifications of employees from work and to require other classification of employees to report for work as usual. The Administrative Team is authorized to require certain classifications of employees to work make-up days as may be prescribed in the adopted school calendar. Such make-up days shall be regular working days for which pay shall be allowed in lieu of the days when schools are closed for which pay is not authorized.

Any employee who is excused by the School Administrator and/or Administrative Team under the authority of this policy who has accrued earnings on his next preceding and his next following scheduled work day shall receive pay for the time excused, providing that such time is not be made up. Employees scheduled to report for duty, as authorized by the Administrative Team, who are absent for illness, personal leave, or annual leave, shall be charged for such leave in accordance with their normal work schedule.

Any persons classified as substitute teachers shall not be paid during any period of school closing, except those on assignment to schools as building substitutes and those on extended assignment receiving the premium on or before the day of school closing, provided that such period of closing is not to be made up.

#### Appraisal of Employee's Work

The School Administrator shall establish and maintain suitable procedures for adequate and periodic appraisal of the work of each employee, and shall maintain suitable records of the fact and results of such appraisals.

Complaints or concerns about the performance of any employee, whether from other staff, parents, students, or community members should be directed to that staff person and/or his or her immediate supervisor. If not satisfied with the results, the person must follow the due process procedure.

#### Probationary Period

The probationary period for a new employee or a person promoted to a new position shall be determined by the School Administrator and/or Administrative Team and approved by the Board. During the probationary period, the employee shall be given extra assistance in adjusting to his new position and particular attention shall be given to a continuing evaluation of his effectiveness. Any employee whose work is not satisfactory during the probationary period may be dismissed from employment at CDCS before the end of the probationary period, unless there are sound reasons for believing that a satisfactory adjustment will be achieved within a reasonably short time thereafter.

#### Suspension

Upon the recommendation of the HR Department, the School Administrator may suspend any employee whenever such action appears necessary in the interest of the proper functioning of the school system. Where grounds for immediate dismissal are involved, the Administrative Team shall, at the first opportunity, complete this process.

#### Internal Criminal Investigation

The administration shall proceed with the purpose of carrying out criminal investigations necessary in the best interest of CDCS.

If as a result of the investigation the Administrative Team or their designee determines that there



is sufficient evidence to believe that a crime has been committed, the evidence generated from the investigation should be immediately turned over to the appropriate legal authorities.

#### Retirement

Employees who are members of the State Teachers Retirement System (STRS) must meet and comply with STRS eligibility requirements to retire. Employees who are members of the School Employees Retirement System (SERS) must meet and comply with SERS eligibility requirements to retire.

#### Resignation

Employees who resign shall submit a written statement of resignation to their supervisor, who shall in turn, report the resignation to the governing board. However, the School Administrator reserves the right to accept verbal resignations.

#### Dismissal

Whenever the services of any employee are to be discontinued by dismissal or failure to renew a contract or an appointment, he/she shall be advised of the reasons, and shall be given an opportunity to improve the quality of his services unless it is clearly in the interest of the school to terminate his services without delay.

The effective date of suspension, leave of absence, or any termination of employment shall be the first day on which the employee does not work or does not accrue earnings. In case of suspension and subsequent separation, the date of separation shall be the first day after the separation.

#### Alcohol/Drug-Free Work Environment

City Day is committed to a working environment free of chemical/alcohol abuse or dependency by employees. All employees shall take an active role to assure a drug-free workplace.

Any employee of CDCS found manufacturing, distributing or dispensing illicit drugs, counterfeit drugs, and other intoxicating substances (hereinafter "controlled substance") or alcohol in a school building, on school grounds, or in any official job-related activity shall be terminated as an employee.

Any employee of CDCS found possessing, using or under the influence of a controlled substance or alcohol in a school building, on school grounds, or in any official job-related activity shall be disciplined appropriately which may include termination of an employee. If the employee is retained in service, the employee, as a condition for retention, may be required to enter and successfully complete a Board-approved rehabilitation program which includes counseling and/or medical treatment.

In all controlled substance-related matters and in those cases involving distribution of alcohol to a minor, evidence shall be turned over to the appropriate legal authority for criminal prosecution immediately.

In compliance with the Federal Drug-Free Work Place Act, the Administrative Team shall be directed to implement the intent of the law.

#### Professional Growth

All employees are expected to participate in activities which are designed to increase their skills, competencies, and professional growth. Opportunities are provided for such experiences through in-service held at CDCS, institutions of higher learning (not affiliated with CDCS), and/or community resources.

In-service days are to be used for the specific purpose of involving local school staffs, individually or in cooperation with other schools, to plan and execute professional growth activities.

#### Applicability of Salary Schedule (Professional)

The salaries of all professional employees shall be determined in accordance with the most current schedule approved by the Board. In unusual circumstances, when the welfare of the school clearly requires that exception to the schedule be made, the Administrative Team is authorized to recommend such exception for approval by the Board.

In all cases not clearly covered by the provisions of the schedule, the Administrative Team shall make a decision on the basis of the most nearly related provision. The salaries provided therein shall be subject to such reductions as the Board may deem necessary to adjust total expenditures within the expected income for any given year.

All employees will be paid (if funds allow) on a biweekly basis. And payroll checks shall be issued on the Friday. In the case of school closing on either day (snow day, winter/summer recess), employees will be informed of the day payroll checks will be distributed.

#### Personnel Salaries

The salaries of all professional employees engaged in general administration or in the regular day school program shall be paid in accordance with the current salary schedule adopted by the Board. This schedule shall indicate minimum and maximum salary rates and days of service for full-time professional employees and shall include such other information as is necessary for the determination and regulation of professional salaries.

The salary of any administrator when paid jointly by the Board and any other governmental agency shall be established by agreement between the Board and the agency.

#### Daily and Hourly Rate Personnel Salaries

Employees' yearly salaries shall be paid in accordance with the current schedule approved by the Board. This schedule shall indicate the yearly amount allowed for the position.

#### Initial Salary

The initial salary for an administrative position will be established by the Board's yearly approval.

#### Promotion and Demotion - Salary Determination

All promotion and demotion/salary determinations will follow the procedures in the Employee Handbook.

#### Salary Increments

All salary increments will be established by the Board's yearly approval.

#### Part-Time Employees - Salary Adjustments

All part-time employees' salary adjustments will follow the procedures of the Employee Handbook.

#### Executive Director

The salary of the Executive Director shall be determined by the Board at the time of appointment or reappointment or at such time as the Board may deem desirable.

#### Salary Deductions

No deduction shall be made from the salary of an employee except for purposes required or permitted by law and specifically approved by the Board. Annual Terms and Dates of Service, Pay Periods, and Salary Deductions Following procedure in Employee Handbook.

The annual terms of service of professional employees shall be for such number of days indicated with their contract or for one fiscal school year. The daily rate of pay used for computing the salary for a fraction of a year and for computing salary deductions for absence shall be the annual salary divided by the days of service.

All professional employees are expected to devote such time as indicated in his/her contract to CDCS. The end number of days is the effective discharge of their responsibilities to the school and the CDCS benefit responsibilities to the employee.

Semiprofessionals (Instructional Aid and tutors) who work nine months but have not signed a contract will end their term and responsibilities the last day of school. CDCS benefits and responsibilities also terminate on the last day of school.

#### Personal Property Damage Due to Assault

The Board shall make available to teachers who suffer damage to their personal property as a result of a physical assault on the person of a teacher which occurs in the course of employment a reimbursement in an amount not to exceed \$200.00 per year.

A teacher suffering damage to personal property as a result of such an assault may request reimbursement by furnishing a signed statement setting forth the circumstances of the assault, the extent of the damage, and the reimbursement requested on a form prescribed by the HR Department. Payment of this reimbursement shall be made upon approval of the request by the HR Department or their designee providing such request is filed within five (5) calendar days of the occurrence of such assault.

This policy shall provide reimbursement only in the event the teacher does not have insurance coverage protecting against such damage. If insurance protection covers a portion of such damage, reimbursement shall only be made up to a total, including insurance coverage, of \$200.00

#### Availability for Service

An employee of CDCS shall attend faithfully the duties of his position and shall not be absent there from except for personal reason(s), to transact essential personal business that cannot be transacted outside of working hours, or for other good and sufficient reasons authorized by these policies and procedures approved by his/her supervisor.

Personal Days

Availability of personal days are dependent on available coverage and must be approved by immediate supervisor or principal.

Personal Illness or Injury

Personal illness or injury must be taken according to the guidelines under "Sick Day allowances" in the Employee Handbook.

Illness in Family

Illness in the family must be taken according to the guidelines under "sick Days Off" in the Employee Handbook.

Death in Family

Death in the family must be taken according to the guidelines under "Bereavement Days Off" in the Employee Handbook.

Family Leave of Absence

Family leave of absence must be taken according to the guidelines under "Personal Days Off" in the Employee Handbook.

Assault Leave

Assault leave must be taken according to the guidelines under "Personal Days Off" in the Employee Handbook.

Maternity Leave

Maternity leave must be taken according to the guidelines under "Personal Days Off" in the Employee Handbook.

Employees working fifty-two (52) weeks receiving vacation time may use their vacation time after personal days are exhausted, if needed.

Examination Upon Return from Sick Leave

An employee, absent because of personal illness for three (3) or more days, in order to return to duty will be required to have a medical clearance that will indicate his physical condition and prognosis. If required, medical assistance is the responsibility of the employee and must be submitted, in writing, to the immediate supervisor.

Appearance in Court

In case of absence from duty in response to a subpoena (relating to CDCS) in a case in court or in an administrative hearing in which the employee is not a party, there shall be deducted from the salary of the employee the amount and only the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena.

Personal Leave Days

All personal leave days will follow the procedures of the Employee Handbook.

Assault Leave

Refer to the Employee Handbook

**Purpose of Which Leaves of Absences are Granted**

All purposes for which leaves of absences are granted will follow the procedures of the Employee Handbook.

**Maternity Leave**

All maternity leaves will follow the procedures of the Employee Handbook under "Maternity Leave".

**Absence for Military Service**

All absences for military service will follow the procedures of the Employee Handbook under "Personal Days".

**Leaves for Personal Illness**

All leaves for personal illnesses will follow the procedures of the Employee Handbook under "Personal Days".

**Duration and Return from Leave**

All duration and return from leaves will follow the procedures of the Employee Handbook.

**Family Medical Leave Act (FMLA)**

See Employee Handbook regarding "Family Medical Leave."

**Assistance and Questions**

Initial questions by employees should be directed to their supervisor. Additional assistance should be obtained from the Superintendent/Principal.

**Holiday and Holiday Pay**

See Employee Handbook regarding holiday procedures.

**Vacation Allowance**

See Employee Handbook regarding procedures for vacation allowance.

**Use of Vacation Allowance During Shutdown for Lack of Funds**

Notwithstanding other provisions of the policies of the Board, the following special provisions regarding vacation leave shall apply:

Any unused vacation leave accrued prior to a school system shutdown for lack of funds will not be paid to the employee to provide deferred compensation for days that normally would be work days during the shutdown period.

**Earned Vacation at Termination of Employment**

If an employee is terminated, vacation and personal days are dissolved.

**Vacation Allowance**

See Employee Handbook regarding procedures for vacation allowance.

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Notification of Absence/ Tardiness

An employee who is absent/tardy or expects to be absent/tardy from duty shall notify the School Administrators as early as possible, and such notification shall be given in advance unless conditions beyond the control of the employee make such advance notification impossible as it relates to the employee handbook.

Loss of Salary for Absence

Except as provided elsewhere in these policies or provided for within the Ohio Revised Code, absence on the part of any employee shall result in loss of pay for the period of absence. Where an employee claims exemption from such salary loss for any reason, he may be required by his supervisor or by the Superintendent to furnish evidence in support of his claim, or to furnish additional evidence over and above that which would ordinarily be required under these policies. The salary deductions for any absence of one-half day or less on the part of any employee may be waived at the discretion of his/her superior, if the work missed during absence is made up within a reasonable time; provided, however, that permission to make up work shall be granted only to those persons whose record is good and to those whose duties are of such nature that the work can be made up by overtime.

Employees must file claim for exemption from loss of salary within five (5) calendar days from the period of absence.

Vacation Allowance

See Employee Handbook regarding procedures for vacation allowance.

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Notification of Absence

An employee who is absent or expects to be absent from duty shall notify the responsible administrative office as early as possible, and such notification shall be given in advance unless conditions beyond the control of the employee make such advance notification impossible.

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Except as provided elsewhere in these policies or provided for within the Ohio Revised Code, absence on the part of any employee shall result in loss of pay for the period of absence. Where an employee claims exemption from such salary loss for any reason, he may be required by his supervisor or by the Superintendent to furnish evidence in support of his claim, or to furnish additional evidence over and above that which would ordinarily be required under these policies. The salary deductions for any absence of one-half day or less on the part of any employee may be waived at the discretion of his superior, if the work missed during absence is made up within a reasonable time; provided, however, that permission to make up work shall be granted only to those persons whose record is good and to those whose duties are of such nature that the work can be made up by overtime.

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Employees must file claim for exemption from loss of salary within five (5) calendar days from the period of absence.

#### The Treasurer of the Board

The Treasurer of the Board shall be employed for 52 weeks per year at such rate of compensation as may be fixed by the Board. If the Board determines that the treasurer is incapacitated so that he is unable to perform the duties of the office, the Board may appoint a person to serve in his place pro tempore in accordance with provisions of Section 3313.23 of the Ohio Revised Code. In determining whether the treasurer is incapacitated, the Board will rely on the conclusions reached from a medical examination conducted by an Ohio licensed physician. During such period as the treasurer is incapacitated, he may take his personal days and may return to active status from his leave.

The Treasurer may request a hearing before the Board on any action and shall have the same rights in any such hearing as are afforded to a teacher in a board hearing under Section 3319.16 of the Ohio Revised Code.

The Treasurer pro tempore shall perform all of the duties and the functions of the Treasurer until the treasurer's incapacity is removed as determined by a majority vote of the Board, or until the expiration of the treasurer's contract.

The Board shall fix the compensation of the Treasurer pro tempore, and shall require him to execute a bond immediately after his appointment, both provisions being in accordance with the Ohio Revised Code.

The Treasurer pro tempore may be removed at any time.

#### Food Service Employees



Food services will be contracted. UYA will not hire any food services employee.

Payment for Overtime and Shift Services

No extra compensation shall be made for ordinary and usual overtime service incidental to the regular daily work of any employee.

**ADMINISTRATION**

Leadership and Effective Organization

The accomplishments of CDCS are dependent upon strong educational leaders actively engaging individuals and groups to participate in achieving the success of the school.

Sexual Discrimination

This policy of non-discrimination shall be disseminated by appropriate means to applicants for admission and employment, students and parents.

City Day recruits and admits students and employees of any race, color, religion, handicapping condition or ethnic origin to all rights, privileges, programs, and activities. In addition, the school will not discriminate on the basis of race, color, religion, handicapping condition or ethnic origin in administration of its educational policies. In addition, CDCS is an alternative to court ordered, Juvenile Court, Foster Care Agency as well as group home care.

Role of Administrators

Administrators provide service to teachers, parents, and community. Specifically, the administration establishes expectations and standards and provides resources, materials, equipment, facilities, expertise, and personnel service.

Administrators shall uphold and abide by the policies and procedures established in the Employee Handbook.

School Administrator

The School Administrator/Superintendent, reports directly to the Board and is responsible for leading the school Administrative Team in achieving its mission of educating all students to meet or exceed defined academic standards. In addition to the overall management of the school, CDCS shall present to the Board a strategic educational plan to achieve the goals established by the Board. The School Administrator will operate on a 200 days/year work contract.

Principal

The principal shall be under the supervision of the School Administrator. The principal's role with his/her supporting staff must provide the leadership necessary for the school to educate all students to meet or exceed the academic standards. The principal is responsible for collaborative decision-making involving staff, parents, and community. The principal is responsible for implementing and serving on the Parent Teacher Organization (PTO) which help plan for changes in the school's program and facilities. All employees of the district assigned to the school are responsible to the principal except as otherwise determined by the principal or School Administrator. The principal will operate on a 200 days/year work contract.

### Administrative Manuals

The Governing Board shall assign the School Administrator with the responsibility of issuing such administrative manuals necessary for the effective administration of the school. The books will be distributed to the employees. The provisions of said manuals shall be binding upon all employees. The first ninety (90) days of work is the probationary period for all employees. These employees are not eligible for any benefits until after successfully completing ninety (90) days. All employees are eligible for benefits after sixty (60) days.

### Special Education Administrative Services

It is the intent of the Board to have all administrators and supervisors provide services to handicapped pupils in accordance with Federal and State laws and administrative procedures developed by the Administrative Team. Handicapped pupils and teachers are under the administration of the principal or his/her designee and must be given equal access to resources and administrative services the same as non-handicapped pupils. Where appropriate, regular supervisors and teachers are expected to work cooperatively with special education supervisors and teachers to effect the best placement and instructional services for handicapped pupils. To insure compliance with Federal and State laws, when a regular education administrator discovers or perceives a void in special education administrative procedures, such issues should be called to the attention of the coordinators of Special Education, then to the attention of the Principal.

## COMMUNITY RELATIONS

### Media Relations

It is the policy of CDCS to provide access to the school campus to all accredited members of the news media and to cooperate with them in ways which minimally disrupt the educational process. No media will have the opportunity to photograph students without written parent permission for that particular occasion.

### Release of Instructional Information

City Day has received numerous requests for information from various individuals and organizations. This policy is intended to serve as a guide to personnel employed by the school system and to other persons or groups who wish to obtain information.

Institutional information is defined as any record, report, or datum which describes the past, present, or future status or operation of the school system or unit thereof, but which does not reveal personal identity of the Board employees or students.

The guiding philosophy is to provide relevant institutional information in order to promote community and understanding between the school system and the public. "Communication" here reflects the public's right to know. "Understanding," on the other hand, connotes a staff or board responsibility for clarifying or explaining the meaning of the information or situation.

Any request for written materials must come in writing to the school. A charge of 50 cents per page will be assessed to the public requesting the written material.

Due to City Day's limited staff, the information requested would NOT get priority over the day-to-day workload. However, CDCS's staff will attempt to make copies and honor the request as

time permits.

#### Private Data Projects

Data collected affecting pupils and staff of CDCS shall be limited to groups that will provide information of benefit to the school system.

#### Community Involvement

Community involvement is defined as any activity between staff and the Board and persons or groups in the community, which results in planning, evaluation, communication, and/or active pursuit of needs, goals, and programs of the school. Community involvement in public education is seen as taking place at three levels: involvement with corporate employees, involvement at the school level; and involvement at the individual student level.

#### System-Wide Involvement

Community involvement at the system-wide level is usually between groups or individuals in the Dayton community, and the Board or administrative staff.

#### Involvement at the School Level

Involvement at this level is believed to be the most effective and viable type of group involvement. Community involvement at the local school level has three basic purposes, all of which improve the process of education. First, involvement will permit staff, students, parents, and other concerned citizens, under the leadership of the principal, to share in the process of arriving at decisions which affect the school. Among the most important of these decisions are those relating to identifying needs for that school. Secondly, involvement will promote better communication between school and community, and foster mutual understanding among groups working within the school-community. Third, involvement will result in service directed toward the solution of school-community problems.

Some of these goals are now being achieved by various groups and individuals. The most involved members of the community are parents of children and other adults directly responsible for the welfare of children. To further achieve these goals, however, associations of school and community persons are encouraged.

#### Involvement of Individual Students

The involvement of parents is at first highly personal but should also embrace concerns of the total school. The partnership of students, parents, and teachers is essential to development of an instructional program which makes the maximum contribution to the development of individual students' knowledge, skills, interests, and talents. Parental understanding, support, and participation in the day-to-day work of the school for the benefit of children are to be encouraged. Reinforcement of instruction and promotion of enrichment experiences outside of school and volunteer programs in school are important contributions of parents and citizens at the individual student level. Parents are encouraged to visit classes of their children and attend other functions designed to achieve better understanding among teacher, student, and parent. Similarly, teachers are to promote activities to improve communication on students' needs and progress and are encouraged to visit homes of students where this is mutually agreeable. Staff is to develop and provide parent-friendly classrooms.

Students themselves are members of the school-community and as such should plan an increasingly important role in shaping their own education future as they mature. It is the responsibility of the staff to increase progressively the options available to students as they grow and mature. The student, in turn, must become increasingly adept at planning his/her own future.

Community involvement for the improvement of education is to be periodically evaluated and reported to the Board. Procedures instituted to implement this policy are to be examined to determine the extent to which they have a positive impact on the educational program; they promote representative involvement of staff, students, parents, and other community persons; participants perceive their involvement as meaningful; the activity results in constructive programs and projects for the improvement of education.

CDCS is committed to involving parents/guardians, hereafter referred to as "parents," in directly affecting the success of their children educational efforts. Parent involvement is an important part of the educational program. A home/school partnership and greater involvement of parents in the education of their children generally result in higher achievement scores, improved student behavior, and reduced absenteeism.

All parents of students enrolled in the district are encouraged to take an active role in the education of their children. Parents are encouraged to participate in the Parent Teacher Organization (PTO).

#### Organization for Local School Community Involvement

CDCS shall have a local organization that will permit parents, staff members, and other concerned citizens, under the leadership of the school principal, to share in the process of arriving at decisions that affect the local school.

Parent Representatives shall be elected at a general parent meeting which is announced in advance to all parents (or guardians) with students at the school. A parent representative must be a parent, grandparent, legal guardian, or designee by the parent of a student at the school.

#### Parent Teacher Organization (PTO)

City Day shall develop and maintain regular meetings of a group consisting of parents, students, teachers, non-teacher staff, and community members for the purpose of making certain decisions and recommendations affecting the school. This group shall be known as the Parent Teacher Organization (PTO).

The PTO may act as an organization to accomplish tasks as long as such tasks are acted upon by the entire group before decisions are made or recommendations are formally conveyed to the principal. The PTO shall be recognized and function to develop a vision and mission statement, set goals for the school, and approve their own budget. The PTO approve any change in the school program or focus. They may also make recommendations to the principal regarding other school issues.

#### Composition/Selection of Members

Membership shall be made up of teachers, staff members (one to be principal), parents, community representatives, and students. Teachers, staff, students, and parent groups shall each select their own representatives, who in turn, shall be responsible for reporting back to the group they represent and for soliciting that group's views and assistance. Teachers are recommended to

attend be an active part.

Parent representatives or their designees may be an active part of the organization.  
Staff representatives are encouraged to participate.

#### Meetings

Seven (7) meetings per school year is recommended, though not required. All meetings shall be open to the public. A quorum (two-thirds) of the group membership is necessary for all decision-making. Accountability. At the end of the school year, the PTO will complete a progress report. The report will include an explanation of goals accomplished, or accomplished in part, goals not accomplished, any recommendations to improve performance on the goals and any amendments to the goals.

#### School District Goal Setting and Planning

The Mission Statement of CDCS adopted by the Board, along with the educational philosophy, will set the goals and activities of the school, and will guide the success of City Day.

### **BUSINESS**

#### Efficient Financial Management

The success of an educational enterprise requires sound financial planning and management. City Day believes in conducting all financial affairs in a manner that is most efficient and professional to our students, parents and community and will furnish to the community the largest educational return on its investment.

#### Amount of Fees

All fees and charges shall be kept as low as possible within the maximum authorized by administrative regulations established by the Administrative Team. The amounts actually assessed and collected shall be adjusted from time to time in accordance with existing balances and anticipated needs. Substantial year-end balances shall not be accumulated from fees for instructional supplies. In the case of other fees and charges, somewhat larger balances may be accumulated, if they are for a clearly foreseeable/ approved purpose.

#### Library and Textbook Fees

CDCS may assess a charge for the damage, or loss of library pamphlets, magazines, books, textbooks, and supplemental material.

#### Laundry Fee

CDCS may assess a fee for the purchase or replacement of student uniforms or for the laundering of the same. The amount of such fee shall be limited to actual costs.

#### Admissions

CDCS may make reasonable charges for athletic uniforms, contests, movies, and plays or other programs outside of school. Charges should be set at a level felt most easily to pay with student resources and program costs.

#### Payment of Fees and Other Charges

Fees and other charges shall be paid in U.S. coin and currency, certified check, money order,

cashier's check, or debit/credit card. Personal checks are not acceptable for the payment and other charges. No student shall be denied any educational opportunity or official record of achievement because of the student's inability to pay any fee or charge imposed.

In order to improve the student's ability to pay, and in order to meet the individual circumstances of a student, the Administrative Team shall establish procedures which permit alternatives to the partial, full or prompt payment of fees. Such alternatives shall be available to students who state in writing the circumstances which prevent such payment and propose an alternative which is justified to the circumstances and acceptable to the principal. Students shall be informed in advance that all such statements shall be afforded confidential treatment.

#### Certain Fees and Charges Prohibited

No fee of any kind shall be charged against pupils to pay any part of the original cost, depreciation, or maintenance of a school building, equipment or apparatus, except that pupils shall be assessed for damage resulting from misuse or abuse. CDCS shall assess any fee or make any other charge in connection with any class or other activity which is a part of the regular course of instruction, for use of school property, or for any other public fund purpose, unless such fee is authorized by board policy or administrative regulations of the Administrative Team.

No fees or other charges shall be assessed beyond the actual cost of materials and photocopying for mimeographed outlines, tests examinations, or other similar materials produced in the school or by the teachers.

No employee or student shall accept any commission, bonus, fee or profit from the furnishing of commercial services, materials, equipment or supplies to the school or its pupils. However, parent teacher organizations and other school-sponsored groups shall be permitted to arrange with the management of the theaters, skating rinks, riverboats, and similar entertainment enterprises, to sponsor parties of their own members of the school's patrons on a commission basis.

No person shall sell or offer for sale within the schools or offices of the Board or on any school grounds any articles or services to employees or pupils, or to solicit contributions of such persons; provided, however, that this policy shall not be construed as restricting or prohibiting any school activity authorized by board policy or administrative regulations of the Administrative Team or as preventing the solicitation and collection of United Appeal contributions from employees, Red Cross memberships, of dues for membership in organizations of employees, or of contributions or activities sponsored by their organizations, or as prohibiting such deductions from the salaries of employees as may be authorized by law or by administrative regulations.

#### Laboratory

Students defacing a laboratory may be required to pay for the purpose of replacing equipment broken by the pupil.

#### Sale of Merchandise to Pupils

Stationery supplies, workbooks, protective clothing, or similar items related to school activities may be offered for sale or rent through CDCS as a convenience to pupils. If the operation of the school bookstore seems inadvisable, other appropriate arrangements may be made for the sale or rental of these items. Such items shall be priced at not to exceed cost, including transportation, plus a markup of no more than ten percent.

Sanitary supplies and related items may be sold at a cost under the supervision of a person

designated by the principal. In case vending machines are used, the price may be as indicated thereon, and any profits accruing from sales shall be used for the operation of restrooms or for similar purposes.

A principal may, not more than once a year, permit a photographer to take class, group, or individual pictures and sell copies thereof of pupils.

Monies derived from such sales or rentals as are authorized in this section shall be student activity funds, and may be used to finance student activities or for other purposes for the benefit of pupils within the school.

#### Subscriptions for Class Use

Fees may be collected to cover the cost of subscriptions for newspapers or magazines used in class. The amount collected per pupil may be slightly in excess of the subscription price in order to provide a few extra copies of the publication, but the full amount collected shall be paid out to the publisher. The charge for each publication shall be separate from all other fees and charges.

#### Approval of Special Education Tuition Payment

CDCS shall operate special education programs in accordance with Program Standards for Special Education as approved by the State Board of Education. Placement of pupils in any special education program in another school district or agency and subsequent payment of tuition shall occur only when an appropriate educational and psychological assessment of the pupil has been accomplished, and with recommendations for out-of district placement by the special education coordinators and approval by the Board.

#### Budgetary Management and Fiscal Control

The Treasurer/Controller shall administer his/her separate functions in accordance with their respective duties and responsibilities, and shall at all time cooperate for the collective benefit of the school system. Questions concerning the division of responsibility shall be referred to the Board for resolution.

The Administrative Team will be responsible for presenting an educational plan which outlines the programs that are necessary to achieve the board objectives established by the Board. This plan will discuss the nature of each program, the estimated cost, the timing of implementation, and the methods which will be used to measure its effectiveness over time.

The Administrative Team will have the responsibility and authority for the creation of the annual budget, based upon the approved educational plan, and for its presentation to the Board for review and adoption.

The Administrative Team will have the responsibility for the review of each department budget and will have the authority to modify each budget as necessary to compile a total budget proposal which most closely meets the objectives and policies of the Board, within the limits of available resources.

The Treasurer will be responsible for the control of the annual budget, verifying that expenditures throughout the year are consistent with the budget plan and are in accordance with the objectives, policies, and program priorities of the Board, and in no case are in excess of available revenues.

The Administrative Team will have the authority to delegate the responsibility for the control of the annual budget to each of the department heads and will delegate the additional responsibility for controlling the total budget to the Treasurer. In this latter case, the Treasurer will work with each of the department heads to inform the Administrative Team of any areas of the budget where actual or forecasted expenditures either exceed or fall below the budget and explain how the situation will be corrected.

The Treasurer will have the responsibility and authority for presenting a monthly budget control status report to the Board. This report will review actual expenditures to date relative to the budget, and to provide explanatory remarks as necessary to advise the Board of the corrective measures which will be taken if actual expenditures are higher or lower than the budget.

The School Administrator will have the responsibility and authority for recommending the organization and staffing of the accounting department and will be accountable for all of the activities of that department.

#### Vending Machines

Vending machines may be installed in the school for the convenient dispensing of supplies, candies, beverages and packaged foods and or subject to the following guidelines:

- o Profits from vending machines patronized by students and/or the general public shall be expended only for school purpose or for an activity in connection with the school. This may include the purchase and repair of equipment, and minor building improvements.
- o Profits from vending machines patronized exclusively by employees of the Board may be expended for any school purpose and for employee benefits such as flowers, gifts, plaques and special occasion dinners. Subject to the approval of the principal such vending machines shall be operated by a staff representative, school-related organization, who shall be responsible for the collection and disbursement of all monies incident to their operation. These are private monies not includable in the account of the school treasurer.
- o Other Money-Raising Activities

City Day may carry on other projects for raising money to support its program of student activities, provided such projects are not inconsistent with these policies and administrative regulations of the Administrative Team.

#### Sale or Disposal of Surplus, Personal Property or Scrap Material

The sale or disposal of all surplus, personal property or scrap material shall be by securing informal bids. However, when the value exceeds \$2,000 the Ohio Revised Code requires that the sale be properly advertised and items sold at public action.

#### Sale or Exchange of Publication

Curriculum bulletins and other publications may be sold, and to meet costs of handling, postage and other incidental expenses, the unit selling price shall be 50% above the actual pre-volume cost of printing and otherwise duplicating the publication. A reasonable number of copies of any such publication may be distributed without charge to other school systems or schools of education in accordance with an exchange agreement.

#### Purchase of Goods and Services/Soliciting Prices



It is the policy of CDCS to ensure sound fiscal management and the fullest participation of firms owned by minority and female vendors and contractors. The Board will make every good faith effort to ensure that minority and female vendors and contractors have every practicable opportunity to compete for contract, subcontract and other work. With exception of those purchases which are specified by statute, exempted by board policy, or are single source, purchases of goods, services, materials and construction greater than \$500 shall be made in consideration of the vendor's minority/female ownership and/or employment profile and Equal Opportunity.

The procurement of services, materials and equipment, and the award of contracts and purchase orders shall be in strict accord with the provisions of the Ohio Revised Code.

Purchases of supplies and materials \$500 or less may, at the discretion of the buyer, be made on the basis of established prices less appropriate school discount or individual quotations, without the benefit of competitive bidding when it is determined to be in the best interests of the overall school system. The Administrative Team shall develop practical and efficient office procedures to review and monitor the implementation of this policy on the extent of minority and female employees and the total number of vendor or contractor participation by race, gender, and award amount.

#### Quantity Buying

Quantity buying shall be practiced whenever possible and feasible. Aggregate purchasing on the basis of an annual planned budget shall be followed as far as needs can be justified by the various departments.

### **INSTRUCTION POLICY**

#### Released Time for Religious Instruction

Recognizing the value of instruction in religion, and because children obtain instruction in particular religious faiths outside the school, the principal shall, upon written request by the parent excuse a school child for a period of time each week in compliance with current relevant Ohio legislative requirements to attend a class in religion conducted outside the school building with qualified instruction under the direction of a regularly organized church or churches.

#### Flag Salute

CDCS shall periodically provide all students the opportunity to say the Pledge of Allegiance to the American Flag. The language of the Pledge of Allegiance and the form of the salute to the flag of the United States which shall be taught and used in the school shall be that approved by the Congress of the United States. Students and staff members are free to participate or not to participate as their personal or religious beliefs dictate. In accordance with O.R.C. 3313.80, UYA will display the American flag in the school either in the foyer, in the class rooms, or both.

#### Veterans Day Observance

In accordance to O.R.C. 3313.602, CDCS will set aside 1 hour on/about Veteran's Day saluting/honoring those that fought for our country.

#### Observance of Black History

In accordance with the system-wide goal of promoting positive race relations and interracial understanding, it is the policy of the Board to recognize the contributions of Black Americans.

The Administrative Team shall ensure that UYA promotes and supports Black History.

Also, the Administrative Team shall ensure that each individual school plans and conducts ongoing instructional activities which are commensurate with the contributions of Black Americans to the nation's history.

#### Emergency School Closings

The School Administrator is authorized to shorten or cancel the school day for students when, in the School Administrator's judgment, emergency conditions exist which threaten their health or safety.

#### The Program of Instruction in Grades K - 8

The program of instruction in the K-8 grades shall include: (a) the language arts—reading, listening, writing, spelling, oral and written expression, and literature; (b) mathematics; (c) the social studies—history, geography, government, economics, and other social sciences; (d) science—earth, physical and life; (e) health; (f) physical education; (g) music; and (h) arts and crafts.

Instructional time may be allocated to the teaching of business education, computer science, or other subjects considered to be conducive to the program. As a local school option, a seven-period instructional day may be scheduled in order to permit such courses to be offered.

Flexible approaches in scheduling and instruction, team teaching, individual instruction, independent study, and tutoring programs with emphasis on teaching children how to learn should be emphasized. A guidance program especially designed to meet the needs of the learner shall be available as an integral part of the teaching/learning process.

Appropriate group and individual behavior should be emphasized through extracurricular activities.

#### Controversial Issues

Without minimizing the importance of that large part of the curriculum made up of established truths and values, but recognizing that gradual social change is inevitable and that change involves controversial issues, it shall be policy of CDCS to foster dispassionate, unprejudiced, and scientific study of controversial issues in order that pupils may have an opportunity to study such issues in an atmosphere void of partisanship and bias. The teacher, as an impartial moderator, shall not attempt issues. The respect for facts and an impartial search for truth are inherent in the democratic way of life.

#### Political Issues

When political parties are asked to be represented in assemblies or in classrooms, the major political parties are to be equally represented on the same program, whenever possible, in order to present the issues as seen by those parties. If appearance on the same program is not feasible, sequential programs should be scheduled to assure presentation of opposing points of view.

#### School-Sponsored Extracurricular Activities

Extracurricular and special events activities are a valuable part of the school program. Students who participate in these activities are expected to focus first on their academic responsibilities and then on the extracurricular activities.

Extracurricular activities are defined as those organized and supervised activities which are not a direct part of the school curriculum, such as chess club, talent shows, or special events. Co-curricular activities, defined as those activities which are extensions of the curriculum beyond the class period, are not affected by this policy.

Students who wish to participate in extracurricular activities must be currently enrolled and must have been enrolled in school the immediately preceding grading period. During the preceding grading period, the student must have received passing grades in a minimum of five (5) courses or the equivalent which count toward graduation. Each student must also maintain a minimum grade point average (GPA) of no less than 2.0. All courses will be counted in the average, and quarterly is independent of the eligibility status of previous quarters.

In addition, students at City Day who wish to participate in extracurricular activities must maintain a 2.0 average on a 4.0 scale. Any student eligible by state standards with a cumulative GPA or less than 2.0 during the immediately preceding grading period may participate provided they actively participate in identified academic intervention programs as formally established by his/her school. These intervention measures may include such approaches as weekly eligibility checks, tutoring sessions, study tables, etc. These intervention programs will be under the direct supervision of the school's athletic director in cooperation with the school's student management team. Failure to participate in such intervention programs will result in ineligibility until the conclusion of the quarterly grading period.

The eligibility or ineligibility of a student continues until the start of the fifth school day of the next grading period, at which time the grades from the immediately preceding grading period become effective. Exception: eligibility or ineligibility for the first grading period commences with the start of the fall season.

A student enrolling in grade 7 for the first time will be eligible for the first grading period regardless of past academic achievement. Thereafter, students in grade 8 and above who wish to participate in extracurricular activities must be currently enrolled and must have been enrolled in school the immediately preceding grading period and received passing grades during that grading period in 75% of those subjects carried.

**NOTE:** Eligibility is established on a quarterly basis. Therefore, there is no provision for gaining or losing eligibility at midterm or any type of academic probation for students who fail to meet the eligibility standards as outlined above.

Academic eligibility for extracurricular participation by a transfer student must be established by school records or verification from the sending school. The responsibility for establishing eligibility rests with the receiving school.

Tutoring or examinations to complete the preceding grading period requirements is permissible provided the inability to complete the required work on time is due to an illness or accident verified by a physician. The procedure applies to all students in the school.

The School Administrator/Athletic Director may waive the requirement of preceding grading period enrollment if a student has been withdrawn or removed from school because of circumstances due to personal accident, illness or family hardship.

Students with disabilities are encouraged to participate in extracurricular activities. No student shall be denied access to any school-sponsored extracurricular activity based solely on the nature of his/her disability. The athletic director, in conjunction with special education staff members, will determine eligibility for students with special needs. Supplemental aids and services shall be provided to support students with disabilities who wish to participate in extracurricular activities.

#### Student Publications

Charges for school publications may be collected from pupils at prices not to exceed an amount approved by the Executive Director. Proceeds from student publications shall be paid into an activity fund established by the Board. Each producing group or organization shall have a separate account into which all proceeds shall be placed.

#### Class Size and Staff Requirements

It is recognized by the Board what pupil-teacher ratios and pupil-specialist ratios are important aspects of an effective educational program. The Board agrees to continue its efforts to keep those ratios at an acceptable number recommended by the state minimum standards, the state foundation program, written in the sponsor contract, and dictated by the best interests of the district.

#### Field Trips

Teachers may take pupil groups on trips, tours, excursions, or similar activities that are primarily educational, sponsored or approved by the school, and are not for the material benefit of a business organization, agency, or individual.

No staff member may organize, conduct, promote, or assume any responsibility for pupils' trips, tours, excursions or similar activities that are commercial ventures for material benefit, sponsored by or for a business organization, agency, or individual. Parent groups with the advice and counsel of the school principal may organize, conduct, supervise, and be responsible for pupil groups in any of these commercial activities that have educational value.

Any teacher taking a group of pupils on a trip, tour, excursion, or similar activity off the school grounds must secure the advance approval of the principal. In case any of these activities require the transportation of a pupil in a vehicle or overnight stay away from home, the written permission of the parent shall be secured in advance.

#### Homework Policy

Homework will be required on a regular basis in keeping with procedures developed by the Administrative Team.

Students will be given daily assignments to reinforce and enhance what has been taught in school. If no specific homework is sent home, all students are encouraged to find a quiet place to read. We are very involved with current events, especially with the students focused on that area.

All work missed due to excused absences, must be made up within five (5) school days after the student returns to school. It will be the responsibility of the student to obtain missed assignments. If the student fails to make up the work, no credit shall be given, and the deficiency shall be averaged with the other grades. Work that was made up shall be graded and averaged with the other grades as if the student was in attendance. It is also the students responsibility to obtain

assignments and make-up class work missed due to excused tardiness. If an absence or tardiness is excused, the Teacher is obligated to assist the student in make-up work. If the student wishes to make-up work during the absence, the parent is to give the teacher at least one (1) day's notice so that work may be properly prepared without disruption of class instruction.

#### Lesson Plans/Grade Books/Attendance Records

In keeping with minimum standards of the State of Ohio for elementary/junior high schools, each teacher shall provide written evidence of planning and preparation for daily school activities. Our school shall develop its own format to be approved by the Administrative Team or his designee. The lesson plans shall relate to the curriculum bulletins, to the graded courses of study provide on a city-wide basis or at the local school level, or to the minimum competencies identified in specific subjects.

Copies of lesson plans shall be available for that school year for a period of one year, according to procedures established by the principal. Such plans shall be made available for local and state administrative review and maintained by the classroom teacher. At the end of the school year, all grades will be tallied and copied onto the report card. Each July 1 all last year's grade books shall be disposed of.

#### Improving Low Achieving Students

Each year the Administrative Team shall identify low achieving students for the purpose of effecting improvements. An annual analysis of deficiencies will be made to determine needs and programs will be implemented to establish appropriate levels of performance. Programs and actions related to the concern for low achieving students will be reflected in the district's annual goals.

#### Selection and Adoption of Textbooks/Curriculum

The Board shall adopt textbooks in accordance with state statutes. The School Administrator shall recommend the adoption of all textbooks only after impartial and careful evaluation of all available textbooks.

#### School Guidance Services/Special Services

School guidance services shall be provided for students in all grades. Guidance services shall include systematic aid to students regarding educational, career, civic, personal and social concerns (including harmful effects of drugs, alcohol and tobacco), and shall be delivered through appraisal, counseling, referral and staff consultation.

Guidance services/social services shall be delivered in accordance with the need, priorities, student outcome objectives, and implementation strategies. Emphasis shall be placed on the educational, personal/social, and career development of each student.

The educational component shall reinforce the instructional program by enabling students to develop skills in academic planning and goal setting found in the student's portfolio. The personal/social activities will assist students to acquire social skills that will foster positive relations with others and the ability to cope with their environment.

The overall guidance program shall be formally reviewed by the local school guidance/advisory committee before adoption by the school. At the end of each year an evaluation of the guidance program shall be conducted and submitted to the Principal for review. The results of the evaluation shall be used to improve guidance and social services locally and system-wide for the

ensuring school year.

**Selection and Use of Audiovisual Materials**

Audiovisual materials shall be approved for use in CDCS by the principal. Materials related to controversial areas such as politics, sex education and religion shall be reviewed by committee. In selecting audiovisual materials such committees are to be guided by appropriate guidelines issued by the Ohio Department of Education.

### Physical Education for Handicapped Pupils

All pupils that have been identified as handicapped as a result of a multi-faceted assessment (evaluation) as required by Public Law 94-142 will be provided physical education instruction.

### Home Instruction for Non-Handicapped Students

Home instruction shall be provided for non-handicapped students with serious health impairments in accordance with the Administrative Procedure developed by the Administrative Team. Provisions for both short- and long-term illnesses shall be made.

### Summer Schools

Insofar as resources will permit, the Board will provide instruction in summer school classes, attendance at which shall be without cost to residents of the school district. Students in summer school because of grade retention will spend a minimum of four (4) weeks at half days in summer school. The quality in a summer school course shall be maintained at substantially the same level as in the corresponding course in the day school.

### School Accountability

City Day Board is committed to holding the school accountable for student achievement results. Targets for improvement are to be established annually. Students are to be measured against these targets, results reported, and school categories. Students in the achievement and incentive award categories will be rewarded with greater challenges and responsibilities. Students in the intervention and improvement categories will receive various degrees of assistance with parental approval. This approach is consistent with the Board's goal of operating a system where improving each student's performance one day at a time.

### School Attendance Areas

CDCS recruits and admits students and employees of any race, color, religion, creed, sex, handicapping condition, or ethnic origin to all rights, privileges, programs and activities. In addition, the school will not discriminate on the basis of race, creed, sex, color, religion, handicapping condition, and ethnic origin in administration of its educational policies, scholarships/loans/fee waivers, educational programs and athletics/extracurricular activities. The school is not intended to be an alternative to court or administrative agency ordered, public school district initiated and desegregation.

The governing authority of CDCS has established the following admission procedures.

- CDCS is open to all students in the Public School district grades 7-12, ages 12-22. Is open to students in school districts adjacent to the Public School district.
- CDCS will not discriminate in its admission of students on the basis of race, creed, color, religion, handicapping condition, or sex.
- CDCS will comply with the Federal Desegregation Order issued by the court.
- CDCS admits students, not based upon intellectual ability, measures of achievement, aptitude, or athletic ability.
- CDCS will admit the number of students that does not exceed the capacity of the school's programs, classes, grade levels or facilities.

First open enrollment will be announced. Then, based upon the level of accepted students, a second period of open enrollment will be scheduled, after review of accepted applications. If our threshold of approved enrollment has not been met, then the available seats will be filled as the applications come in.

If the number of applications exceed capacity restrictions during open enrollment, students will be admitted from that specific enrollment by way of a lottery system. Preference will be given to students attending the school the previous year and may also be extended to siblings of such students.

Will mail notification of the status of enrollment and will have record release forms available for the parent/guardian's signature. Policies will comply with provisions of the Ohio Revised Code Section 3314.06.

## **PUBLIC ACTIVITIES INVOLVING STAFF, STUDENTS, OR SCHOOL FACILITIES**

### No Solicitation

No person shall solicit anything for any purpose on school grounds during school hours.

### Contests

Contests, or other activities involving participation by pupils and/or the granting of awards of prizes, which are sponsored by agencies outside the schools, shall not be announced, promoted, or permitted within the school unless approved by the School Administrator. The School Administrator shall approve only such contests or other activities as will be of educational value to the participating pupils.

The School Administrator shall not approve any activity being promoted for commercial purposes, except that the School Administrator may approve any scholarship contest or other activity which is sponsored by a commercial agency conducting a business which is not objectionable to any substantial group of residents of the school, which is conducted primarily for educational rather than advertising purposes and which offers substantial awards for effort and skill, which is conducted in such manner that the competition is wholesome, and not detrimental to the educational purposes of the schools, and which is conducted in such manner that the advertising incidental thereto is not exaggerated or offensive.

### Advertising

Neither the facilities, the name, the staff, nor the children of the schools, school system, or any part thereof, shall be employed in any manner of advertising or otherwise promoting the interests of any commercial agency or any organization of a political or partisan nature except that:

- CDCS may cooperate in furthering the work of any non-profit, community-wide social service agency, or in promoting specific projects of community associations when these projects serve the welfare of the community, provided that such cooperation does not restrict or impair the educational program of the school.
- CDCS may use films or other educational materials relative to the organization, operation, or products of a commercial firm if the materials are supplementary or beneficial to the program of the school and if the materials contain only simple mention of the producing firm.
- CDCS may participate in radio and television programs when such participation is supplementary or beneficial to the program of the school. CDCS may advertise and cooperate with local and national news on goodwill stories only. No advertisement is permitted by any staff member at any time during or after employment without the consent of CDCS.

The School Administrator or designee may announce or authorize any lecture or other community activity of particular educational merit. CDCS may, upon approval of the Administrator,



cooperate with any governmental agency in promoting activities in the general public interest which are not partisan and non-controversial, and which promote the education or other best interests of the pupils. CDCS or the Board may accept paid advertising of acceptable character.

#### Community Use of School Facilities

CDCS and grounds are provided to serve the organized educational program of the school. CDCS's facilities shall be made available for use by groups of citizens or responsible organizations except that such use shall not be permitted to interfere with the regular program of the school. Any permit issued for community use of school property shall be subject to cancellation if the facilities are later found to be needed for use by the school authorities, but the privilege of cancellation shall be used only where necessary and always with regard to the desire of the Board to encourage the use of the school facilities by the citizens of the community.

An appropriate charge shall be made to cover costs incidental to such use. Such charges will vary depending on the degree of relationship to the school. The scale may be established yearly by the Executive Director of the school, subject to approval by the Board.

### **STUDENT POLICY**

#### Non-Discriminatory Policy

City Day recruits and admits students of any race, color, gender, ethnic origin or religion to all its rights, privileges, programs and activities. In addition, the school will not discriminate on the basis of race, color, gender, ethnic origin or religion in the administration of its educational programs and extracurricular activities. Furthermore, the school is not intended to be an alternative to court or administrative agency ordered, or public district initiated desegregation. CDCS will not discriminate on the basis of race, color, gender, ethnic origin, or religion in the hiring of its certified or non-certified personnel. CDCS is a non-profit corporation.

#### Procedure for Pupil Admission

The parent/Guardian must complete an application and submit the student's birth certificate, proof of residency, and proof of custody (if single parent). (These records must be presented prior to being accepted).

Other documents need for enrollment is: transcript showing grade level, immunization records, and records from previous school. (These records can be received after being accepted). The parent/Guardian of a prospective student must state in writing that they have read and are in agreement with all policies and procedures of CDCS and recognize that their child (ren) will be educated in accordance therewith.

All immunization records and physical examinations must meet State and Local health requirements so that the student may attend. Families will be accepted on a first-come first serve bases during the open enrollment period. After the open enrollment period, seats will be filled until the maximum is met. After the maximum seating is met, a waiting list will be kept for applications left in that grade level. If the maximum seats available are exceeded during open enrollment, a public lottery will be held for that grade level.

#### Birth Certificate

The presentation of a birth certificate shall be required of each child upon admission to CDCS.

For school records, the name of a pupil shall be the name appearing on the original birth

certificate on admission to CDCS. A change of name on school records shall be made only upon presentation of court documentation to effect a legal change.

#### Placement

Placement shall be accepted for pupils transferring from any school in the state of Ohio which is in compliance with Chapter 3301.35 of the Administration Code of the Ohio Department of Education and from any out of state school approved by a State Department of Education or the equivalent for school attended in a foreign country.

#### Withdrawal

Parent/Guardian must make arrangements for student withdrawal in advance with the school office by signing and submitting the appropriate forms. All students must undergo a "checkout" procedure in which overdue schoolwork is submitted, all text books are returned (if loaned), and all school property is returned to the school. All financial obligations to the school must be paid in full.

School records will be transferred upon receipt of Parent/Guardian written permission from a Release of Records from the attending school. (Records will be released as long as there are no financial obligations). Attendance

There shall be maintained a continuous census of children of school age, and provision shall be made for promoting school attendance through adjustment of personal problems, education of parents, and enforcement of the compulsory attendance laws and related child welfare legislation. These services shall embrace all children of compulsory school.

#### Attendance

Regular school attendance is the foundation on which the instructional program is built. City Day Community School expects all students to be in attendance each day that school is open for instruction. City Day will notify parents/guardians of each unexcused absence from school or an individual class in a timely manner. Student's whose unexcused absence exceeds three (3) times in a nine-week grading period, will be issued a tardy report from the school office. If a student fails to attend school, he/she will be marked absent for that day. If the student arrives at school for any part of the school day, he/she will be marked present for that day. Students who are absent for ten consecutive days or for a total of fifteen (15) days in a semester will be considered habitually absent as defined in Ohio Revised Code 3321.13.

Parents are responsible for calling the school when their child is absent. A child returning to school following an absence must present a written excuse from the parent to the teacher on the day of return. This excuse should state the reason for the absence. Any student failing to present a signed excuse will be referred to the Administrator.

The state school compulsory attendance law (3321.01) requires all students ages 6 to 18 to attend school on a regular basis. The State of Ohio also allows students to be enrolled in high school until the age of 22. Students presenting attendance problems are referred to the school/court associate by the social worker. Also parents of children may be referred to Montgomery County Juvenile Court by a failure to send complaint to enforce the state compulsory attendance law. Parents who fail to respond to the school's request for improvement in the attendance of their

child may be referred to the Department of Human Services or other appropriate agencies for possible neglect.

The School Administrator, as provided for in Ohio Revised Code 3321.13, shall request that the Juvenile Court judge and the Bureau of Motor Vehicles deny, suspend, or revoke the driving privileges of students under eighteen (18) who are habitually absent from school without a legitimate excuse.

In compliance with Ohio Revised Code 3321.13, the temporary instruction permit or driver's license will be suspended by the Bureau of Motor Vehicles for those students under eighteen (18) who drop out of school. Students who do not already have the permit or license will be denied the opportunity to obtain one by the Bureau of Motor Vehicles.

#### Early Dismissal

No Teacher or non-instructional employee shall permit or cause any student to leave school prior to the regular hour of dismissal except with prior knowledge and written approval of the Administrator and with the written approval of the parent or guardian.

No student shall be permitted to leave school prior to the dismissal at the request of, or in the company of, anyone other than a school employee, a police officer, a court official, a public health official, or the parent/guardian of the child, unless the permission of the parent/guardian and Administrator is first secured.

CDCS will provide parents with this policy and other administrative procedures that govern communications and responsibilities related to school and classroom attendance via the Parent/Student Handbook. The Administrative Team is expected to develop an administrative procedure that will clarify staff roles and expectations and generally insure the successful implementation of this policy.

#### Tuancy

The Board expects pupils of compulsory school age and their parents to comply with the school attendance laws of the State of Ohio. When pupils are declared truant, the administration will work in conjunction with the police, Juvenile Court, and other appropriate agencies. For the purpose of defining illegal absence or truancy, excused absence shall be limited to those approved by the principal or designee. The principal is expected to establish with parents, regarding pupil absence, the most effective two-way communication possible.

When truancy is declared by the social worker, following a parent conference, both the parent and pupil will be cited to Juvenile Court for legal action. The certificated staff of the school system will analyze the cause and effect of pupil truancy and recommend or take corrective action.

#### Admission of Students Currently Under Expulsion from Another School District

Students applying for admission to school who have been expelled from the schools of another district and the expulsion has not expired will temporarily be denied admission until the period of expulsion is over. The school is not intended to be an alternative to court or administrative agency ordered, public school district initiated and desegregation.

#### Suspension and Expulsion of Pupils from School

Suspensions and expulsion from school shall be used as a means for discipline only for serious offenses against the welfare of the school or for gross violation of the rules of the school and only

in cases where other forms of discipline are not likely to be sufficiently effective. CDCS will show documentation of intervention methods attempted in the school setting prior to out of school suspension, emergency removal, and/or expulsion occurs.

The principal or vice principal may suspend a student from school for a period of time not to exceed ten (10) school days for one infraction. An Intent to Suspend must precede the letter to suspend giving the student/parent time to address the issue for correction. The principal may assign an emergency removal for up to ten (10) days and/or an intent to expel when code of conduct violations occurs. The expulsion hearing must be scheduled and occur within the ten (10) days of emergency removal. If the parent is unable or unwilling to attend the hearing, it must still occur noting on the documentation all persons present. In the case of a firearms violation or the threat of using a firearm, the School Administrator must expel the student for one calendar year. Also, in the case of a knife violation the expulsion must be for a period of time up to one calendar year. All other violations that merit an expulsion must fall between 45 – 80 days. Suspensions and expulsions may cross semesters and school years. If the offense is one for which a school may seek permanent exclusion, then the notice will contain that information.

The principal has statutory authority to reduce the duration of a dangerous weapons expulsion on a case-by-case basis, taking into account:

- Academic and extracurricular activity record of the student;
- Disciplinary record of the student;
- Social history of the student;
- Response to prior discipline and sanctions;
- Seriousness of the offense and any aggravating circumstances;
- Any mitigating circumstances;
- Evidence regarding the possible danger to other pupils and employees if the student returns to school;
- Evidence regarding the probable disruption of the graded course of study;
- Availability of less serious sanctions that would permit the student to stay in school without conflict with either (7) or (8); and
- Student's age and grade.

#### Suspension and Expulsion of Pupils from School (continued)

The suspension and/or expulsion of students shall be made in strict compliance with the code of conduct.

Student discipline is guided by the Code of Conduct. This code includes, but is not limited to, the Code of Suspension, Expulsion and Removal as required by the Ohio Revised Code and the rights and responsibilities of students, parents, and staff. Suspension and expulsion should be used as a last resort and/or for behavior which is dangerous to students and staff members. In-school and out-of-school suspensions and expulsions, as well as discipline referrals beyond the classroom level, will be documented in a district-wide format.

#### Alcohol, Illicit Drugs and/or Hallucinogenic Substances

It is the intent of the Board to eliminate alcohol and illicit drug usage and trafficking in CDCS and at all City Day-sponsored activities. Any pupil found guilty of possessing, using, buying, offering to buy or sell, purporting to sell, and/or selling alcohol, illicit drugs, or counterfeit drugs, shall be expelled from school.

All school staff, certificated and non-certificated, are expected to report to the principal any knowledge of a pupil known or suspected of violating this policy. Failure to do so will be viewed as dereliction and become grounds for appropriate disciplinary action.

A student expelled for using/possessing alcohol or controlled substances may be conditionally reinstated in school after the student's drug education/treatment agency provides UYA with an assessment of the student's need for education or treatment and recommends the conditions under which the student is ready to return to school. The student's remaining in school is based on his/her active participation in a program as shown in weekly progress reports submitted by the education or treatment agency. Students expelled for selling or distributing alcohol or controlled substances are not eligible for a conditional reinstatement in school.

All cases involving illicit or counterfeit drug or alcohol usage, possession and/or trafficking will be turned over to the appropriate legal authority. This policy is in addition to all statements regarding drug offenses currently identified in board policy 5113.2, Code of Suspension, Expulsion and Removal of Students.

#### Suspensions, Expulsions and Removal of a Student with a Disability

A student with a disability is expected to obey all school rules and regulations the same as a student without a disability. When a student with a disability violates the established behavior code of the school, discipline shall be administered in accordance with this policy. CDCS will show documentation of intervention methods attempted in the school setting prior to out of school suspension, emergency removal, and/or expulsion occurs.

#### Suspension

A student with a disability may be suspended for up to ten (10) days in a school year. If a student with a disability is to be suspended for more than ten (10) days in a school year, an appropriately constituted I.E.P. team can be convened by the principal or designee to determine if there is a causal relationship between the misconduct and the disability. If the team concludes that there is no causal relationship between the misconduct and the disability, the student may be suspended according to the policy of general students. If a causal relationship is found to exist, the student shall not be suspended. The team may make a change in services or the location and/or delivery of services.

#### Expulsion

Prior to expelling a student with a disability, an appropriately constituted I.E.P. team must be convened by the principal or designee to determine if there is a causal relationship between the misconduct and the disability. If the team concludes that there is no causal relationship between the misconduct and the disability, the student may be expelled under the student Code of Conduct. If a causal relationship is found to exist, the student shall not be expelled. The I.E.P. team may make a change in eligible services or location and/or delivery of services.

#### Removal

A student with a disability may be removed from school on a temporary basis for health and/or safety reasons.

#### Individualized Education Plan (I.E.P.) (Discipline)

To the extent appropriate for a student with a disability, the I.E.P. when developed should include

a statement reflecting the discipline steps that will be utilized in the event of misconduct.

#### Continuous Service

When a student with a disability is expelled from school, services must be continued and be provided as determined by the L.E.P. team.

#### Permanent Exclusion

The Board may seek the permanent exclusion of a student 16 years of age or older who is either convicted in criminal court or adjudicated delinquent by a juvenile court of any of the following offenses that occur on school grounds or at a school function.

Illegal conveyance or possession of a deadly weapon or dangerous ordinance, carrying a concealed weapon, aggravated trafficking, trafficking in drugs, trafficking involving the possession of a bulk amount of a controlled substance or the sale of a controlled substance and/or

Aggravated murder, murder, voluntary or involuntary manslaughter, felonious or aggravated assault, rape, gross sexual imposition or felonious sexual penetration, if the victim is a district employee.

In addition, complicity in any of the above acts may be the basis for permanent exclusion. Any building administrator witnessing, or having knowledge of, one of these acts must report the incident to the School/Administrator or Administrative Team within 24 hours, whether or not the student is over 16 years of age.

If the School Administrator receives notification that a student has been found guilty of or is adjudicated delinquent for any of the listed offenses, he will determine whether the student's continued attendance in the district endangers the health and safety of other students or school employees or whether his attendance poses a danger of disruption to the district's graded course of study. If s/he determines that either danger exists, he may recommend that the Board adopt a resolution requesting the State Superintendent of Public Instruction permanently exclude the student from attendance in any Ohio school. Written notice of the School Administrator's recommendation for permanent exclusion will be provided to the student and his parent, guardian or custodian.

The Board will act upon the School Administrator's recommendation within 14 days. Among the items the Board will consider will be information on:

- Academic and extracurricular activity record of the student;
- Disciplinary record of the student;
- Social history of the student;
- Response to prior discipline and sanctions;
- Seriousness of the offense and any aggravating circumstances;
- Any mitigating circumstances;
- Evidence regarding the possible danger to other pupils and employees if the student remains in the district;
- Evidence regarding the probable disruption of the graded course of study; and
- Availability of less serious sanctions that would permit the student to stay in the district without conflict with either (7) or (8).

The Board may allow for the hearing of witnesses and the presentation of additional evidence

before the Board or its designee.

If the Board adopts the resolution to permanently exclude the student, the Board will:

- Forward the written resolution, together with the adjudication or conviction and a copy of the student's entire school board, to the State Superintendent.
- Promptly designate a representative to present the district's case for permanent exclusion to the State Superintendent; and
- Forward a copy of the resolution to the student and his parent, guardian or custodian.

If the State Superintendent rejects the resolution, then the student shall be re-admitted to other districts. The CDCS Board may assign permanent exclusion for its district if just cause is found. No employee shall knowingly admit, or cause by inaction to be admitted, any student who has been permanently excluded.

#### Re-Admission

If, in the opinion of the School Administrator, a permanently excluded student no longer represents either a danger to the health and safety of other students or staff, the district may, in some instances, seek the re-admission of the student.

On the recommendation of the School Administrator, the Board will consider a resolution requesting the State Superintendent to revoke the permanent exclusion. If the Board adopts the resolution it will be forwarded to the State Superintendent, along with the reasons for the resolution and all relevant information.

#### Probationary Admission Following Permanent Exclusion

Under state law, a student permanently excluded from school may request probationary admission for 90 days in any public school district.

If a student requests consideration of probationary admission into this district, the Superintendent may enter into discussions with the student and his parent, guardian, custodian or their designee to develop a probationary admission plan designed to meet the educational needs of the child and the disciplinary requirements of the district.

If a satisfactory plan is developed, then the School Administrator will recommend the Board allow the student to attend classes within the district. The Board will act on the recommendation within 14 days.

If a student violates the terms of the re-admission plan, then the School Administrator may immediately remove the student pending action by the Board. The Board's action must take place within five (5) days from receipt of the School Administrator's recommendation to revoke the re-admission.

A student in compliance with his probationary re-admission plan may request with an extension of the plan for an additional 90 days or for the School Administrator to recommend that the permanent exclusion be revoked.

#### Examinations, Grading, Progress Report, Promotion

In grades seven through twelve quarterly written examinations based on predetermined objectives

will be developed and administered by teachers in all academic disciplines. Copies of each teacher-made examination must meet the principal approval. Periodic observations and checks will be made by the principal or designee for proper testing practices.

CDCS advocates high pupil and teacher expectations and performance. To this end, the instructional program is organized to provide effective teaching that enhances academic success and minimizes failure. Appropriate means of measuring and reporting progress to pupils and parents are key elements in providing an educational program that builds upon student success.

With these factors in mind, the Administrative Team shall establish suitable procedures for placement, grading, progress report, and promotion. All placement, grading, progress report, and promotion practices shall be uniform.

#### Cumulative Records/Privacy Law Policy

CDCS shall establish and maintain a cumulative record on each student enrolled in grades K-8. Each record is an invaluable tool in guiding the student's education and career development and is equally vital to the efficient administration of the school system in areas such as instruction, guidance, and research. Therefore, the cumulative record shall minimally contain a body of identifying student information. This information shall include name and birth date of student (verified by a birth certificate), names of parents or guardian, academic work completed/Transcript from previous school (including course titles and grades earned), and standardized achievement test scores, record of immunization, and attendance data.

The information shall be updated as needed so that the record is current while the student is enrolled. Since the record is owned by the student and his/her family (Family Rights and Privacy Act), provision shall be made to protect the student's rights of privacy. Therefore, the cumulative record shall be properly secured and safeguarded in each school under the supervision of the building principal. The records may be accessed only by authorized school personnel, custodial guardian, or others having a legitimate/legal interest.

Records shall be transferred in a timely and orderly manner as students move from school to school. The records of the school system concerning an individual student shall be used in accordance with state and federal laws and shall not be made available to any person or organization without prior written permission of the student's parent, legal guardian, or from the student if he is over eighteen years of age, except directory information consisting of a student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities, dates of attendance, date of graduation and awards received and other similar information. However, such directory information shall not be released to any group or person for use in a profit making plan or activity.

A parent, legal guardian or eligible student objecting to the release of directory information must file a written objection within days of the annual announcement of this policy.

Authorized persons seeking to obtain copies of student records shall pay for the cost of reproduction. School records for the purpose of this policy shall be student's cumulative, psychological, health, special education, guidance and visiting teacher records and student information on file with the Census Office.

#### 8TH Grade Commencement Exercise



**Eighth (8) Grade commencement exercises shall be held annually in May or June. Before participating in the graduation ceremony, students must have passed all Ohio proficiency tests/OAT required for graduation and all other requirements by the CDCS.**

#### **Destruction of Property**

The definition of "destruction of property" is as follows:

- e The destruction, damage, attempts to deface, threats to deface, and/or vandalism of school or public property used by the school including but not limited to breaking windows, graffiti, destroying restroom fixtures, the use of paint or any other materials to deface school property, including furnishings and equipment housed within or upon the school's property.

The principal and other appropriate administrative officers are to collect damages from pupils who willfully damage or take property belonging to the CDCS as promptly as the amounts of such damages can be determined; also the Executive Director is to bring to the attention of the Board for possible action through the civil courts those cases in which the perpetrators and/or their parents have failed, after 30 days' notice, to make full and proper restitution to CDCS. It is the responsibility of the school principal and other appropriate administrative officers to report criminal activity to the police division and file a vandalism/theft report.

In accordance with provisions of Section 3313.642 of the Ohio Revised Code, the Board authorizes the principal to impose charges, not to exceed replacement costs, upon pupils who are responsible for loss, damage, or destruction of school apparatus, equipment, musical instructions, library materials, textbooks or supplemental materials, and for damage to school buildings or grounds. Enforcement of the payment of such charges shall be accomplished by the withholding of grades and credits, if necessary, until such obligations are met.

#### **Organization Dues**

Dues for membership in any school student organization or class may be charged, but may not exceed the maximum amount approved for such dues by the Administrative Team.

#### **Student Activity Fee/School Fee**

The principal may at his/her discretion combine two or more of the fees used to finance student activities and collect them as a single activity fee. The proceeds of any such combined fee shall be distributed so as to finance only those student activities for which the combined fee is collected. The student activity fee may be kept in a separate account from the school major accounts but labeled as the "Petty Cash fund" for student activities.

A \$50 per year school fee is asked of each student a CDCS. For families who have multiple children enrolled at CDCS, the cost will be \$50 for the first child and \$10 per child thereafter. School fees will not exceed \$70 per year per family. The cost will cover items such as extra in-class school supplies, extended education program supplies, school activity fees and materials, class related field trips and Club memberships. (Some field trips may require additional entry fees). Payments are due in a lump sum or may be paid in increments by the start of each quarter. Methods of payments are cash, money order, or certified check only.

#### **Vaccination and Immunization**

No student shall be admitted as a pupil in school who is in violation of the requirements for immunization and vaccination as specified in the Ohio Revised Code and/or required by the

## Montgomery County Health Department.

### Health Services

CDCS shall cooperate with the Montgomery County Board of Health to insure student compliance with state and local immunization laws and to insure communicable disease control.

### General School Health and Safety Measures

All staff shall observe all instructions of the Administrative Team in regard to health and safety, and shall plan and regulate conditions in their classrooms with due concern for the mental and physical health of their pupils. They shall take every precaution within their control to protect personnel from accident or injury from fire, machinery, and temporary hazards due to maintenance or improvement activities on school property.

Teachers shall report all cases of accident or serious illness promptly to the principal via documented incident report. In case of accident, the teacher shall promptly report the facts to the principal on the form furnished for that purpose and shall also promptly report the facts to the child's parent or guardian using the written report form. The school will call phone numbers of students or call 911 when necessary.

### Communicable Diseases

CDCS believes the health and welfare of the school community is of the highest priority. It is essential to control communicable diseases in schools and in administrative offices/centers. A communicable disease will be defined as an infection that may be transmitted to a susceptible person by direct or indirect contact with an infected individual. School personnel are responsible for notifying the appropriate authority whenever they become aware of a communicable disease case in accordance with Administrative Procedure.

### Pregnancy/Parenthood

CDCS affirms the right of a pregnant student and the father (if a student) to continue participation in the school program and will make every effort to provide an uninterrupted program for such students.

As soon as the pregnancy is medically confirmed, the student should consult with the appropriate professional member of the school staff to plan her educational program. With a staff member involved, the student may select one of the following educational plans or suggest alternatives:

- She may remain in her present school program, with reasonable accommodations, until the birth of her baby is imminent or until her physician states that continued participation would be detrimental to her health.

If the physician states that she is physically unable to attend school, she may temporarily receive home instruction from a "Visiting Teacher (VT)" until her physician states that she is physically able to return to school.

### Child Abuse Policy

Pursuant to section 2151.421 of the Ohio Revised Code, when a report of suspected child abuse or neglect has been made, it becomes the duty of the County Department of Human Services of Children's Services Board, in cooperation with law enforcement authorities, to institute an investigation. An investigator, acting pursuant to the statute, is required to either obtain parental consent or permit a school official to be present before interviewing a child on school property in such investigation. CDCS is obligated under the O.R.C. to inform any and all suspected or

confirmed child abuse to the proper authorities. CDCS staff must first inform the Administrative Team and follow the proper procedures for these issues.

#### Student Harassment, Intimidation and Bullying

City Day Community School is committed to ensuring an environment conducive for learning and free of any acts of harassment, intimidation or bullying of any of its student population. To this end CDCS shall provide annual training and/or assemblies for all students and staff to heighten the awareness and address the penalties and consequences to be imposed by the school to the fullest extent of the law pertaining to anyone found guilty of student harassment, intimidation or bullying.

#### Student Lockers

Student lockers are provided as a convenience, to be used for limited purposes. These lockers belong to CDCS. Students are not allowed to bring personal locks. Combination locks will be provided by the school and signed out to students. Students who misplace or damage locks or lockers will be assessed a fee of \$5. Students have exclusive use of their lockers as to other students, but not to official representatives of the school. The Administrative Team and their representatives have a duty to inspect student lockers whenever they consider it appropriate for the following reasons:

- To encourage cleanliness and a healthy environment.
- To prevent waste accumulation.
- To promote safety, health, welfare and fire prevention.
- To recover stolen or missing property.
- To prevent storage of unauthorized, illegal or dangerous items such as weapons, drugs, narcotics, drug paraphernalia, alcohol.

#### Grounds Used for Search

As to specific students, if in the judgment of principals or their designees, there is a reasonable suspicion to believe that the unscheduled inspection of a specific locker may promote the reasons listed above, the locker will be opened in the presence of an adult witness. Except where factors of safety, health or the welfare of the school community dictate otherwise, reasonable effort will be taken to notify the student in advance, inform him/her of the grounds for the inspection, and give him/her an opportunity to be present during the inspection.

As to general locker searches, the principal or his/her designee may conduct random searches of lockers. Reasonable suspicion is not needed to conduct random locker searches. Searches of all or a limited number of lockers may be conducted at any time.

If any item is confiscated or removed because it is unauthorized, illegal or dangerous, the entire contents of the locker will be inventoried, the grounds for the inspection will be documented, the student will be given an opportunity to explain the presence of the confiscated or removed items, appropriate disciplinary action will be taken and appropriate authorities notified. The Administrative Team will work with staff to assure that all pupils are aware of this policy.

#### Special Education/Child Find

City Day School Board, as an expression of its commitment to provide a free appropriate public education for children with disabilities in accordance with state and federal laws, rules, and regulations, does hereby resolve to implement the following policies:

1. Child Identification:

Ongoing efforts will be made to identify, locate, and evaluate children below 22 years of age, who reside within the district and have a confirmed or suspected disability in accordance with all federal regulations and state standards.

2. **Procedural Safeguards:**

The child with a disability and his/here parent shall be provided with safeguards, as required by law, throughout the identification, evaluation, and placement process, and the provision of a free appropriate public education to the child.

3. **Multi-Factored Evaluation**

A multi-factored evaluation will be provided for children with disabilities by ensuring that children are assessed in their native language or other mode of communication; tests are used for their validated purposes; children are evaluated in all areas related to their suspected disability; testing is conducted by a multidisciplinary team; testing materials and procedures are not racially or culturally biased; tests are administered by trained personnel qualified in accordance with all federal regulations and state standards; tests are administered in conformance with the instructions provided by the producer; and, that medical evaluation, when required as part of the multi-factored evaluation, shall be provided at a cost to the parent by a licensed physician designated by the School Administrator or her designee.

4. **Least Restrictive Environment**

The education of children with disabilities shall occur in the least restrictive environment; special education programs and services shall be appropriate and designed to meet the unique needs of each child with a disability; to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, shall be educated with children who do not have disabilities; special classes, separate schooling, or environment, shall occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

5. **Confidentiality of Data**

The confidentiality of personally identifiable data relating to children with disabilities and their parents and families shall be protected at collection, storage, disclosure, and destruction and that one official of this school shall be assigned the responsibility for protecting the confidentiality of personally identifiable data. The school follows all federal regulations and state standards related to the confidentiality of data.

6. **Due Process**

Procedures will be used that allow differences of opinion between parent(s) and this school or between agencies and this school, to be aired and resolved; and that the procedures shall provide for utilization of case conferences, administrative reviews, impartial due process hearing, and state level appeals and appeals to the courts that involve the district's proposal or refusal to initiate or change the identification, evaluation, or educational placement of the child, or the provision of free and appropriate public education (FAPE) to the child. Furthermore, the rights of children with disabilities shall be protected when the parents cannot be identified or located, when the child is a ward of the state, or when the child is without a formally declared legal representative.

7. **Surrogate Parent**

Whenever the parent(s) or guardian(s) of a child with a disability are not known or cannot be located, or when the child is a ward of the state, the child's rights shall be protected through the assignment of an individual (who shall not be an employee of the state education agency, local education agency, or intermediate educational unit involved in the education of the child) who will serve as the child's surrogate parent.

8. **Testing Programs**

Students with disabilities shall participate in local and statewide testing programs to the maximum extent appropriate. Individual exemptions shall be determined only during an IEP conference. The Special Education Coordinator shall administer the local implementation of these state procedures, in accordance with state and federal laws, rules, and regulations, which will ensure fulfillment of the policies contained herein.

Participation in Competency-Based Education by Handicapped Students

Handicapped students served in a special class/learning center or on home instruction may participate in competency-based education with their parents' signed agreement of the students' I.E.P.

Handicapped students served through supplemental services or individual/small group instruction will participate in competency-based education unless their parents specifically reject such participation on the students' I.E.P.

Handicapped Students' Participation in Proficiency Testing

No student with an active I.E.P. may be required to take, nor be prohibited from taking the proficiency tests. The student's parent/legal guardian or the student eighteen (18) years of age or older will specify, in writing, the intent to participate/not participate in proficiency testing.

Gifted Policy

CDCS Administrative Team shall identify gifted students in grades seven through twelve as needed. CDCS Administrative Team shall test any student thought to be gifted and that exhibits the following examples (this list is not all inclusive). All students will receive a modified curriculum for their subject area(s).

Examples of Gifted students - The CDCS Administrative Team will consider:

- A student exhibiting "superior cognitive ability"
- A student exhibiting "specific academic ability" superior to that of children of similar age in a specific academic ability;
- A student exhibiting "creative thinking ability" superior to children of a similar age;
- A student who scored two standard deviations above the mean, minus the standard error of measurement, on an approved individual standardized intelligence test administered by a licensed psychologist;
- A student exhibiting "visual or performing arts ability" superior to that of children of similar age.

Medication Storage and Record Policy/Inhaler Policy

According to C.R.C. 3314.712, 3313.716, AND 3314.14 -- All doctor prescribed medicine will be held in the front office in a locked cabinet. When it is time for the student to take their

medicine, a member of the Administrative Team or designee will give the student the medicine bottle while supervising him/her taking the prescribed dosage. A medicine log will be kept with each child's medicine bottle and an entry made each time the correct dosage is taken. Each student must have a permission form completed and signed by the doctor.

The only exception is the use of an Asthma Inhaler. In this case, the permission form from the doctor must be in the file but the student is allowed to keep the inhaler on his/her person. It is the intent of UYA's Board to comply with state legislation and to cooperate with police officers in attempting to locate missing children.

The presentation of a birth certificate and copies of records from the previous school shall be required of each child upon admission to CDCS. As required by law, if such records are not presented within fourteen (14) days, the building administrator shall notify the police that the student may be a missing child.

Upon verification that a child is absent from school, school personnel shall notify parents of such absence as soon as possible. The principal shall provide access to a student's records by a law enforcement officer who is conducting an investigation of a student who may be a missing child.

The principal shall request from any photographer authorized to take school pictures that a wallet size photograph to provided free of charge for inclusion in the students' files. The picture may be made available to law enforcement officials should the student become a missing child.

To facilitate the location of missing children, the Board may, in cooperation with local law enforcement agencies, develop a fingerprinting program within the district.

All school employees are expected to fully cooperate with law enforcement officials in the investigation of missing children. The Superintendent shall direct that an appropriate set of procedures be developed to implement this policy.

## **INTERNAL BOARD POLICIES**

### Use of Service Fund

The Board shall, by resolution, set aside from the general fund, a sum of money to be known as the "Service Fund", to be used only in paying the expenses of members of the Board actually incurred in the performance of their duties, or of their official representatives for the purpose of promoting the welfare of the school. Payments from this fund are to be made only on formal statement of expenses of the member, or their official representative, furnished at the next succeeding meeting of the Board.

### Reimbursable Travel for Official Board Business

All expenditures must be reported. This form shall be submitted to the treasurer for inclusion in his report to the Board at the next succeeding meeting, after completion of the travel assignment. Receipts must be obtained for all common carrier travel, registration, and lodging expenses. The traveler will be reimbursed for his/her expenditures.

### Transportation Cost -- Common Carrier

Commercial transportation (i.e. taxi cabs) fees for official school business will be reimbursed when receipts are presented to the Treasurer. The Board Office secretary will assist in making

travel arrangements for official business trips. Tolls and parking fees paid for official school business are also reimbursable when using a rental car if original receipts are presented to the Treasurer.

**Personal Car** – Reimbursement will be made at the current mileage reimbursement rate approved by the IRS. Tolls and parking fees for official school business are reimbursable if original receipts are presented to the Treasurer.

Board members and CDCS staff are requested to use the guidelines below in charging the Service Fund for travel expenses throughout the trip. Regarding specific situations, the following guidelines are provided:

- Lodging – All lodging will be reimbursed up to \$80.
- Meals – Actual cost of meals while in travel status will be reimbursed as follows:  
Breakfast - \$10, Lunch - \$15, Dinner \$25 (this includes tax & gratuity)
- Registration – The actual cost of registration fees will be paid by CDCS for any registrations that have prior approval of the Board. School District Record Retention and Disposal

The Board establishes that the school district records retention will be a maximum of five (5) years as per the state law. The records secretary shall report to the board what records should be destroyed and the board will direct the destruction of the appropriate records after approval and listing it in the minutes. If the school closes, all records will be immediately turned over to the sponsor for proper distribution.

### **PROCEDURES FOR PERFORMANCE EVALUATION OF THE TREASURER** (To be included in the Treasurer's Contract)

The Treasurer shall complete a self-assessment by August 1 of each year. This report shall be transmitted to the Finance Committee together with the Treasurer's statement of the extent to which existing job targets have been met. The Finance Committee shall forward this job target statement to all board members. The evaluation of the Treasurer by the Finance Committee will be attached.

At the completion of the process, signatures will be affixed and copies distributed as follows: (a) original to Treasurer; (b) copy to President of Board; and (c) copy for Treasurer's official personnel file. For the evaluation process which occurs in the last year of the contract notice of non-renewal shall be given by the end of April.

### **NON-INSTRUCTIONAL OPERATIONS**

#### Definition of School Location

CDCS building grounds which belong to the Board or to any school which is held or used by the Board of Education or to any school on lease or loan shall be deemed to be school property.

#### Display of Flags

The United States flag shall be displayed at the school building during those days school is in session. No other flag shall fly above the United States flag which will be accorded proper care and respect at all times. The Ohio State and the U.S.A. motto shall be posted within the school building. The flag of the United States shall be displayed in the school at all times.

### Damage to School Property

Administrative regulations shall be established to minimize the wear of and to prevent damage to the property, and all users shall be bound thereby. In case of damage, the user shall be responsible to the Board for the amount of such damage.

### Removal of School Property

Property of the Board shall not be taken from the school building, office, or grounds for private use or for loan to any employee or other individual or to any outside organization except under conditions defined by the School Administrator. This must be reported to the board in writing.

### Alterations; Moving of Equipment

The approval of the School Administrator shall be required for any alteration of any school building or grounds; for transfer from one building to another of equipment or other school property assigned to a specific building; or for the movement within a building of heavy machinery or equipment or of any machinery or equipment which cannot be moved without subsequent repairs, painting, or alteration of any part of the building including the electrical and plumbing facilities thereof. All moves must be reported to the board.

### Memorials in School Buildings or on School Grounds

No individual or group of individuals shall be permitted to erect any honor roll, memorial, or other structure of any kind in a school building or upon school grounds, except by special permission of School Administrator. Such permission will not be granted for any permanent structure unless it has utilitarian value in the operation of the school plant, and/or it is erected in memory of some individual or group of individuals who have been associated with the school either as pupils or employees.

Permission to erect any temporary structure shall be given only on condition that the structure will be removed within a reasonable time and that the premises will be restored to the condition in which found.

### School Meetings; Free Permits

Whenever it will not interfere unduly with the regular program of the school, the school facilities may be used for any meeting, program, entertainment, or other activity sponsored by the school authorities, by any parent-teacher or similar association, by any recognized group of school employees, or by any approved character-building youth group.

The School Administrator shall establish certain hours during which such meetings or other activities may be conducted without charge to the user, it being the intention of the Board that such free use of school facilities be confined insofar as possible to the times when additional heat, electricity, and employee service are not required. Whenever a building is used outside the hours thus established, a charge shall be made to cover the extra heat, electricity, and employee service involved.

The School Administrator may establish a limited number of free permits to be allowed each year outside of said hours to a school, to a parent-teacher or similar association, or to a recognized group of school employees, and no charge shall be made for the use of school facilities under such free permits. After the quota of free permits has been exhausted, the school or organization using the facilities shall pay a fee to cover the cost of any additional heat, electricity, and employee service required of such use of the facilities.



### Closing of School in Emergencies

The School Administrator is authorized in severe emergencies to close school.

### Entry Upon School Grounds and Premises

Visitors to the school are always welcome at City Day. However, in accordance with Ohio law, the following rules will be observed. These rules shall be posted in conspicuous places upon the various school properties as directed by the School Administrator on the authority contained in Section 3313.20 of the Ohio Revised Code.

- During school hours all persons other than the school's students, staff, or faculty must have permission from the Director or his/her designee to enter upon or to be present upon school grounds and premises.
- Persons desiring to visit, who have not obtained permission in advance, must, upon entering the building, report to the office to obtain permission.
- Permission to enter or remain upon school grounds or premises may be granted by the Director or the designee only for such purposes as are consistent with the proper operation of the school and in conformance with the laws of Ohio and regulations of the Board.
- Persons attending events or activities sponsored or permitted by the school or Director thereof may enter and remain on those parts of the premises used for such events of activities, but shall not go beyond such areas.
- Persons desiring to enter upon school grounds during periods of construction of school property or prior to the time when newly constructed properties have been open for school use shall obtain permission in advance or upon entering from the Board's representative on the premises.
- Presence upon school grounds or premises other than in conformance with the provisions of this regulation shall constitute a trespass and shall be subject to prosecution.

### Legal Action to Protect Property

It shall be the duty of any employee to use all means within their control to see that the school property and personnel are protected to the fullest extent of the law. Since the Board, as a corporate entity, may not assume responsibility for causing the arrest of one who has committed an offense on school property, said employee who witnesses the act must assume such responsibility. The Board will support its employees in the discharge of this duty to the fullest extent possible.

### Alcoholic Beverage Permit Restriction

It shall be the policy of the Board to oppose the issuance of any alcoholic beverage permit which allows the sale of such products for consumption on their premises where sold to any business operated within a distance of 500 feet from CDCS's boundaries.

### Operation of Motor Vehicles on Property

The School Administrator or his/her designee shall establish rules for the operation and parking of motor vehicles on the site. Nominal parking fees may be established to cover costs of registration and identification materials. Revenues shall be used to maintain parking areas and posted signs. CDCS is not responsible for any damages to motor vehicles on said property.

### District School Conversion to an Alternative School

When a decision is made to implement or relocate which necessitates closing the current school

location, the School Administrator – after considering all site locations, together with site recommendations from the administrative staff – will make a site recommendation to the Board.

#### Site Designation Process

Although the school will relocate, the Board's goals, mission, and philosophy will not change. CDCS's goal must be to secure a new location in time to open no later than September 30<sup>th</sup> of the upcoming school year. All developments will be summarized for the public during the board meetings.

#### Energy Management

It is the policy of the Board to use energy as conservatively as possible. The School Administrator or designee is charged with the responsibility to:

- Maximize energy conservation while maintaining a healthy and comfortable learning environment for students and staff;
- Maintain and operate all facilities and equipment for the optimum utilization of energy;
- Develop facilities and equipment upgrading programs for the conservation of energy, subject to the availability of funds;
- Provide in-service training for staff and students on energy conservation rationale and techniques, subject to the availability of funds;
- Encourage closing off underutilized classrooms and/or wings of schools with declining enrollment to conserve energy costs;
- Design new schools and additions for optimum energy conservation, subject to limitations of school program and construction costs.

#### Waste Management

Waste management will be contracted to reputable waste management companies.

#### Transportation of Pupils

The charter school law requires that Dayton Public Schools (DPS) provide transportation for our students. CDCS will adhere to DPS rules and regulations. Transportation for special events will be charged to the student.

#### Supervision of Transported Pupils

A primary concern in the transporting of pupils is their safety. The Board advises all parents of children being transported that the parents are responsible for their children's safety and well-being until they board the bus or taxi for departure and again when they return to their district school or drop-off point. Parental responsibility extends to bus stops and pick-up points including those established on school grounds for convenience of pupils. While being transported, the transportation contractor is responsible until the children reach their destinations.

#### Lunchrooms

The Board shall offer school lunch for the benefit of pupils and employees. Free- or reduced-priced meals will be made available to all pupils whose parents or guardians make application and qualify under the income scale guidelines established for the National School Lunch Program. There may be times that students will eat lunch in their classrooms.

#### Sale and Consumption of Nutritional Foods

The Board supports the National School Lunch and Breakfast Program. Each day school is in

session food will be served approved under United States Department of Agriculture guidelines during scheduled breakfast and lunch periods.

Prior to and during serving times, no foods shall be sold to students including vending machines within the building other than the lunchroom. Sales or consumption of foods at other times other than the lunchroom may be approved by the Executive Director in accordance with the following guidelines. Foods offered for sale to students should be nutritious and low in concentrations of sugar, fats, and salts. Recommended items by the Food Service Branch are:

- Milk
- Pure fruit juices
- Peanuts and other nuts and seeds (preferably unsalted)
- Peanut butter and crackers
- Cheese and crackers
- Popcorn (unsalted or lightly salted)

Fund-raising food sales for clubs and organizations are optional, but if used, must be conducted after the scheduled lunch period. In lieu of selling food and beverages, items such as candles, novelty toys, stationery, light bulbs, plants, and flower seeds may be sold for fund-raising purposes. Profits from vending machines are subject to guidelines set forth in policy 3257.3.

Food sales to staff during the school day and to students after the end of the last lunch period may include candy, carbonated drinks, and snack foods. In accordance with provisions of the Ohio Revised Code, all sales made in the lunchroom during the school day must accrue to the Food Service Account.

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- Milk
- Pure fruit juices
- Peanuts and other nuts and seeds (preferably unsalted)
- Peanut butter and crackers
- Cheese and crackers
- Popcorn (unsalted or lightly salted)

#### Breakfast Snacks and Lunches

Breakfast snacks and lunches will be offered in accordance with the National School Lunch and Breakfast Program. All lunchroom employees will be contracted with the service contractor used by CDCS.

#### Food Services for Needy Children

In the belief that helping meet the nutritional needs of children is an integral part of its educational responsibilities, CDC all participate in the National School Lunch Program and shall abide by the provisions of the National School Lunch Act as amended by Public Law 91-248. Copies of the policies and guidelines with respect to determining the eligibility of children for free lunches and reduced price lunches shall be kept on file in the office of the Foods Services Branch.

## **Conflict of Interest/Related Party Policy**

Any Board Member, officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the School's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during in the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest "policies requiring".

and/or the Superintendent/Principal based on guidelines stipulated in the "Due Process" section of this handbook. The Governing Board shall not intervene in any matters pertaining to school personnel, except issues directly related to the Superintendent/Principal, (including discipline, terminations or job performance evaluations) unless requested by the Superintendent/Principal to do so. The Board shall, however, provide input, guidance and feedback concerning all forced lay-off or staff reduction measures.

- 1.2 The Superintendent/Principal is responsible for interviewing, evaluating and recommending the hiring and firing of the City Day staff to the Governing Board. The Superintendent/Principal shall supervise, generally supervise, and/or designate supervision for all management, teaching, clerical and other non-teaching employees.
- 1.3 The school year for City Day Community School will generally coincide with the operating schedule of the Dayton City School District.
- 1.4 City Day Community School will operate the school in strict accordance with all applicable federal, state, and local laws.

## 2.0 \* **Employment Policy and Procedure**

City Day Community School will not discriminate on the basis of race, creed, color, religion, national origin, sex or disability in its hiring and employment practices and policies.

- 2.1 **Employment-at-will:** City Day Community School is based upon an employment "at will" arrangement, meaning that employment can be terminated at any time by either party (employee and/or employer) with or without cause. Hence, City Day Community School shall maintain its right to terminate its employer relationship with the employee at any time. Should an employee leave the organization, whether by resignation or termination, City Day Community School has up to 60 business days to make any reimbursements or final lump sum payments.
- 2.2 **Fulltime, Part-time and Temporary Employment:** Regular fulltime employment means having the status of a salaried and exempt employee that works a regular schedule of at least thirty-six (36) hours per week.
  - Regular Part-time Employment means having the status of an employee that is hired for an indefinite period but whose work schedule is less than thirty-six (36) hours per week.
  - Temporary Employment means having the status of an employee that is hired for a specific limited period and who works less than thirty-six (36) hours per week.
- 2.3 **Job Descriptions and Job Changes:** All employees of City Day Community School will be given a job description of the duties and responsibilities for the job they are hired to do. Please be advised however that such duties may change at the directive of the Superintendent/Principal and therefore all job descriptions are subject to updates without prior notice. In such cases, every reasonable effort will be made to inform employees of pending or immediate changes.

**2.4** Nepotism: No employee of City Day Community School shall hold a position with the school over which a member of his or her immediate family or household has supervisory responsibility over them. For the purpose of the policies and procedures outlined in this handbook, a member of the employee's immediate family shall include any of the following persons: husband, wife, father, mother, brother, sister, in-laws, grandparents, legal guardian, stepparent, step child or grandchild.

**3.0** **Work Environment, Communications and Conduct**  
City Day Community School strives to provide a working atmosphere that encourages productivity and high performance work ethics. To that end the following guidelines apply:

**3.1** Work Environment: All employees of City Day Community School are entitled to work in an environment that is free from hostility, harassment, intimidation or discrimination based on race, creed, color, religion, national origin, age, sex or disability.

**3.2** Communications: Employees will periodically receive information on the school's plans, programs and progress. Information will be shared during staff meetings, by letters, written directives, memos, bulletins board postings, emails, etc. Questions or concerns about working conditions, pay, benefits, job performance, or all other work-related matters should be directed to the administrative staff. If questions or concerns are not addressed or not able to be addressed in a reasonable period of time (within 2 weeks), employees may direct their questions or concerns in writing to the Superintendent/Principal.

**3.3** Public Statements: No employee of City Day Community School (except for the Superintendent/Principal) shall make any public statements to the news media or other public information source (except for government entities) regarding City Day Community School without direct clearance from the Superintendent/Principal or the school's governing board. This includes statements pertaining to the school's records, policies, positions, programs, activities, personnel or general business operations. Any violation of this policy will be considered a serious infraction and may be grounds for disciplinary action up to and including termination of employment.

**3.4** Public Appearance: Any City Day Community School employee who is asked by an outside organization to appear as a guest speaker or participate in an activity or event as a representative of City Day Community School must obtain prior approval from the Superintendent/Principal before accepting such offer.

**4.0** **School Operating Schedule**

City Day Community School is a professionally operated organization that runs based on a consistent schedule to ensure proper and adequate service to the children, families and the community that we serve. Therefore, the following stipulations shall apply:

**4.1** Hours of Operations: As a general rule, the school day begins at 7:45 A.M. and ends at 3:45 P.M. for the teaching staff. For non-teaching staff the workday begins at 7:45 A.M. and ends at 3:45 P.M. unless otherwise specified. Regular full-time employees are expected to work five (5) days per week, Monday through Friday and part-time staff are

**RELATED PARTY DISCLOSURE FORM**

Pursuant state law and City Day Community School's ("CDCS") Conflict of Interest Policy, Members of the School's Governing Authority, as well as School employees are generally prohibited from:

- (1) Authorizing or employing the authority or influence of the Board Member or Employee's office to secure authorization of any contract with CDCS in which the Board Member or Employee, a member of the Board Member or Employee's family, or any of the Board Member or Employee's business associates has an interest;
- (2) Authorizing, or employing the authority or influence of the Board Member or Employee's office to secure the investment of CDCS funds in any share, bond, mortgage, or other security, with respect to which the Board Member or Employee, a member of the Board Member or Employee's family, or any of the Board Member or Employee's business associates either has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees;
- (3) During the Board Member or Employee's term of office or within one year thereafter, occupying any position of profit in the prosecution of a public contract authorized by the Board Member or Employee or by the Governing Authority while the Board Member or Employee's was a member at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder;
- (4) Having an interest in the profits or benefits of a contract entered into by or for the use of CDCS; and
- (5) Having an interest in the profits or benefits of a contract with CDCS that is not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

As part CDCS' internal review process, all CDCS Governing Authority Members and Administrators are required to complete this form annually.

1. Please list any interest that You, a family member or a business associate of yours has, or has had, with CDCS within the past year.

N/A

2. Please list the name(s) of any Family Member(s) or business associate(s) of Yours that has been a party to any contract with CDCS within the past year.

N/A



3. Please list the name(s) of any share, bond, mortgage, or other security in which CDCS funds have been invested, with respect to which You, a member of Your family, or any of the Your business associates either has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees.

N/A

4. Please list any position of profit occupied by You within the past year in the prosecution of a public contract authorized by You or by the Governing Authority while You were a CDCS Board Member or Employee at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder.

N/A

5. Please list any and all interest(s) You have in the profits or benefits of a contract entered into by or for the use of CDCS.

N/A

6. Please list any and all interest(s) You have in the profits or benefits of a contract with CDCS that was not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

N/A

Crystal Mosley  
Signature

11/6/23  
Date

Superintendent  
Title

**RELATED PARTY DISCLOSURE FORM**

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*None*  
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\_\_\_\_\_  
\_\_\_\_\_

2. Please list the name(s) of any Family Member(s) or business associate(s) of Yours that has been a party to any contract with CDCS within the past year.

*None*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Please list the name(s) of any share, bond, mortgage, or other security in which CDCS funds have been invested, with respect to which You, a member of Your family, or any of the Your business associates either has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees.

None

4. Please list any position of profit occupied by You within the past year in the prosecution of a public contract authorized by You or by the Governing Authority while You were a CDCS Board Member or Employee at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder.

None

5. Please list any and all interest(s) You have in the profits or benefits of a contract entered into by or for the use of CDCS.

None

6. Please list any and all interest(s) You have in the profits or benefits of a contract with CDCS that was not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

None

Signature

Janet Peddie

Date

11/15/23

Title

Board member

**RELATED PARTY DISCLOSURE FORM**

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- (4) Having an interest in the profits or benefits of a contract entered into by or for the use of CDCS; and
- (5) Having an interest in the profits or benefits of a contract with CDCS that is not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

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- 1. Please list any interest that You, a family member or a business associate of yours has, or has had, with CDCS within the past year.

N/A

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- 2. Please list the name(s) of any Family Member(s) or business associate(s) of Yours that has been a party to any contract with CDCS within the past year.

N/A

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3. Please list the name(s) of any share, bond, mortgage, or other security in which CDCS funds have been invested, with respect to which You, a member of Your family, or any of the Your business associates either has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees.

N/A

4. Please list any position of profit occupied by You within the past year in the prosecution of a public contract authorized by You or by the Governing Authority while You were a CDCS Board Member or Employee at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder.

N/A

5. Please list any and all interest(s) You have in the profits or benefits of a contract entered into by or for the use of CDCS.

N/A

6. Please list any and all interest(s) You have in the profits or benefits of a contract with CDCS that was not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

N/A

Birita Williams  
Signature

Nov. 15, 2023  
Date

Secretary for the Board  
Title

**RELATED PARTY DISCLOSURE FORM**

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- (3) During the Board Member or Employee's term of office or within one year thereafter, occupying any position of profit in the prosecution of a public contract authorized by the Board Member or Employee or by the Governing Authority while the Board Member or Employee's was a member at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder;
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- (5) Having an interest in the profits or benefits of a contract with CDCS that is not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

As part CDCS' internal review process, all CDCS Governing Authority Members and Administrators are required to complete this form annually.

- 1. Please list any interest that You, a family member or a business associate of yours has, or has had, with CDCS within the past year.

none other than school board

- 2. Please list the name(s) of any Family Member(s) or business associate(s) of Yours that has been a party to any contract with CDCS within the past year.

n/a

3. Please list the name(s) of any share, bond, mortgage, or other security in which CDCS funds have been invested, with respect to which You, a member of Your family, or any of the Your business associates either has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees.

n/a

4. Please list any position of profit occupied by You within the past year in the prosecution of a public contract authorized by You or by the Governing Authority while You were a CDCS Board Member or Employee at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder.

n/a

5. Please list any and all interest(s) You have in the profits or benefits of a contract entered into by or for the use of CDCS.

n/a

6. Please list any and all interest(s) You have in the profits or benefits of a contract with CDCS that was not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

n/a

Debra Padjad  
Signature

11/15/2023  
Date

Board Chair  
Title

**RELATED PARTY DISCLOSURE FORM**

Pursuant state law and City Day Community School's ("CDCS") Conflict of Interest Policy, Members of the School's Governing Authority, as well as School employees are generally prohibited from:

- (1) Authorizing or employing the authority or influence of the Board Member or Employee's office to secure authorization of any contract with CDCS in which the Board Member or Employee, a member of the Board Member or Employee's family, or any of the Board Member or Employee's business associates has an interest;
- (2) Authorizing, or employing the authority or influence of the Board Member or Employee's office to secure the investment of CDCS funds in any share, bond, mortgage, or other security, with respect to which the Board Member or Employee, a member of the Board Member or Employee's family, or any of the Board Member or Employee's business associates either has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees;
- (3) During the Board Member or Employee's term of office or within one year thereafter, occupying any position of profit in the prosecution of a public contract authorized by the Board Member or Employee or by the Governing Authority while the Board Member or Employee's was a member at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder;
- (4) Having an interest in the profits or benefits of a contract entered into by or for the use of CDCS; and
- (5) Having an interest in the profits or benefits of a contract with CDCS that is not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

As part CDCS' internal review process, all CDCS Governing Authority Members and Administrators are required to complete this form annually.

- 1. Please list any interest that You, a family member or a business associate of yours has, or has had, with CDCS within the past year.

NONE

- 2. Please list the name(s) of any Family Member(s) or business associate(s) of Yours that has been a party to any contract with CDCS within the past year.

NONE



3. Please list the name(s) of any share, bond, mortgage, or other security in which CDCS funds have been invested, with respect to which You, a member of Your family, or any of the Your business associates either has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees.

NONE

4. Please list any position of profit occupied by You within the past year in the prosecution of a public contract authorized by You or by the Governing Authority while You were a CDCS Board Member or Employee at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder.

NONE

5. Please list any and all interest(s) You have in the profits or benefits of a contract entered into by or for the use of CDCS.

NONE

6. Please list any and all interest(s) You have in the profits or benefits of a contract with CDCS that was not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

NONE

Kimberly Monerue  
Signature

11.15.2023  
Date

Board Member  
Title

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N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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N/A

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N/A

5. Please list any and all interest(s) You have in the profits or benefits of a contract entered into by or for the use of CDCS.

N/A

6. Please list any and all interest(s) You have in the profits or benefits of a contract with CDCS that was not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

N/A

Sha Rucker  
Signature

11/15/2023  
Date

City Day Board Member  
Title

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- (3) During the Board Member or Employee's term of office or within one year thereafter, occupying any position of profit in the prosecution of a public contract authorized by the Board Member or Employee or by the Governing Authority while the Board Member or Employee's was a member at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder;
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N/A

3. Please list the name(s) of any share, bond, mortgage, or other security in which CDCS funds have been invested, with respect to which You, a member of Your family, or any of the Your business associates either has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees.

None

4. Please list any position of profit occupied by You within the past year in the prosecution of a public contract authorized by You or by the Governing Authority while You were a CDCS Board Member or Employee at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder.

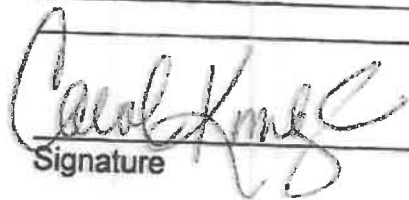
None

5. Please list any and all interest(s) You have in the profits or benefits of a contract entered into by or for the use of CDCS.

None

6. Please list any and all interest(s) You have in the profits or benefits of a contract with CDCS that was not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

None



Signature

Date

11/15/2023

Co-Chair Board member

Title

# CITY DAY COMMUNITY SCHOOL | 2024-2025 CALENDAR

AUGUST '24						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 12 Teacher/Staff Return
- 19 New Parent Orientation
- 20 Veteran Parent Meeting
- 21 First Day of School (K-8 Returning Students)
- 22 First Day of School (K-8 New Students)
- 23 All Students in Attendance

FEBRUARY '25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

- 14 Prof. Dev. Day- No School
- 17 Presidents' Day- No School
- 19 Midterm Reports

SEPTEMBER '24						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- 2 Labor Day- No School
- 13 Prof. Dev. Day- No School
- 27 Midterm Reports

MARCH '25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 11 End of the 3<sup>rd</sup> Qtr. (38 days)
- 12 Beginning of the 4<sup>th</sup> Qtr.
- 14 Report Cards
- 17 P/T Conf. Begin
- 21 Comp.- No School
- 24 First Day of Spring Break
- 28 Last Day of Spring Break
- 31 Non-Student Day

OCTOBER '24						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 14 Columbus Day- No School
- 15 Prof. Dev. Day- No School
- 18 End of the 1<sup>st</sup> Qtr. (39 days)
- 21 Beginning of the 2<sup>nd</sup> Qtr.
- 23 Report Cards
- 28 P/T Conf. Begin

APRIL '25						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 18 Holiday- No School
- 20 Easter Sunday
- 21 Holiday- No School
- 23 Midterm Reports

NOVEMBER '24						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 19 Midterm Reports
- 22 First Day of Fall Break- No School
- 28 Thanksgiving Day
- 29 Last Day of Fall Break- No School

MAY '25						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 21 Last Day of School
- 21 End of the 4<sup>th</sup> Qtr. (42 days)

DECEMBER '24						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 2 Non-Student Day
- 19 Prof. Dev. Day- No School
- 20 First Day of Winter Break- No School
- 25 Christmas Day

<p><b>School Day:</b> 8:15 – 3:05</p> <p><b>School Year:</b> 158 days</p> <p><b>Hours:</b> 1,079.14 hours</p> <p>Approved 03/20/2024 by City Day Governing Board</p>	<p><b>Quarter Breakdown</b></p> <p>1<sup>st</sup> Qtr: Aug. 21 – Oct. 18</p> <p>2<sup>nd</sup> Qtr: Oct. 21 – Jan. 10</p> <p>3<sup>rd</sup> Qtr: Jan. 13 – Mar. 11</p> <p>4<sup>th</sup> Qtr: Mar. 12 – May 21</p> <p><b>Make-Up Days</b></p> <p>May 22 – 27</p>
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JANUARY '25						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 3 Last Day of Winter Break- No School
- 6 Non-Student Day
- 10 End of the 2<sup>nd</sup> Qtr. (40 days)
- 13 Beginning of the 3<sup>rd</sup> Qtr.
- 15 Report Cards
- 17 Prof. Dev. Day- No School
- 20 M.L.K. Day- No School



This institution is an equal opportunity provider and employer.

**PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – SCHOOL OPERATIONS AND GOVERNANCE/LEGAL PERFORMANCE GOALS**

**OVERVIEW:**

The Performance Accountability Plan sets out the performance standards and/or performance requirements as measured annually. The Performance areas include Academic, Financial, Organizational/Operations, and Governance/Legal.

**ERCO EVALUATES FINANCIAL VIABILITY IN THE FOLLOWING INDICATORS:**

1. SCHOOL-WIDE ENVIRONMENT IS CONDUCIVE TO LEARNING
2. THE SCHOOL COMPLIES WITH FACILITIES REQUIREMENTS
3. THE SCHOOL COMPLIES WITH HEALTH AND SAFETY REQUIREMENTS
4. THE SCHOOL COMPLIES WITH REPORTING REQUIREMENTS
5. THE SCHOOL COMPLIES WITH ALL OTHER OBLIGATION AS SPECIFIED
6. PRIMARY CONTACTS INCLUDING GOVERNING BOARD MEMBERS, SUPERINTENDENT, PRINCIPAL, AND DESIGNEE COOPERATE BY RESPONDING TO SPONSOR REQUESTS WITHIN REQUESTED TIMEFRAMES
7. THE SCHOOL COMPLIES WITH GOVERNANCE REQUIREMENTS AND EXPECTATIONS
8. THE SCHOOL GOVERNING BOARD HOLDS ITS ACADEMIC, OPERATIONS, FINANCIAL AND ADMINISTRATIVE LEADERSHIP ACCOUNTABLE FOR PERFORMANCE

**ERCO EVALUATES THE SCHOOL WITH THE FOLLOWING RATE SCALE, AND WITH THE BELOW MEASUREMENTS AND METRICS:**

- EXCEEDS EXPECTATIONS = 4 Pts.
- MEETS EXPECTATIONS = 3 Pts.
- APPROACHES EXPECTATION = 2 Pts.
- BELOW EXPECTATIONS: = 1 Pt.

**EXCEEDS EXPECTATIONS:** The school facility was consistently observed to be clean orderly and well-maintained. Discipline and a culture of respect for people and property were consistently observed in common areas including hallways, lunchrooms, restrooms, etc.

Some Organizational, Operations, and Legal indicators are Not Applicable for an Exceeds Expectation rating.

**MEETS EXPECTATIONS:** The school facility was observed to be moderately clean, orderly, and well-maintained. Discipline and a culture of respect for people and property are, for the most part, exhibited in common areas including hallways, lunchrooms, restrooms, etc. The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to Fire inspections and related records; Viable certificate of occupancy

**PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – SCHOOL OPERATIONS AND GOVERNANCE/LEGAL PERFORMANCE GOALS**

or other required building use authorization; Documentation of requisite insurance coverage; Safety plan; and security. The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to Appropriate responses to student health concerns and food service requirements. The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the authorizer and the Ohio Department of Education, including but not limited to EMIS and SOES data; Attendance and enrollment reporting; Compliance and oversight; Additional information requested by the authorizer, such as CAPs, SIPs, CMPs, probationary responses, etc.

The school contacts responded within requested timeframes, and/or any delayed responses in any year of the current contract term were excused by the sponsor upon documentation of extraordinary circumstances.

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to board policies, including those related to oversight of an Education Service Provider (ESP) or management company, if applicable; Board by-laws; State open meeting laws; code of ethics; conflicts of interest; Board composition and/or membership rules; timely submission of approved board meeting minutes; Preparation of meeting minutes which are full and accurate record of meetings, including enough facts and information to permit the public to understand and appreciate the rationale behind the board's decisions. Members attend the required training every two years, and new board members attend within 3 months of joining the board. The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to management companies, other educational service providers, treasurer, and EMIS/SOES personnel.; requires annual financial reports for management companies and ESP's; performs oversight of management that includes holding it accountable for performance expectations that may or may not be agreed to under a written performance agreement. The school materially complies with federal and state applicable laws, rules, and regulations, complies with legally binding contracts, and all other legal requirements relating to charter school law.

**APPROACHES EXPECTATIONS:** Up to 2 areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were observed in common areas including hallways, lunchrooms, restrooms, etc.

The school fails to comply, or do so in a timely manner with applicable laws, rules, regulations, and provisions of the charter contract relating to facilities, grounds, and transportation, including but not limited to fire inspections and related records; Viable certificate of occupancy or other required building use authorization, documentation of requisite insurance coverage; safety plans and security. But promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer.

The school failed to comply, or do so in a timely manner with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: board policies, including those related to oversight of an Education Service Provider (ESP) or management company, if applicable; Board by-laws; State open meeting laws; code of ethics; conflicts of interest; Board composition and/or membership rules; timely submission of approved board meeting minutes; Preparation of meeting minutes which are full and accurate record of meetings, including enough facts and information to permit the public to understand and appreciate the rationale behind the board's decisions. Members attend the required training every two years, and new board members attend within 3 months of joining the board. But promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer.



**PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – SCHOOL OPERATIONS AND GOVERNANCE/LEGAL PERFORMANCE GOALS**

Some Organizational - Operations indicators are Not Applicable for an Approaches Expectation rating.

**BELOW EXPECTATION:** Three or more areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were clearly observed in common areas including hallways, lunchrooms, restrooms, etc. The school failed to comply with applicable laws, rules, regulations, and provisions of the charter contract relating to school facilities, grounds, and transportation, including but not limited to Fire Inspections and related records, viable certificate of occupancy, insurance coverage, safety plan, and security. Did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer. The school contacts were not responsive within the requested timeframes on more than one documented instance in any given year of the current contract term.

The school failed to comply with the operations and/or governance requirements and expectations and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer.

**COMPLETING THE PERFORMANCE FRAMEWORK**

- The school will complete its Performance Goals for each indicator. The school will forecast its performance goals for each contracted year for each indicator. The rating is as follows: *4 = Exceeds Expectations, 3 = Meet Expectations, 2 = Approaching Expectations, and 1 = Below Expectations.*
- ERCO will annually evaluate the School Performance goals to receive the actual end-of-the-year school performance results. The results will be included in the Annual High Stakes Performance Review and provided to the school Board and School Administrator.

**PERFORMANCE FRAMEWORK**

**SCHOOL OPERATIONS, LEGAL/GOVERNANCE PERFORMANCE GOALS**

**SCHOOL NAME: City Day Community School**

**DATE COMPLETED: April 17, 2024**

GOAL INDICATORS	RATING SCALE	MEASUREMENT AND METRICS	24-25	25-26	26-27	27-28
<b>1. School-wide environment is conducive to learning.</b>	4 = Exceeds Expectations	<i>The school facility was consistently observed to be clean, orderly, and well-maintained. Discipline and a culture of respect for people and property were consistently observed in common areas including hallways, lunchrooms, restrooms, etc.</i>	4	4	4	4
	3 = Meets Expectations	<i>The school facility was observed to be moderately clean, orderly, and well-maintained. Discipline and a culture of respect for people and property are, for the most part, exhibited in common areas including hallways, lunchrooms, restrooms, etc.</i>				
	2 = Approaches Expectations	<i>Up to 2 areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were observed in common areas including hallways, lunchrooms, restrooms, etc.</i>				
	1 = Below Expectations	<i>3 or more areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were clearly observed in common areas including hallways, lunchrooms, restrooms, etc.</i>				
<b>2. The school complies with facilities requirements.</b>	4 = Exceeds Expectations	<i>Not Applicable</i>	4	4	4	4
	3 = Meets Expectations	<i>The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to: Fire inspections and related records; Viable certificate of occupancy or other required building use authorization; Documentation of requisite insurance coverage; Safety plan; and security.</i>				
	2 = Approaches Expectations	<i>The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer</i>				
	1 = Below Expectations	<i>The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer</i>				
<b>3. The school complies with health and safety requirements.</b>	4 = Exceeds Expectations	<i>Not Applicable</i>	4	4	4	4
	3 = Meets Expectations	<i>The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: Appropriate response to student health concerns; Food service requirements</i>				
	2 = Approaches Expectations	<i>The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer</i>				
	1 = Below Expectations	<i>The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer</i>				
<b>4. The school complies with reporting requirements.</b>	4 = Exceeds Expectations	<i>Not Applicable</i>	4	4	4	4
	3 = Meets Expectations	<i>The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to relevant reporting requirements to the authorizer and the Ohio Department of Education, including but not limited to: EMIS and SOES data; Attendance and enrollment reporting; Compliance and oversight; Additional information requested by the authorizer, such as CAPs, SIPs, CMPs, probationary responses, etc.</i>				
	2 = Approaches Expectations	<i>The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer</i>				

	1 = Below Expectations	<i>The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer</i>				
<b>5. The school complies with all other obligations as specified.</b>	4 = Exceeds Expectations	<i>Not Applicable</i>	3	3	3	3
	3 = Meets Expectations	<i>The school materially complies with all other legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated herein, including but not limited to; maintaining the security of and providing access to student records under the Family Educational Rights and Privacy Act; providing access to documents maintained by the school under Ohio's Freedom of Information laws and other applicable authorities; proper and secure maintenance of testing materials; requirements from the following sources; revisions to state charter law; requirements by other entities to which the charter school is accountable such as the Ohio Department of Education and educational service centers; requirements from the sponsor, including but not limited to site visits, mandatory meeting attendance, policy revisions, participation in Ohio Department of Education informational webinars and professional development, etc.</i>				
	2 = Approaches Expectations	<i>The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer</i>				
	1 = Below Expectations	<i>The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer</i>				
<b>6. Primary contacts including governing board members, superintendents, principals and designee cooperate by responding to sponsor requests within requested timeframes.</b>	4 = Exceeds Expectations	<i>Not applicable</i>	3	3	3	3
	3 = Meets Expectations	<i>School contacts were responded within requested timeframes, and/or any delayed responses in any year of the current contract term were excused by the sponsor upon documentation of extraordinary circumstances.</i>				
	2 = Approaches Expectations	<i>Not applicable</i>				
	1 = Below Expectations	<i>School contacts were not responsive within requested timeframes on more than one documented instance in any given year of the current contract term.</i>				
<b>7. The school complies with governance requirements and expectations.</b>	4 = Exceeds Expectations	<i>Not Applicable</i>	3	3	3	3
	3 = Meets Expectations	<i>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: board policies, including those related to oversight of an Education Service Provider (ESP) or management company, if applicable; Board by-laws; State open meeting laws; code of ethics; conflicts of interest; Board composition and/or membership rules; timely submission of approved board meeting minutes; Preparation of meeting minutes which are full and accurate record of meetings, including enough facts and information to permit the public to understand and appreciate the rationale behind the board's decisions. Members attend the required training every two years, and new board members attend within 3 months of joining the board.</i>				
	2 = Approaches Expectations	<i>The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer</i>				
	1 = Below Expectations	<i>The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer</i>				
<b>8. The school governing board holds academic, operations, financial and administrative leadership accountable for performance.</b>	4 = Exceeds Expectations	<i>Not Applicable</i>	3	3	3	3
	3 = Meets Expectations	<i>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to management companies, other educational service providers, treasurer, EMIS/SOES personnel; requires annual financial reports for management companies and ESP's; performs oversight of management that includes holding it accountable for performance expectations that may or may not be agreed to under a written performance agreement</i>				
	2 = Approaches Expectations	<i>The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer</i>				

1 = Below  
Expectations

*The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer*

**SCORING:**

- EXCEEDS EXPECTATIONS = 4
- MEETS EXPECTATIONS = 3
- APPROACHES EXPECTATIONS = 2
- BELOW EXPECTATIONS = 1

Updated Jan 2023

## **City Day Board Calendar 2023-2024**

### **City Day Finance meetings:**

**Location: City Day Workroom and Zoom**

**Time: 6:00 p.m.**

**Wednesday, June 21, 2023**

**Monday, July 24, 2023**

**Monday, August 14, 2023**

**Monday, September 18, 2023**

**Monday, October 16, 2023**

**Monday, November 13, 2023**

**Monday, December 11, 2023**

**Monday, January 22, 2024**

**Wednesday, February 21, 2024**

**Monday, March 18, 2024**

**Monday, April 15, 2024**

**Monday, May 13, 2024**

**Monday, June 24, 2024**

**Monday, July 15, 2024**

### **City Day Board meetings:**

**Location: City Day Workroom and Zoom**

**Time: 6:00 p.m.**

**Wednesday, June 21, 2023**

**Wednesday, July 26, 2023**

**Wednesday, August 16, 2023**

**Wednesday, September 20, 2023**

**Wednesday, October 18, 2023**

**Wednesday, November 15, 2023**

**Wednesday, December 13, 2023**

**Wednesday, January 24, 2024**

**Wednesday, February 21, 2024**

**Wednesday, March 20, 2024**

**Wednesday, April 17, 2024**

**Wednesday, May 15, 2024**

**Wednesday, June 26, 2024**

**Wednesday, July 17, 2024**

## **ATTACHMENT 2**

- A. Educational Plan / Program and alignment with Ohio Academic Standards**
- B. School's Mission, goals, ages and grades of students and focus of curriculum.**
- C. Blended Learning Model Description (if appropriate).**



**Education Resource Consultants of Ohio, Inc.  
Education Plan Template**

In an effort to maintain high standards for schools, uphold school autonomy, and protect student and public interest, Education Resource Consultants of Ohio, Inc (ERCO) has made available the following education plan template for all ERCO-authorized schools.

**Mission**

**Directions:** Clearly articulate the charter school's mission statement. These statements should reflect the school's core values, educational philosophy, and goals for student achievement. Use precise language and avoid ambiguous wording to ensure a clear understanding.

**The mission of the City Day Community School is to provide individualized education for our students, which is provided by our highly qualified teachers and trained professional staff, in a physically and emotionally safe environment. We embrace, equip, educate, and compel each student to take advantage of every opportunity to reach their goals and desires to improve their quality of life. We support and encourage parent involvement. We effectively seek and use community partners to support higher student academic achievement.**

**Vision**

**Directions:** Clearly articulate the charter school's vision statement. The statements should reflect the school's core values, educational philosophy, and goals for student achievement. Use precise language and avoid ambiguous wording to ensure a clear understanding.

**The mission of the City Day Community School (CDCS) is to prepare all students with the knowledge, competencies, social responsibilities, and positive self-image to be lifelong learners and contributing members of society. The Branching Minds School District will provide programs and conditions that maximize learning success so that all students meet high-level performance standards. Our ultimate goal is that 100% of our scholars will be performing at or above grade level in reading and math.**



## Educational Philosophy

**Directions:** Clearly articulate the charter school's mission and vision statement. These statements should reflect the school's core values, educational philosophy, and goals for student achievement. Use precise language and avoid ambiguous wording to ensure a clear understanding.

**Our educational philosophy embraces the conviction that every scholar possesses the inherent ability to excel academically. We cultivate a supportive and empowering environment characterized by a culture of high expectations and achievement. We are committed to providing each student with equitable opportunities for growth and success, recognizing that learning flourishes when nurtured by dedicated educators and a conducive learning environment. By fostering a culture of inclusivity, rigor, and support, we empower our scholars to thrive academically and reach their fullest potential, ensuring that they perform at or above grade level in reading and math and acquire the essential skills and knowledge necessary for lifelong success. We believe that 100% of our school population can excel in reading and math despite any deficiencies in the right educational environment and with the right educator.**

## Targeted Student Population and Geographic Boundaries

**Directions:** Identify the targeted student populations that the charter school intends to serve. This may include specific grade levels, demographics, or learning needs. Describe the reasons for selecting these targeted student populations and the unique needs they have that the charter school can address. Clearly define the geographic boundaries in which the school will serve. This should include details such as specific towns or districts, and any specific zoning or attendance guidelines.

**City Day Community School is located in Downtown Dayton. We serve scholars in grades Kindergarten through 8th grade located in the Inner city of Dayton, Ohio, and the surrounding suburb of Trotwood, Ohio. Our school demographics are 98% African-American and 2% Caucasian. The school is 100% free and reduced lunch under the Community Eligibility Provision.**

## Evidence of Community Demand and Need for the School

**Directions:** Provide evidence of community demand for the school. If applicable, include results of parent surveys or petitions demonstrating a desire for the community school and highlight any public meetings or forums where community members expressed or documented the need for the school.

**Many parents are seeking an alternative to the traditional public school model; therefore, good community school models are able to provide an alternative. It is an opportunity to engage in environments that are positive and educationally sound.**

**Article of Dayton Public School District's Parent Survey Results from 2020**  
**Dayton Daily News, June 16, 2020**

### Facilities & Resources:

**Directions:** Explain the charter school's plans for facilities and resources. Detail the physical space and resources needed to support the curriculum, instructional practices, and student needs. Include information on technology, library resources, instructional materials, and any partnerships or collaborations that will help enhance the school's resources.

**City Day Community School is a three-story building located in downtown Dayton, Ohio. The resources needed to support the curriculum, instructional practices, and student needs are provided by state funds. City Day has Smart Boards in every classroom. All classrooms have their own set of chrome books or tablets. Students can be provided Chrome books to take home. City Day has a computer lab that includes 25 desktop computers.**

**Restorative Justice Arts is one of our in-school partners. They are in the building every day assisting with Social Emotional Learning classes, monitoring and assisting with behavior issues as well as participating in everyday duties such as cafeteria duties and dismissal duties.**

#### City Day Community School Floor Plans

### Special Student Populations

**Directions:** Outline specific strategies and resources that will be provided to support special student populations, such as students with disabilities, English language learners, and gifted and talented students. This may include specialized interventions, individualized education plans, targeted professional development for staff, and partnerships with outside agencies or organizations.

**City Day Community School implements many strategies and uses many available resources to meet the diverse learning needs of its students. For example, through initial academic screening and frequent progress monitoring, students are placed in specific tiers in math and reading. City Day created a system of support to meet the learning needs of each tier. This is outlined in the MTSS handbook hyperlinked below. For example, students in Tier 3 receive support from an academic specialist three times per week and are tested twice per month; Tier 2 students receive support two times per week and test each week. Additionally, academic coaches work with teachers and attend Teacher-Based-Team meetings to support instructional efforts to meet the specific individual needs of our students and to analyze data to evaluate effectiveness.**

**Students who do not respond to interventions are referred to special needs testing as outlined also in the MTSS handbook. If students qualify, they are placed on an Individualized Education Plan that ensures that they are educated in the least restrictive environment and that the delivery of educational services is reviewed and updated yearly. For more details, please see the City Day Community School Education plan hyperlinked below.**

**To meet the needs of our gifted students, City Day Community School has partnered with Sinclair Community College to offer College Credit Plus, to give students in 7-8th grades an opportunity to enroll in college courses and earn high school credit. Additionally, teachers in younger grades**

implement project-based learning opportunities for students testing above their grade levels in reading and math.

Click on the following links to view the City Day MTSS Handbook and Special Education Plan for addressing specific student populations:

[City Day Community School MTSS Handbook](#)

[City Day Community School Special Education Plan](#)

### School Calendar & Daily Schedule

Directions: Provide an overview of the school's calendar and daily schedule.

Click on the following links to view:

[City Day Academic Calendar 2023-2024](#)

[City Day Daily Schedule 2023-2024](#)

[City Day Community School Friday Schedule 2023-2024](#)

[City Day Academic Calendar 2024-2025](#)

### School Goals

Directions: Identify the key goals and objectives that the community school aims to achieve. These should align with the school's mission and vision statement. Use specific and measurable targets to gauge progress and success. Goals may include academic achievement, student well-being, parental involvement, or community engagement.

Note: The school may provide a link to the school's One Plan, if applicable, or provide Contract Attachment 3.

Please see the Attachment 3 link with regard to the school's smart goals.

**City Day has two academic smart goals:**

1. Students with Disabilities (SWD) in grades K-8 will increase their growth in math from 71% to 80% using the STAR assessment by May 2026.
2. Students in grades K-8 will increase their growth in reading from 69% to 80% by May 2026.

**City Day has two non-academic goals:**

1. The goal is to reduce the number of suspensions by 50% from 70 annually to 35 or fewer annually by May 2026.
2. The goal is to increase appropriate teacher/student engagement from 60% observed classrooms to 80% or more classrooms, rated as satisfactory, effective, or accomplished by May 2026.

**City Day Mission-Specific Goals**

City Day's mission-specific goal is to improve parent involvement in our parent association events from 9% to 50% by May 2026.

**Attachment 3**

### **School Climate, Culture, & Discipline Practices**

Directions: Describe how the school will foster a positive school climate and culture. Additionally, outline the discipline practices that will be followed, which should promote fairness, consistency, and equity, and may involve a graduated series of consequences, restorative practices, behavioral interventions, and supports for students who have behavioral challenges or need additional social-emotional support.

**City Day Community School is a PBIS school, winning the bronze (Tier 1) award for PBIS in both 2019-2020 and 2020-2021. The school is now in the process of working with SST10 to apply for the silver (Tier 2) award for PBIS practices through ODEW. In the last year, the school's administrative team has amended its discipline process, trained the staff on the new system, and regularly analyzed the system for fidelity and effectiveness. The Intervention Assistance Team meets bi-weekly to discuss issues and ideas relating to school climate and culture.**

**City Day Community School PBIS Behavior Matrix**

**City Day Community School PBIS Handbook**

**City Day Community School Behavior Response Flowchart**

**City Day Behavior Definitions**

**City Day Community School Discipline Plan**

**IAT Request for Assistance Form**

**IAT Team Guidelines**

**Creating A Positive Culture: PBIS and Restorative Practices Training Presentation**

### **Student-to-Teacher Ratio & Classroom Sizes**

Directions: Provide the student-to-teacher ratio and classroom sizes at the school.

**1 to 25**

**Classroom sizes-Maximum-25 students**

### Student Transportation

**Directions:** Detail how the school plans to ensure that students have access to transportation to get to and from school. This may include partnerships with local transportation providers, the implementation of a school bus system, or assistance in arranging carpools or other shared transportation options.

City Day Community School has entered into a bus transportation agreement with First Student. First Students will pick up and drop off students to and from their designated locations. They will also provide transportation services for field trips.

### Learning Standards

Yes, the School will implement Ohio's Learning Standards for all core and non-core content.

No, the School will implement the following learning standards outlined below ensuring alignment with all Ohio's State Tests.

### Core Curriculum

Yes, the School will implement Ohio's Model Curricula for Computer Science, English Language Arts, Financial Literacy, Fine Arts, Mathematics, Science, Social Studies, Technology, and World Language. See Ohio's Approved list of core curriculum and Instructional Materials for ELA.

No, the School will implement the following curriculum outlined below ensuring alignment with all of Ohio's State Tests.

**It has been confirmed that Amplify CKLA and ELA, along with the Wonders 2023 curriculums are all on the Ohio-approved list of core curriculum and instructional materials for ELA.**

### Non-Core Curriculum & Extra-Curricular Offerings

**Directions:** Please provide information about any additional non-core curriculum options that will be made available to students and teachers at the school, such as enrichment programs, foreign language courses, arts programs, or physical education activities.

**City Day Community School uses following the Second Step Programs to teach SEL courses:**

- Elementary Second Step Program
- Middle School Second Step Program

**City Day Community School uses Learning.com software to teach Technology courses:**

- Learning.com Technology Program

#### **Curricular Resources:**

**Directions:** Provide a brief overview of the curricular resources that will be provided to students and teachers on an annual basis, including any textbooks, software, equipment, or other materials.

**In 2023-2024, City Day Community School used the following curricular resources:**

#### **ELA:**

- K-3 used Wonders 2020
- 4-5 used Wonders 2023
- 6-8 used StudySync

#### **Math:**

- K-8 used Houghton Mifflin Harcourt Math In Focus: Singapore Math

#### **Science:**

- K-5 used McGraw Hill- Science: A Closer Look 2011
- 6-8 used Glencoe iScience 2013

**\*It is noted that this material is not on the new approved list for instructional materials. Please see below to note that we will be using Amplify Science beginning in 2024-2025.**

#### **Social Studies**

- K-3 used **Impact Social Studies- McGraw Hill**
- 4-8 used Gallopade Social Studies Ohio

For 2024-2025, City Day Community School plans to use the following curricular resources:

**ELA:**

- K-3 (if Board approves) will use CKLA Amplify Program
- 4-5 will use Wonders 2023
- 6-8 (if Board approves) will use ELA Amplify Program

**\*\*Intervention will be mCLASS by Amplify (If Board approves Amplify purchase)**

**Math:**

- K-8 will use Houghton Mifflin Harcourt Math In Focus: Singapore Math (2024 renewal)

**Science:**

- K-2 science embedded in Amplify CKLA curriculum
- 3-8 will use Amplify Science program (If Board approved)

**Social Studies**

- K-3 will use **Impact Social Studies- McGraw Hill**
- 4-8 will use Gallopade Social Studies Ohio

**Key Evidence-based Instructional Practices**

**Directions:** Provide a thorough description of the evidence-based instructional strategies and methods that will be implemented to ensure high-quality instruction for all students. This should include information on curriculum selection and design, instructional strategies such as differentiated instruction, project-based learning, and technology integration, as well as professional development and support for teachers to ensure they are equipped to deliver effective instruction.

The mission of the City Day Community School is to provide individualized education for our students, which is provided by our highly qualified teachers and trained professional staff, in a physically and emotionally safe environment. City Day Community School is an environment dedicated to meeting the needs of our children through the delivery of a personalized academic program, so well that they are identified as extremely high academic achievers. City Day Community School believes a Multi-Tiered System of Supports (MTSS) framework will help us achieve our school and community's commitment to the mission to achieve positive and equitable outcomes for all of our students. MTSS is a problem-solving and prevention model with strong evidence of success. MTSS uses data-based decision-making to both identify academic and wellness learning needs at the school, grade, class, group, and individual student levels; and, to inform instruction, intervention, and acceleration that supports students holistically and equitably. As a result of our commitment to developing an effective support system for all students, we have partnered with Branching Minds, a comprehensive MTSS management tool designed to support our understanding of why students are struggling, find interventions that match student needs, and monitor progress effectively and collaboratively. Our commitment is to provide a series of coordinated systems and structures that when implemented with fidelity and rooted in our district's instructional core, result in positive benefits for all students. We have trained our staff on explicitly delivering Tier 1 instruction using the Gradual Release Model while being mindful of the different learning styles that exist in each classroom. Activities and assessments are differentiated based on the individual learner. To ensure this is taking place, the Principal and the Instructional Coach conduct frequent targeted classroom walk-throughs, collaborate on lesson plan audits, and meet each week to discuss the teacher dashboard to determine focus goals for the following week. Following training, teachers were asked to apply the Gradual Release Model template to at least two of their lesson plans and turn these in to the Principal. After six weeks, teachers were asked to incorporate "I do, we do, you do" into their daily plans. All interventions implemented by the academic and intervention specialists are documented in the Branching Minds data format. Currently, teachers use the Freckle program for daily intervention, and the Literacy Specialist uses both Heggerty Phonics and Fountas and Pinnell Leveled Reading Intervention.

**Gradual Release/Instructional Training Evidence:**

City Day Staff Retreat Agenda (highlighted in blue)

Staff Expectations Training

Explicit Instruction Training Materials

Learning Styles Presentation

Learning Styles Interactive Notes

Deconstructing Standards and Testing Strategies Training Materials

Gradual Release Planning Template

**Gradual Release Model used by 100% of classrooms as of 9/7/2023.**



## Assessments Practices

**Directions:** Outline the school's strategy for evaluating student progress and performance, which should include regular assessments and monitoring of student achievement. Specify the types of assessments that will be used, such as standardized tests, formative and summative assessments, and diagnostic assessments, as well as any additional measures that will be taken to ensure that students are making progress and meeting academic goals.

The School will administer all required Ohio State Tests. (Check)

Throughout the school year student progress will be assessed to determine both their academic standing and academic growth. These tests will be in the form of paper exams, computerized exams, quizzes, and tests in the classroom. Students are encouraged to do their absolute best on any test given so the staff can determine their academic needs. Parents are to ensure students have proper rest on the days they must take assessment tests.

At the beginning of the year, City Day Community School uses STAR360 by Renaissance to screen students in reading and math. They are tested three more times (fall, winter, and spring) to assess growth in these areas. Teachers and interventionists use STAR Instructional Reports to identify learning gaps and to guide individual, group, and whole class instruction as needed. City Day Community School also used the STAR CBM individual screener as a diagnostic tool for possible signs of dyslexia for students in grades K-3 this 2023-2024 school year. In the future, this will only be administered for kindergarten students or at the request of a parent.

Students are placed on individual success plans, which are reviewed with an administrator before each STAR assessment. In these goal conferences, students speak about their ownership in the learning process, and strategies to use to meet their assessment goals. In between these four assessments, students are progress monitored in math and reading once per month. Students are rewarded for growth and for meeting academic goals set by administration. Classes who show the most growth receive a "champion" banner to display outside of their classrooms.

Tier 2 students receiving intervention are tested using specific intervention assessment tools bi-weekly; while Tier 3 students are tested weekly. In the classroom, Tier 1 assessments consist of formative and summative assessments, such as quizzes and unit tests. These are required to be indicated in teachers' lesson plans, which are checked by the Principal weekly and audited at least once per school year.

City Day Community School teachers have collaborated with different grade level teachers using the Ohio Learning Standards to identify the "Big Five" skills for each grade level needed to be successful in the next grade level for both reading and math. Teachers then created an assessment on the "Big Five Skills" and give this to the students quarterly to measure growth on these essential skills.

2023-2024 Testing Schedule and Calendar  
MTSS Handbook containing Intervention Assessment Schedule  
Big Five Skills: City Day Community School  
Security Provisions for Statewide Assessments: City Day Community School

### Data Collection Practices

**Directions:** Describe how the school will collect and analyze data on student performance and success. This may include the use of standardized tests, formative assessments, progress monitoring tools, and other measures to track academic achievement and growth. Additionally, details how the school will ensure the accuracy and privacy of student data, including protocols and systems in place to protect sensitive information.

**City Day Community School takes great pride in its data collection efforts, the analysis of data trends in its decision-making, and the evaluation of its systems for overall effectiveness.**

Data walls (all staff and students)

Interventions of Tiers 2 and 3 housed in Branching Minds program (all staff)

WEEKLY PROGRESS MONITORING (all staff)

STAR ASSESSMENT DATA Four times per year (all staff)

Use of Data for Tier 2 placement and intervention matching/monitoring for effectiveness (IAT Team)

Big Five Skills Assessment Data (all staff)

Summer School Growth Data (Summer School Staff)

### Multi-tiered Systems of Support: Academic Interventions

**Directions:** Explain how the charter school will implement a Multi-tiered System of Support (MTSS) to provide timely and targeted academic and behavioral interventions for students, including a detailed description of the different tiers of support, the processes for identifying students in need of interventions, and the interventions that will be provided at each tier.

**City Day Community School believes a Multi-Tiered System of Supports (MTSS) framework will help us achieve our school and community's commitment to the mission to achieve positive and equitable outcomes for all of our students. MTSS is a problem-solving and prevention model with strong evidence of success. MTSS uses data-based decision-making to both identify academic and wellness learning needs at the school, grade, class, group, and individual student levels; and, to inform instruction, intervention, and acceleration that supports students holistically and equitably. As a result of our commitment to developing an effective support system for all students, we have partnered with Branching Minds, a comprehensive MTSS management tool designed to support our understanding of why students are struggling, find interventions that match student needs, and monitor progress effectively and collaboratively. Our commitment is to provide a series of coordinated systems and structures that when implemented with fidelity and rooted in our district's instructional core, result in positive benefits for all students. Please use the link below for a detailed handbook of our processes for implementing and maintaining an effective MTSS:**

[City Day Community School MTSS Handbook](#)

### Multi-tiered Systems of Support: Attendance Interventions

**Directions:** Describe the interventions that will be in place at the school for chronically absent students. Ohio Law requires

schools to notify families of students who are excessively absent and habitually truant. [Attendance Guidance](#) is available on Ohio's Department of Education & Workforce website.

## **CITY DAY COMMUNITY SCHOOL ATTENDANCE PLAN**

### **IAT Attendance Committee**

The attendance committee is a subset of the Intervention Assistance Team (IAT). The team meets bi-weekly to discuss attendance concerns for specific students and to determine the next steps for those students. The School Counselor is the chairman of the committee and is responsible for monitoring excessive absences and habitual truancy.

### **Definitions**

**Excessive Absence is defined as any student that meets the following thresholds:**

1. Any student(s) that is absent 30 or more hours during a week with or without a legitimate excuse.
2. Any student(s) that is absent for 38 hours during the month with or without a legitimate excuse.
3. Any student(s) that is absent 65 hours during a school year with or without a legitimate excuse.

**Habitual Truancy is defined as any student that meets the following thresholds:**

1. Any student(s) that is absent 30 hours during the academic week without a legitimate excuse.
2. Any student(s) that is absent 42 hours during the academic month without a legitimate excuse.
3. Any student(s) that is absent 72 hours during the academic year without a legitimate excuse.

### **The Process**

1. Every week the School Counselor monitors the attendance hours of each student to determine if any students meet the threshold of excessive absences and/or habitual truancy.
2. Once the student(s) have met the threshold for excessive absence, then an excessive absence warning letter is sent to the parent or legal guardian.
3. If the absences continue after receiving the letter, then it is determined by the chairman if the student is meeting the habitual truancy threshold.
4. If the student meets the habitual truancy threshold, then a habitual truancy letter is sent to the parent or guardian along with an invitation to create a 60-day Absence Intervention Plan for the student(s).
5. The Absence Intervention Committee will review and monitor students' attendance progress for the duration of the 60-day Absence Intervention Plan.
6. If the Absence Intervention Plan is unsuccessful, a truancy complaint is filed with the Montgomery County Juvenile Court. Additionally, a complaint will be filed with the Montgomery County Children Services for educational neglect.

### **Multi-tiered Systems of Support: Behavior Interventions**

**Directions:** Provide an overview of the behavior management strategies and interventions that will be implemented at the charter school to promote a positive and inclusive school culture, ensure student safety, and address student misconduct or behavioral issues. Include information on the use of restorative practices, positive behavioral supports, and disciplinary consequences.

In the last year, the school's administrative team has amended its discipline process, trained the staff on the new system, and regularly analyzed the system for fidelity and effectiveness. The Intervention Assistance Team meets bi-weekly to discuss issues and ideas relating to school climate and culture.

[City Day Community School PBIS Behavior Matrix](#)

[City Day Community School PBIS Handbook](#)

[City Day Community School Behavior Response Flowchart](#)

[City Day Behavior Definitions](#)

[City Day Community School Discipline Plan](#)

[IAT Request for Assistance Form](#)

[IAT Team Guidelines](#)

[Creating A Positive Culture: PBIS and Restorative Practices Training Presentation](#)

### **Multi-tiered Systems of Support: Social-Emotional Supports & Interventions**

**Directions:** Outline the procedures and resources that will be implemented at the charter school to support the social-emotional well-being of students, including the provision of counseling services (if available), student support groups, peer mediation programs, and partnerships with community organizations to address any emotional or psychological needs of students.

#### **IAT Team**

The City Day Community School PBIS Tiers 2 & 3 (IAT) Team is composed of school personnel who are versed in the multidisciplinary needs of the whole child; academic, special needs, behavioral, cultural, social and emotional. The Intervention Assistance Team consists of the Superintendent, Principal, School Counselor, Dean of Discipline, Community Partner-Restorative Justice Arts, Social Worker, Intervention Specialist, Grade Level Lead Teachers and a parent. Staff members who serve on the Tiers 2 & 3 (IAT) Team will work to establish systems and practices for students requiring more interintensive social, emotional, an/or behavioral support. Members of this group will ensure timely access to interventions, oversee implementation of practices and regularly use data to monitor student progress during intervention and evidence overall program outcomes. In summary, the team will:

- Help to identify students at elevated risk for negative school outcomes:

- Make data-driven decisions about interventions for student groups and individual students
- Monitor student data to evaluate the effectiveness of interventions and adjust if needed
- Develop procedures and data-based decision rules for referring students to intervention:
  - Existing information, such as discipline minor or major write-ups, or student attendance data
  - Teacher or parent nomination
  - Screening instrument scores
- Provide Tier 2 strategies, interventions, and motivation supports
- Provide training and support to school personnel, students, and families regarding Tier 2 interventions
- Meet regularly (bi-weekly or at least monthly) to review Tier 2 interventions and rewards, monitor individual student progress, discuss new referrals, and review student data
- Summarize and review data to address the following questions:
  - Are appropriate students being referred?
  - Are students receiving support quickly and consistently?
  - Has the entire staff been trained?
  - Is behavior data being received and reviewed regularly?
  - Have data-based decision rules been established for accessing, monitoring progress, and tracking the interventions?
  - Are interventions implemented as planned?
  - Is adequate training provided to individuals who will implement interventions?

### **PBIS Practices**

City Community School was awarded the Bronze award for its PBIS practices for 3 consecutive years. We are the only charter school in the State of Ohio to receive this award. The PBIS system consists of two components: the PBIS store and the PBIS room. K-3 grade students can earn PBIS paw bucks that can be redeemed at the PBIS store for items such as candy and fun toys. The middle school students can earn PBIS points for their positive behavior and redeem them through the use of the PBIS Rewards System.

### **Social Emotional Learning-Restorative Justice Arts-RJA**

Restorative Justice Arts (RJA) is a community partner with City Day Community School. RJA provides staff professional development supporting the schoolwide implementation and administrative support in the areas of Social Emotional Learning, PBIS, and the use of the Second Step Curriculum. Second Step offers evidence-based programs to assist students with building social-emotional skills while in school and will be carried into lifelong living. There is an emphasis on using Restorative Practices and Restorative Justice Circles to assist both students and adults on how to build and create positive relationships with a focus on healing and reconciliation instead of punishment. The combination of the arts and music technology is essential to the transformative experiences for both victims and offenders. The integration of artistic elements such as theater, music, painting, and parent engagement creates a humanized approach to the restorative process.

### **SEL FRIDAYS**

Every Friday the school comes together at the beginning of the day for Harambee(45 minutes) which is a Swahili word that means ***“all pull together.”*** It is a time of joy and excitement in which guests are invited to read to the students. There is a lot of music, chanting and recognitions of students and staff members. Friday is the intentional day week that focuses on social emotional learning using Second Step and participating in restorative circles to build relationships, communication skills, and conflict resolutions. The school counselor alternates teaching SEL to K-8 every Friday. Once a semester RJA hosts “Staying Restorative Workshops” for 6th-8th graders at Central State University West. The workshops are divided between boys and girls. The girls attend one day and the boys attend another. Workshops include topics such as bullying, dressing for success, entrepreneurship, and respect.

**Staying Restorative Workshop Permission Slip**

**Staying Restorative Workshop Agenda Sample**

**Staying Restorative Session Sample**

### **Addressing Learning Loss**

**Directions:** Outline the strategies and resources the school will use to address learning loss and accelerate student learning. Available resources include [Future Forward Ohio](#) and [TNTP's Opportunity Myth Recommendations](#).

**City Day uses Amplify tutoring as a tool to accelerate student learning in grades 3-6. See the link below for more information:**

**Amplify Tutoring**

**Additionally, students who are off track in reading in grades K-4 are placed on a RIMP. Here are RIMP Instructions:**

**RIMP Completion Expectations**

**To address learning gaps and summer slide, City Day Community School offers six weeks of skill-based school in the summer.**

**Summer School Program Overview 2024**

### **Parent & Community Engagement**

**Directions:** Provide an overview of the strategies and resources that will be implemented at the school to promote parent and

family engagement, including regular communication with families, opportunities for parent involvement in decision-making and school activities, and the establishment of parent advisory committees or organizations.

**City Day Community School uses many means for communicating with parents and the community at large. Here are some of the ways we engage our parents and community:**

1. City Day website
2. **City Day App (work in progress)**
3. **Facebook page**
4. **Parent Association events**
5. **Community Partnerships (i.e. Restorative Justice Arts, K-12 Tejas Art Studio, DCDC, Muse Machine, Dayton Police Department, Shiloh Baptist Church, Office Depot)**
6. **Parent surveys**
7. **Weekly One-Calls from Principal**
8. **Community Readers at Harambee on Fridays**
9. **Parent representation on committees**
10. **Quarterly newsletters**

### **School Leader Professional Development**

**Directions:** Outline the professional development opportunities and requirements for school leaders, including workshops, conferences, and ongoing training in areas such as leadership, instructional strategies, and school improvement processes.

#### **Buildership University**

**The Superintendent and The Principal are currently enrolled in an Administrative Mentoring Program called Buildership University. This program mentors administrators through the process of developing efficient and effective schools. The focus is on the development of a 100% vision (goals) and mission statement with the creation of action steps that lead to achieving the vision(goals). The action steps focus on teacher, team, and system developments.**

#### **Ashland University**

**The Superintendent is currently enrolled in a School Finance class at Ashland University. This is a requirement to receive the 2nd year Alternative Superintendent License and the 5 year Professional Superintendent License.**

### **Teacher Professional Development**

**Directions:** Describe how the school will provide ongoing professional development and support for teachers and support staff, including workshops, conferences, and coaching in areas such as instructional techniques, learning standards, classroom management, cultural competency, etc.

Please see the following links for ways City Day Community School provides ongoing professional development and support for teachers and support staff. The LPDC committee meets monthly and discusses professional development needs school-wide, or specifically within each teaching cluster. On an individual level, each teacher at City Day Community School is placed on a Professional Growth Plan, which is revisited two times per year, and aligned with both their specific LPDC goals and the school's mission and vision. Additionally, the Principal, who is the primary evaluator, keeps a teacher "dashboard" to track each teacher's focus on achieving their goals. This is shared weekly with the Instructional Coach, who supports teachers based on individual focus areas.

**[LPDC Committee Roster, Schedule, LPDC Meeting Minutes Example, and 2023-2024 PD Plan](#)**

**[Professional Growth Plan Example](#)**

**[Teacher Dashboard for Principal and Instructional Coach Support](#)**

### **Teacher Recruitment, Retention, and Pipeline Planning (Resource Available: [Recruitment](#))**

**Directions:** Describe how the school will create a teacher pipeline or Grow Your plan in order to ensure students have access to qualified teaching staff.

**City Day Community School strives to grow teachers in at least one category (developing, skilled, accomplished) in at least one domain per school year. Here are some of the tools used to aid in that process:**

**[Teacher Dashboard](#)  
[Microslicing Feedback Example for Teacher Feedback and Growth](#)  
[Professional Growth Plan Example](#)**

#### **Teacher Recruitment and Retention Strategies:**

##### **1. MENTAL HEALTH DAYS-MHD**

The entire school staff receives one Mental Health Day (MHD) per quarter and are required to take the day or lose it. It is an opportunity for staff members to take a day of rest outside of the regularly scheduled day out of school.

##### **2. PREP DAYS**

The staff receives a non-student day after each major break such as Thanksgiving break, the Holiday break, and Spring break. The first Monday after each major break the staff comes back to school without students to get mentally and physically prepared for the students to return on that Tuesday.



### **3. PROFESSIONAL DEVELOPMENT DAYS (PDD)**

We also align our professional development days with holidays such as MLK Day and President's Day. This will allow the staff to have a non-student day in alignment with a holiday allowing for a long weekend break. Our PDDs provide an opportunity for the staff to socialize and fellowship after professional development. The Administration will provide lunch at a restaurant before dismissing the staff for the weekend. **The purpose of the intentional focus on staff breaks and fellowship is to reduce "burnout" as much as possible and these strategies have kept our turnover at a minimum.**

### **4. RECRUITING STRATEGIES**

City Day uses a variety of techniques to recruit staff. We use hiring websites such as Zip Recruiters, Monsters, etc. We also use social media sites such as Facebook and Instagram. Word of mouth has been essential to finding new staff and recruitment and occasionally we have attended educational hiring events.

## **Organizational Chart & Governance Structure**

**Directions:** Outline the roles and responsibilities of the school's governing board, including how members are selected, their terms of service, and the decision-making process for the board. Additionally, describe (or provide a graphic or attachment) of the school's organizational structure, including the chain of command and reporting structure for administrators, teachers, and support staff.

### **Powers of the Board**

The Board shall conduct the direct affairs of City Day Community School and exercise its powers, subject to the limitation of the Bylaws. The Board may delegate the management of the activities of the School to others, so long as the affairs of the School are managed, and its powers are exercised, under the Board's ultimate jurisdiction. The powers of the Board include but are not limited to the following:

1. To elect and remove Board members
2. To select and remove officers, agents, and employees of the Board and/or the School; to prescribe powers and duties for them; and to fix their compensation
3. To conduct, manage, and control the affairs and activities of the School, and to make rules and regulations.
4. To enter into contracts, leases, and other agreements which are, in the Board's judgment, necessary or desirable in obtaining the purposes of promoting the interests of the School.
5. To provide oversight of the acquisition of real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in-encumber, convey or otherwise dispose of such property.
6. To incur debt

### **Number of Board Members**

The number of Board members serving the Board shall be not less than 3 (representing a quorum) and not more than 5. The Board shall fix the exact number of Board Members, within these limits, by Board resolution or amendment of the Bylaws. The exact number of Board members is 5.

### **Election of Board Members**

1. Election: The Board shall elect Board Members by the vote of the majority of Board Members currently in office, whether or not the number of Board Members in office is sufficient to constitute a

quorum.

2. **Eligibility:** The Board may elect any person who in its discretion it believes will serve the interest of the Board and School fruitfully and effectively.
3. **Term of Office:**
  - The term of office of all members of the initial Board shall be one year.
  - At the end of the first year, The Board, at its discretion, shall provide for staggered terms of its Board Members. , by designating approximately one-third of the membership to one-, two- or three year terms. Following the expirations of those designated terms, the term of each Board member shall continue for three years.
  - No Board Member, other than Board Members serving as the Chair or Vice Chair may serve for more than seven (7) consecutive years.
  - The term of office of a Board Member elected to fill a vacancy begins on the date elected to fill a vacancy.

#### **Time of Elections**

1. The Board shall elect members whose terms begin on July 1 of a given year at the Annual Meeting for that year (if one is held), or at a regular meeting designated for that purpose, or a special meeting designated for that purpose.

### **CITY DAY COMMUNITY SCHOOL ORGANIZATIONAL CHART**

#### **Student Enrollment & Retention Plan**

**Directions:** Provide an overview of the school's process for student enrollment, including eligibility requirements, application procedures, etc. Additionally, describe any strategies or initiatives the school will implement to ensure a high rate of student retention.

#### **City Day Community School Policy P.6-7**

##### **New Student Enrollment**

1. Complete the application
2. Providing all documentations which includes the birth certificates, proof of residency and vaccination history.
3. New parents and students meet with the Administration team to review expectations and answer any questions that the parents or students may have.
  4. Building Tour
  5. Meet the teacher

##### **Veteran Students-Reenrollment**

1. Must update proof of residency

#### **STRATEGIES FOR STUDENT RETENTION**

**Social Emotional Learning-Restorative Justice Arts-RJA**

Restorative Justice Arts (RJA) is a community partner with City Day Community School. RJA provides staff professional development supporting the schoolwide implementation and administrative support in the areas of Social Emotional Learning, PBIS and the use of the Second Step Curriculum. Second Step offers evidence-based programs to assist students with building social-emotional skills while in school and will be carried into lifelong living. There is an emphasis on using Restorative Practices and Restorative Justice Circles to assist both students and adults on how to build and create positive relationships with a focus on healing and reconciliation instead of punishment. The combination of the arts and music technology are essential to the transformative experiences for both victims and offenders. The integration of artistic elements such as theater, music, painting and parent engagement creates a humanized approach to the restorative process.

**SEL FRIDAYS**

Every Friday the school comes together at the beginning of the day for Harambee (45 minutes) which is a Swahili word that means **“all pull together.”** It is a time of joy and excitement in which guests are invited to read to the students. There is a lot of music, chanting and recognitions of students and staff members. Friday is the intentional day week that focuses on social emotional learning using Second Step and participating in restorative circles to build relationships, communication skills and conflict resolutions. The school counselor alternates teaching SEL to K-8 every Friday.

Once a semester RJA hosts “Staying Restorative Workshops” for 6th-8th graders at Central State University West. The workshops are divided between boys and girls. The girls attend one day and the boys attend another. Workshops include topics such as bullying, dressing for success, entrepreneurship and respect.

**Dropout Prevention & Recovery Schools ONLY**

**Career-Technical Education Offerings**

Directions: Describe the career technical education offerings at the school allowing students to learn through career exploration, taking college courses, and earning industry credentials.

**Graduation Pathways**

Directions: Describe how the school will meet Ohio's Graduation Requirements including any Alternative Pathways made available to students at the school.

**N/A**

# CITY DAY COMMUNITY SCHOOL IMPROVEMENT PLAN

134247

[320 SOUTH MAIN ST]

[DAYTON, OHIO 45402]

For Implementation during the following years: FY 2023 -- FY 2024

<b>Members of School Team</b>	
Name: CRYSTAL GILBERT-MOSLEY	Title: SUPERINTENDENT
Name: PAULÀ GRAHAM	Title: PRINCIPAL
Name: KATIE BURNS	Title: FEDERAL PROGRAMS COORDINATOR
Name: JESSICA BEERS	Title: 6 <sup>TH</sup> -8 <sup>TH</sup> MATH LEAD TEACHER
Name: FELICIA CUNNINGHAM	Title: 4 <sup>TH</sup> -5 <sup>TH</sup> ELA/SS LEAD TEACHER
Name: EMMANUEL BELL	Title: SCHOOL COUNSELOR
Name: HEATHER SHINGLER	Title: INSTRUCTIONAL COACH/K-3 LEAD
Name: DERON BELL	Title: DIRECTOR-RESTORATIVE JUSTICE ARTS (COMMUNITY SUPPORT)
Name: JULIUS RUBY	Title: RESTORATIVE JUSTICE ARTS SITES FACILITATOR
Name: JOSEPHINE LAURY	Title: MENTAL HEALTH COUNSELOR
Name: MICHELLE FRANCE	Title: SPECIAL EDUCATION COORDINATOR
Name:	Title:
Name:	Title:

Note: School plans must be developed in consultation with parents, teachers, administrators, Governing Board member(s) & other appropriate school personnel.

## SCHOOL MISSION/VISION STATEMENT

The mission of the City Day Community School is to provide individualized education for our students, which is provided by our highly qualified teachers and trained professional staff, in a physically and emotionally safe environment. We embrace, equip, educate, and compel each student to take advantage of every opportunity to reach their goals and desires to improve their quality of life. We support and encourage parent involvement. We effectively seek and use community partners to support higher student academic achievement.

Does the School Improvement Plan Support the School's Mission/Vision Statement?     Yes     No

If Yes, how? If No, how could they be aligned?

Our staff goes above and beyond to meet our students on their educational level; therefore classroom instruction includes centered-approach learning, ability grouping, and small groups. Teachers are expected to differentiate instruction to meet the needs of all of our students. Seventy-three percent of our teachers are highly qualified and the other 28% are on a plan to become highly qualified. We pride ourselves on providing a safe and emotional environment for both our staff and students. Both the Superintendent and Principal have an open door policy to discuss any concerns without judgment and with strict confidentiality. The school provides a bullying application that students can use to report bullying/harassment anonymously. The school has implemented the Restorative Justice Program as an alternative to suspension. The school has formed partnerships with community churches and organizations to support learning and community involvement. We are forming a PTO this school year in an effort to enhance parent involvement.

## ADDITIONAL INFORMATION

**Point of Contact for School Improvement:**

Name: CRYSTAL MOSLEY Position: SUPERINTENDENT  
Telephone Number: 9372238130 Email Address: CMOSLEY@CITYDAY.ORG  
Name of Operator (if applicable): \_\_\_\_\_  
Name of Sponsor: Educational Research Consultants of Ohio

Is your school affiliated with an educational service center (ESC)?  Yes  No  
if yes, which ESC? \_\_\_\_\_

**Please check all that apply:**

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | This school is identified as a priority school.                                    |
| <input checked="" type="checkbox"/> | This school received a special education rating of needs intervention              |
| <input checked="" type="checkbox"/> | This school is required to develop and implement a Reading Achievement Plan (RAP). |
| <input checked="" type="checkbox"/> | This school is identified as a focus school.                                       |
| <input type="checkbox"/>            | This school received a Direct Student Services grant for 2018-19.                  |
| <input type="checkbox"/>            | This school is applied for a Round 2 Direct Services grant.                        |
| <input checked="" type="checkbox"/> | This school applied/is applying for school improvement (1003) grant funding.       |
| <input type="checkbox"/>            | This school currently receives SIG funding.  |
| <input type="checkbox"/>            | This school is identified as 'at-risk' for closure due to poor performance.        |

## COMPREHENSIVE NEEDS ASSESSMENT

### DATA REVIEWED & ANALYZED:

In addition to statewide assessments, check all school data reviewed and analyzed in preparation and development of the School Improvement Plan.

School Data	English Language Learner (ELL) Data	Special Education Data
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Statewide Assessments</li> <li><input checked="" type="checkbox"/> Formative Assessments</li> <li><input checked="" type="checkbox"/> Interim Assessments</li> <li><input type="checkbox"/> Summative Assessments</li> <li><input type="checkbox"/> SAT/ACT Assessments</li> <li><input type="checkbox"/> Graduation Rates</li> <li><input type="checkbox"/> Attendance Data</li> <li><input type="checkbox"/> Fiscal Resources</li> <li><input checked="" type="checkbox"/> Teacher/Administrator Observation Data</li> <li><input checked="" type="checkbox"/> Stakeholder Focus Group Information</li> <li><input type="checkbox"/> Student Demographic Data</li> <li><input type="checkbox"/> Stakeholder Survey Information</li> <li><input checked="" type="checkbox"/> Family Engagement Data</li> <li><input type="checkbox"/> Free &amp; Reduced Lunch Achievement Gap Data</li> <li><input type="checkbox"/> Subgroup Achievement Gap Data</li> <li><input checked="" type="checkbox"/> Coordination of Services for FRL, ELL, and/or IEP students</li> <li><input checked="" type="checkbox"/> Reading Achievement Plan</li> <li><input type="checkbox"/> Grants</li> <li><input type="checkbox"/> Other: _____</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Service Delivery Models</li> <li><input type="checkbox"/> Content/ESL Staffing &amp; Trainings</li> <li><input type="checkbox"/> Policies &amp; Procedures</li> <li><input type="checkbox"/> Parental Involvement</li> <li><input type="checkbox"/> Monitoring Former ELLs (exited less than two years)</li> <li><input type="checkbox"/> AMAOs/OELPA Analysis</li> <li><input type="checkbox"/> Comparison of OELPA with other Assessments (i.e., CRT, MAP, Proficiency, etc.)</li> <li><input type="checkbox"/> Achievement Gap Data (i.e., graduation rates, attendance, interim test scores, etc.)</li> <li><input type="checkbox"/> Other: _____</li> </ul> <p style="text-align: center;"><b>NOT APPLICABLE-SCHOOL DOES NOT HAVE ELL STUDENTS</b></p>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Alternate Assessment Significant Cognitive Disabled (AASCD)</li> <li><input checked="" type="checkbox"/> Achievement Gap Data</li> <li><input checked="" type="checkbox"/> Individualized Educational Programs (IEP)</li> <li><input checked="" type="checkbox"/> Service Delivery Model</li> <li><input checked="" type="checkbox"/> Special Education Procedures – Schoolwide</li> <li><input checked="" type="checkbox"/> Special Education Profile</li> <li><input checked="" type="checkbox"/> Special Education Ratings (for last 3 years)</li> <li><input checked="" type="checkbox"/> IEP Team Membership/Attendance</li> <li><input checked="" type="checkbox"/> IEP Compliance</li> <li><input checked="" type="checkbox"/> Approaches to Testing Accommodations</li> <li><input checked="" type="checkbox"/> Special Ed Staffing &amp; Professional Development</li> <li><input checked="" type="checkbox"/> Availability of Curriculum for IEP Students</li> <li><input checked="" type="checkbox"/> Special Ed Policies &amp; Procedures</li> <li><input checked="" type="checkbox"/> Other: TBT-Teacher monitoring Instructional effectiveness</li> </ul>

**Please attach copies of other data reviewed or analyzed as part of the Improvement Plan needs assessment.**



**RESULTS FROM DATA ANALYSIS:** Identify the data sources or evidence that supports the statements made in the narratives under Areas of Strength and Areas of Concern.

### Areas of Strength

City Day Community School has many areas of strength. Here are the areas the team has identified and the sources of data or evidence that supports these claims:

- As a result of implementing PBIS practices, City Day has undergone a culture shift in the last five years that is continuing today. The first three years of implementation focused on Tier I using an expectation matrix, school-wide reward system, and a team that meets monthly to monitor the program using PBIS Rewards data. The last four years up until present has been focusing on Tier II and Tier III. City Day hired a full-time certified Guidance Counselor, and a full time Mental Health Therapist to assist with crisis care and individual behavior plans for students who fall in these categories.
- Teachers use strategies from Restorative Practices and Justice (all staff has been trained on this) to build relationships with their students and deliver logical consequences whenever possible. As a result, students aren't being removed from the classroom as frequently (recovery zones are used), and there are less interruptions in instruction. The majority of parents, students, and staff feel that City Day is a place of trust and safety (evidenced by culture survey results).
- Overall student attendance rates are up 5% (as evidenced by SIS ADA reports), and student suspensions are drastically down to 0 from this time last year (major referrals are also down from 154 last year from August to January to 73 this year, as evidenced by PBIS Rewards data).
- City Day is in the process of creating a Parent-Teacher Association that will meet quarterly and will host such programs as Literacy Night, Teacher Appreciation Week, Bio-Bash, and Scholastic Book Fair.
- City Day has expanded their athletic program to include both basketball and dance/cheerleading. Coaches emphasize the importance of academics and hold study tables after school before practice begins.
- City Day has formed partnerships within the community for the betterment of the school and its programming. Examples of these include: Dayton Police Department (basketball games, staff trainings, read-alouds), Onyx Winterguard (gym rental and school performances to help support our athletic program), FLOC of Dayton (after-school tutoring program, school supplies, Christmas cottage, winter supplies for families), In His Presence Ministries (mentoring program, school supplies), Restorative Justice Arts (middle school SEL workshops), Muse Machine and Victoria Theater (performing arts exposure and integration).
- City Day Community School has instituted an independent learning program as an alternative to suspension.

### Areas of Concern: Identify the ROOT CAUSE for each area of concern

**Suspension Rates:**

- After reviewing our data we have found that the root causes for the suspensions and behaviors among our tier 2 and tier 3 students stems from poor implementation and lack of support within our existing PBIS program. The school does not currently have a social emotional learning curriculum that will help assist both teachers and students a more proactive approach to dealing with behavioral and/or emotional concerns. The current character education program is not being taught, administered or monitored with fidelity. Teachers are unsure of the discipline plan process and procedures.

**Economically Disadvantaged Literacy Growth Rates:**

- Closing the gap among the economically disadvantaged students in literacy over the past three years has been ineffective. According to the 23-24 pre-target results, out of 185 k-8 students, 69% showed growth in reading on their Fall STAR 360 assessments. While many of these students are showing some value-added growth, these gains are not significant enough to effectively close the gaps in this particular group of students. The root cause is mainly that students are being progress monitored regularly. Learning goals are not being met or amended regularly. Students with literacy goals often receive interventions that do not match their specific academic needs based on the Instructional Planning Report from the STAR assessment or other formative assessment results.

**INQUIRY PROCESS**

What are the causes/factors in the areas of Curriculum & Instruction, Assessment, Climate, Support Services and/or Leadership that may impact or impede student achievement for each priority need, and what are the solutions/strategies that will address each priority need and the underlying causes/factors?

<b>PRIORITY NEEDS/GOALS:</b> Based on the review and analysis of the school's data, identify at least 3 and no more than 5 priorities (goals) that focus on the specific achievement gap(s) identified for the school.	<b>Root Causes:</b> List as many causes as necessary for each priority need (Example: no common school-wide curriculum or assessment system, ineffective teaching strategies)	<b>Solutions (Strategies):</b>
<b>PRIORITY NEED/GOALS 1:</b>	The school does not have an effective curriculum or strategies to deal with tier 2 and tier 3 students.	<b>Evidence Based Strategy: PBIS-Restorative Practices</b>

**To reduce suspensions district wide (K-8) by 50% from 70 annually to 35 or fewer by May, 2026.**

- > Adults are more reactive than proactive when dealing with student behavior.
- > Adults are not clear on the discipline process.
- > Inconsistent use of the discipline flowchart

- Adults are not supporting student behavior and teaching students coping skills.
- > Adults are not teaching character education with fidelity.
- > Administration is not monitoring the process with fidelity.

PBIS is a universal school wide strategy aimed at reducing behavior problems that lead to office discipline referrals and suspensions, and change the perception of school safety. Students in schools that have effectively implemented PBIS received significantly fewer school suspension than students that attend schools that do not have PBIS.

Perceptions of safety improved in the schools that implemented PBIS but declined in school that have not instituted PBIS. Tier 2 and Tier 3 behaviors improved greatly reducing suspensions and referrals by this group between 50%-75%. The implementation of PBIS strategies customized for tier 2 and tier 3 behaviors will greatly reduce suspensions and office referrals as long as the process is monitored with fidelity.

Restorative justice/practices is a powerful approach to discipline that focuses on repairing harm through inclusive processes that engage all stakeholders. Through the restorative justice process students are encouraged to reflect on their behavior and the root causes, talk about them-usually with victims of the behavior (other students or teachers) and try to make amends for them. Teachers are trained in restorative practices that will allow prevention of negative behaviors through restorative conversations and circles. This is a proactive approach that trains adults how to engage with students in a manner that actively prevents negative behaviors. Focusing on developing school wide restorative practices and implementation of a school wide social emotional learning curriculum will ultimately decrease tier 2 and tier 3 behaviors significantly.

**PRIORITY NEED/GOAL 2:**

**The number of economically disadvantaged students in grades K-8 showing growth in reading using the STAR 360 assessment will increase from 69% to 80% by May, 2026.**

Teachers in grades K and 1 are not currently using and up to date curriculum based on the Science of reading.

Students are being progress monitored regularly. Learning goals are not being met or amended regularly. Students with literacy goals often receive interventions that do not match their specific academic needs based on the Instructional Planning Report from the STAR assessment or other formative assessment results.

**Evidence Based Strategies: Freckle Intervention Program (Renaissance)**

City Day used Ohio's Evidence-Based Clearinghouse to select evidence-based strategies for improving student success in both English Language Arts.

For improving student proficiency rates in English Language Arts, City Day selected Renaissance's Freckle Program, which is an individualized approach to skills instruction designed to improve student's reading success by providing specific learning experiences according to students' unique needs based on student's STAR testing results. The approach includes teacher-delivered and web-based instruction, large and small intervention groups, and frequent assessment to see that all students are on track to success.

Steps for this are to include:

Professional development on Literacy and Dyslexia Training given by SST 10 and ODE will be attended by the Principal and Primary Teaching Team along with Intervention Specialist in 2023. 3-8th grade literacy teachers will attend in 2025. Materials from this training will be stored for documentation purposes.

In addition to STAR assessment screening for on-track/off-track students, City Day will purchase and train the Special Education Team in administering a diagnostic assessment to pinpoint specific skill deficits in students. This information will be used to determine Learning Progression entry points.

The Principal, Special Education Team, and BLT will meet in July of 2024 to review and update the RTI process to ensure it includes SWD. The Special Education Team will provide RTI training to staff at staff retreat in August, 2024.

The Special Education Team will develop an internal procedure as to when IEP's will be amended.

		<p>Beginning in 2023, teachers will receive PD on core content involving Science of Reading, focusing on code-based instruction. The Principal will ensure that all educators have access to materials necessary for skill intervention that is on the approved state vendors list for quality reading instruction.</p> <p>The Principal will work with academic coaches (both on staff and provided by the school's sponsor) to ensure that the proper interventions are being administered by the Intervention Specialist, Instructional Aides, and General Education Teachers to meet the skill deficit needs of the students. The Intervention Specialist will track student progress toward grade-level standards and will present this information via email and at monthly Special Education Team meetings.</p>

## ACTION, MONITORING & EVALUATION PLAN DESIGN

List the action steps to implement the solutions/strategies for each priority need, as well as the timeline, resources, and the entity responsible for the action steps. Also identify the monitoring plan implementation evidence, the timeline for collecting the data, and the person or position responsible for ensuring the action steps occur. For the evaluation, provide the results of the implemented action step.

## ACTION, MONITORING & EVALUATION PLAN DESIGN

**Identify an Area of Focus:** Reducing negative behaviors through the implementation of social emotional learning

**Priority Need/Goal 1**

To reduce suspensions district wide (K-8) by 50% from 70 annually to 35 or fewer by May, 2026.

**Evidence-Based Strategy:**

PBIS & Restorative Justice

Level 1 -ODE Clearinghouse

<b>Measurable Objective 1:</b> <ul style="list-style-type: none"> <li>85% of the teachers/staff will effectively implement with 85% fidelity PBIS and Restorative Practice strategies.</li> </ul>		
<b>PN/Goal 1</b>	<b>Action Step 1:</b> (to implement the solutions/strategies)	<ul style="list-style-type: none"> <li>Develop a Tier 2 and Tier 3 team.-<i>Team was developed beginning August,2023-meets every other Thursday</i></li> <li>Identify Tier 2 and Tier 3 students- Assign those students with a teacher mentor or counselor.-<i>Tier 2 and Tier 3 students were assigned to a staff member and CICO has been implemented-August, 2023. All new students are assigned to a teacher mentor and participate in new student circles for six weeks.</i></li> <li>Assign all new students to a teacher mentor/counselor as part of the CICO process.</li> <li>The teacher mentor/counselor will administer the CICO process with fidelity.-<i>Implemented beginning August, 2023</i></li> <li>Develop behavioral plans for current Tier 2 and Tier 3 students which includes the check in/check out system with the school counselor. <i>Implemented on going process</i></li> <li>Design a Restorative Justice room -<i>Designed and Implemented February, 2022</i></li> <li>Implementation of Restorative Practice training-school wide (Professional Development) <i>-Implemented August, 2023</i></li> <li>Equip the restorative justice room with needed materials: chromebooks, educational video/cvds, self reflection, stress relieving manipulatives and conflict resolution <i>games-August, 2023-ongoing process</i></li> <li>Purchase needed items for the PAW Bucks store-PBIS.-<i>Purchased September 2023-ongoing process</i></li> <li>Purchase social emotional learning curriculum-Step up curriculum and implement school wide.-<i>Purchased July, 2023 for middle school and primary/ Ripple Effects purchased Aug 2023</i></li> <li>Schedule Restorative Practice Professional development-August, 2023-<i>Implemented August, 2023 at staff retreat</i></li> </ul>
	<b>Resources Needed for Implementation:</b> (People, Materials, PD, Funding Sources, TA, etc.)	<ol style="list-style-type: none"> <li>reading/math software, Step Curriculum, stress relieving manipulatives, conflict resolution games and material</li> <li>Funding Source: SIG 1003/General Fund/Title 1 funding</li> </ol>
<b>Action Plan</b>	<b>Resources Needed for Implementation:</b> (People, Materials, PD, Funding Sources, TA, etc.)	<ol style="list-style-type: none"> <li>reading/math software, Step Curriculum, stress relieving manipulatives, conflict resolution games and material</li> <li>Funding Source: SIG 1003/General Fund/Title 1 funding</li> </ol>
	<b>Timeline &amp; Person/Position Responsible for Implementation:</b>	Schedule Restorative Professional Development-June, 2023 (Building Leaders) Purchase items needed for PAW Buck Store-PBIS & Restorative Justice Room by August, 2023 (Building Leaders)

<p><b>Monitoring Plan</b></p>	<p><b>Evidence of Implementation:</b> (Data that will verify the action step has occurred)</p>	<p>Schedule training for the STEP UP Curriculum- August-2023 (Building Leaders) Develop budget- June, 2023 (School Leaders)</p> <p>The PBIS Matrix of behavior expectations will be implemented to Tier 2 and Tier 3 students with 100% fidelity and by 85% of the staff. Focused CWT and OTES data will be collected weekly. The walkthroughs will provide verifiable use of the following data:</p> <ul style="list-style-type: none"> <li>● Major/Minor flowchart use for instances of negative behaviors</li> <li>● Appropriate completion of Major/Minor forms to include interventions</li> <li>● Use of Love and Logic language</li> <li>● Use of recovery zones and PAWS and Think forms: Monitoring the increase/decrease of major and minor behavioral issues</li> <li>● Restorative Conversation conducted in the classroom</li> <li>● Seven habits posted and discussed on a daily basis</li> <li>● Step Up curriculum utilized ( Step Up-social emotional learning curriculum)</li> </ul>
<p><b>Evaluation Plan</b></p>	<p><b>Timeline &amp; Person/Position Responsible for Supervision of Implementation:</b></p> <p><b>Results of implementation:</b>  <b>2022-2023: 70 suspension events</b>  <b>2023-2024: 0 suspension events as of 1-24-24</b>  <u>Same time period indicators:</u>  <b>8/1/22 - 1/24/23: 154 office referrals</b>  <b>8/1/23 - 1/24/24: 73 office referrals</b>  <b>100% of staff actively engaged in SEL/PBIS</b></p>	<p>Summer 2023-Classroom Walkthrough forms developed (Building Leaders)  Fall 2023-Spring 2024- Focused CWT will be collected weekly using the classroom walkthrough forms. This data will be shared monthly and analyzed by the BLT, PTO and the governing board.  Spring 2024 -CWT data, fidelity check results, OTES data, and PBIS Rewards data will further verify effective implementation. (Building Leaders/SST/Sponsor).</p> <p>Summer 2023- Social emotional learning curriculum approved by the governing board.-<b>completed</b>  Summer 2023 Items purchased for successful implementation of PBIS.-<b>completed</b>  Summer/Fall-2023 Professional Development: in social emotional learning curriculum -<b>100% completed.</b>  Summer 2023- Restorative practices/justice train the trainer certification completed  Summer-August 2023-completed  Fall 2023- Weekly CWT evidence-See Classroom Walkthrough Worksheet</p> <p>Spring 2022-60% of staff are actively engaged in the social emotional learning process.  Spring 2023-85% of staff are actively engaged in the social emotional learning process.  Winter 2023-Suspension rates reduced by 100%.</p>



## ACTION, MONITORING & EVALUATION PLAN DESIGN

**Identify an Area of Focus:** Low proficiency levels for economically disadvantaged students are impacting the gap closing category on our state report card.

**PRIORITY NEED/GOAL 2:**

The number of economically disadvantaged students in grades K-8 showing growth in reading using the STAR 360 assessment will increase from 69% to 80% by May, 2026.

**Evidence-Based Strategy:**

- For improving student proficiency rate in English Language Arts, City Day selected Renaissance's **Freckle Intervention Program**, which is an individualized approach to skill development by providing different learning experiences according to students' unique needs. It has been shown to improve reading and writing achievement in struggling student populations.

**Evidence Level:**

**1-What Works Clearinghouse**

**Measurable Objective 2:** By August 2023, grades 3-8 reading instructors will undergo professional development in Renaissance's Freckle intervention program, and implement the program 30 minutes per day to meet the learning needs of all students in grades 3-8 with 85% fidelity as measured by PD/CWT data.

**PN/Goal 2**

**Action Step 2:**  
(to implement the solutions/strategies)

1. Professional development on Literacy and Dyslexia Training given by SST 10 and ODE will be attended by the Principal and Primary Teaching Team along with Intervention Specialist in 2023. 3-8th grade literacy teachers will attend in 2025. Materials from this training will be stored for documentation purposes.. **Completed for grades K-2 and IS**

		<p>2. In addition to STAR assessment screening for on-track/off-track students, City Day will purchase and train the Special Education Team in administering a diagnostic assessment to pinpoint specific skill deficits in students. This information will be used to determine Learning Progression entry points. <b>Completed Training conducted on September, 2023</b></p> <p>3. The Principal, Special Education Team, and BLT will meet in July of 2023 to review and update the RTI process to ensure it includes SWD. The Special Education Team will provide RTI training to staff at staff retreat in August, 2023. <b>Completed as scheduled</b></p> <p>4. The Special Education Team will develop an internal procedure as to when IEP's will be amended. This procedure will be uploaded for documentation purposes. <b>Completed and uploaded</b></p> <p>5. Beginning in 2023, teachers will receive PD on core content involving Science of Reading, focusing on code-based instruction. The Principal will ensure that all educators have access to materials necessary for skill intervention that is on the approved state vendors list for quality reading instruction. <b>Completed for K-2 in 2023, plan to complete for 3-8 in 2024</b></p> <p>6. The Principal will work with academic coaches (both on staff and provided by the school's sponsor) to ensure that the proper interventions are being administered by the Intervention Specialist, Instructional Aides, and General Education Teachers to meet the skill deficit needs of the students. The Intervention Specialist will track student progress toward grade-level standards and will present this information via email and at monthly Special Education Team meetings. All coaching reports will be uploaded for documentation purposes. <b>Ongoing process</b></p>
<p><b>Action Plan</b></p>	<p><b>Resources Needed for Implementation:</b> (People, Materials, PD, Funding Sources, TA, etc.)</p>	<p>Freckle Intervention Program Diagnostic Assessment and Training Materials RTI Training Materials and Forms, Student Data (all grades) Professional Development Training Materials In Learning Progressions (SST) Academic Coaches' Records and Recommendations Funding Source: Title IIA, General fund</p>
	<p><b>Timeline &amp; Person/Position Responsible for Implementation:</b></p>	<p>1.) Summer 2023- Dyslexia course attended given by ODE (K-2 Teachers and Special Education Team) 2.) Summer 2023- Renaissance Freckle Intervention and Heggerty Phonics resources will be researched, presented to the BLT and Board, and purchased (Administration)</p>

<p><b>Monitoring Plan</b></p>	<p><b>Evidence of Implementation:</b> (Data that will verify the action step has occurred)</p>	<p>3.) Summer 2023- RTI process evaluated and forms updated. Schedule will be analyzed to ensure core instruction is preserved for all students, and 30 minutes of intervention time is built in to each day (BLT and Special Education Teams)</p> <p>4.) Summer 2023-New internal procedures for amending IEP goals implemented (Principal and Special Education Team)</p> <p>5.) Fall 2023 and continuing quarterly- 3-8 reading instructors will undergo Professional Development using the Freckle Intervention Program. In Fall 2023, all teachers will receive instruction on RTI process and learning progressions (Administration, BLT, and Special Education Team)</p> <p>6.) Fall 2023 (ongoing)- Academic coaches (both in house and provided by sponsor) support implementation of interventions and supply feedback to reading instructors as necessary. This information is shared with administration (Academic Coaches and Administration)</p> <p>Training materials, sign in sheets, lesson plans, internal procedures description, BLT, RTI and Special Education meeting minutes, academic coaches' notes and recommendations.</p>
<p><b>Evaluation Plan</b></p>	<p><b>Timeline &amp; Person/Position Responsible for Supervision of Implementation:</b></p>	<p>1.) Monthly implementation and fidelity checks as supported by academic coaches and measured by CTW/OTES data (Academic coaches and Administration)</p> <p>2.) Monthly monitoring of student progress - shows increasing growth in SWD as measured by STAR tests and post assessments (TBTs, BLT, Special Education, Administration)</p> <p>The results of implementation will be to increase reading and math achievement by 50% over the next 3 years among the students on IEP's and the students performing at the lowest levels.</p> <p>Students will be given the STAR 360 assessment 4 times a year. Those results are shared with both the BLT and the TBTs. Students meet individually to discuss their results and to establish new goals. At the end of the school year the final STAR 360 results are evaluated to determine progress for each student. This information is matched with the Progress results on the Ohio State Report Card to ensure that our results are in alignment with the results of the State. The Special education team meets monthly to monitor the assessment results and to adjust individualized strategies to help students achieve better results.</p>

## ACTION, MONITORING & EVALUATION PLAN DESIGN

Identify an Area of Focus:			
<b>PRIORITY NEED/GOAL 3: [Restate]</b>		Evidence Level:	
Evidence-Based Strategy:			
Measurable Objective 3:			
<b>PN/Goal 3</b>	<b>Action Step 3:</b> (to implement the solutions/strategies)		
<b>Action Plan</b>	<b>Resources Needed for Implementation:</b> (People, Materials, PD, Funding Sources, TA, etc.)		
	<b>Timeline &amp; Person/Position Responsible for Implementation:</b>		
<b>Monitoring Plan</b>	<b>Evidence of Implementation:</b> (Data that will verify the action step has occurred)		
	<b>Timeline &amp; Person/Position Responsible for Supervision of Implementation:</b>		

Evaluation Plan	Results of implementation:	
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ACTION, MONITORING & EVALUATION PLAN DESIGN		
Identify an Area of Focus:		
PRIORITY NEED / GOAL 4: [Restate]		
Evidence-Based Strategy:		Evidence Level:
Measurable Objective 4:		
PN/Goal 4	Action Step 4: (to implement the solutions/strategies)	
Action Plan	Resources Needed for Implementation: (People, Materials, PD, Funding Sources, TA, etc.)	
	Timeline & Person/Position Responsible for Implementation:	
Monitoring Plan	Evidence of Implementation: (Data that will verify the action step has occurred)	




2019-20 SPENDING PLAN				
GOAL	STRATEGY/ACTION STEP	FUNDING SOURCE(S)	AMOUNT	
<ul style="list-style-type: none"> <li>To reduce suspensions school wide (K-8) by 50% by May, 2026.</li> </ul>	PBIS & Restorative Justice-Level 1  <b>Maintain PBIS/Restorative Justice classroom:</b>  Replenish items needed for PBIS & Restorative Justice classroom	CCIP-Title IVA	\$4567.98	
<ul style="list-style-type: none"> <li>To increase reading achievement growth to 80% for economically disadvantaged students by May, 2026.</li> </ul>	Re-new interventions Purchase intervention program (K-8) <ul style="list-style-type: none"> <li>Heggerty Phonics intervention: Kindergarten (\$275.97)</li> </ul>	Title IVA/Title I	\$10,205.97	

<ul style="list-style-type: none"> <li>To reduce suspensions school wide (K-8) by 50% by 2026.</li> <li>85% of the teachers/staff will effectively implement with 85% fidelity PBIS and Restorative practices.</li> <li>To reduce suspensions school wide (K-8) by 50% by 2026.</li> <li>85% of the teachers/staff will effectively implement with 85% fidelity PBIS and Restorative practices.</li> </ul>	<ul style="list-style-type: none"> <li>Freckle: K-8th (\$4,930)</li> <li>Purchase tablets (\$5,000)</li> </ul>	<p>CCIP-Title IVA</p>	<p>\$10,275.96</p>
<ul style="list-style-type: none"> <li>To reduce suspensions school wide (K-8) by 50% by 2026.</li> <li>85% of the teachers/staff will effectively implement with 85% fidelity PBIS and Restorative practices.</li> <li>To reduce suspensions school wide (K-8) by 50% by 2026.</li> <li>85% of the teachers/staff will effectively implement with 85% fidelity PBIS and Restorative practices.</li> </ul>	<p>PBIS &amp; Restorative Justice-Level 1</p> <p><b>Set up PBIS &amp; Restorative Justice Classroom</b></p> <p>Purchase social emotional learning curriculum-Second Step</p> <p>Purchase items needed for PBIS &amp; Restorative Justice classroom</p> <p>Google Discipline Streamline Forms</p>	<p>Title IIA</p>	<p>\$900</p>
<ul style="list-style-type: none"> <li>To reduce suspensions school wide (K-8) by 50% by 2026.</li> <li>85% of the teachers/staff will effectively implement with 85% fidelity PBIS and Restorative practices.</li> </ul>	<p>Professional Development Restorative Practice</p>	<p>Title IIA</p>	<p>\$900</p>




**COORDINATION OF RESOURCES**

**COORDINATION OF TITLE I FUNDS WITH OTHER PROGRAMS:** Provide the sources of funds your school is currently receiving and identify the purposes for which those funds are spent. Sources of funds include Title I and Priority/Focus School Improvement, as well as other programs that the district coordinates and collaborates with such as Title II, Title III, Migrant, Immigrant, Neglected & Delinquent, 21<sup>st</sup> Century Afterschool Programs, IDEA, McKinney-Vento/Homeless, and other state-funded programs, etc. Complete the table below

Source of Funds	Receive these funds? Y or N	Amount Received	Purposes for which funds are used (include targeted audience, specific activities, intended outcomes, etc.). Ensure these are allowable expenses under each identified grant or funding source.
Title I			
Title II-A			
Title III			
IDEA			
Migrant			

21 <sup>st</sup> CCLC			
McKinney-Vento			
Title IV-A			

**SUMMARY OF USE OF FEDERAL RESOURCES**

Provide an overview of how the school will provide additional educational assistance to struggling students (e.g., RTI, MTSS, Interventions, Supports, etc.). Describe (if applicable) of how teachers, in consultation with parents, administrators and pupil services personnel will identify the individual students or groups of students most in need of services:

We will hire an additional part-time paraprofessional via Board Approval to assist with the early literacy in K-1 as well as assist with struggling readers special education in grades 2-5. We have established a Parent-Teacher Organization that will meet quarterly.

Our Building Leadership team meets monthly to review goals and data that are brought back by the TBT Lead Teachers. Our TBT's meet weekly to review STAR 360 results and to discuss instructional strategy to assist students.

<p>Provide a general description of services to be provided to K-12 students in the school using federal resources:</p>
<p>We will use CCIP funds to pay salaries of teachers as well as purchase the needed material curriculum using Title IIA funds. Special education students will be serviced using IDEA funds. The Intervention Specialist salary is paid with IDEA funds.</p> <p>Students will be serviced with whole group instruction, differentiated instruction and one on one instruction by the classroom teachers, Title 1 Coordinator, Intervention Specialist and school paraprofessionals.</p>

<b>ADDITIONAL ELEMENTS REQUIRED BY THE EVERY STUDENT SUCCEEDS ACT:</b>		
<b>School Requirements:</b>	<b>Identify location or page within the School Plan where this item is addressed, if applicable:</b>	<b>If requirement is not embedded or fully addressed within the School plan, identify the policies, practices and/or strategies the school employs to implement the requirements. (Please attach applicable documents.)</b>
<p>1. Effective parental involvement and support</p>	<p>P.6. Bullet #4-City Day has implemented a newly formed Parent-Teacher-Organization</p>	
<p>2. School-wide coordination of professional development with programs under Title II</p>	<p>P.8-10-Literacy Professional Development</p>	

3. Assist the district's lowest achieving schools	Goal 2: The district will focus on increasing reading proficiency among SWD.	
4. Description of how the School will coordinate and integrate Title I-A services provided to eligible migratory children, homeless children, Limited English Proficient students, Children with disabilities, Neglected or delinquent youth, American Indian children (Title VII A) and Immigrant children with other educational services to increase program effectiveness, eliminate duplication and reduce fragmentation.	Refer to Goal 2 and general description of the use of Title funds. Refer to Goal 3 and general description of the use of Title funds.	
5. Title I funded before, after and/or summer school program(s) description, if applicable	N/A	
6. Description of poverty criteria used to select participating school's attendance areas	N/A	
7. All core content teachers are Appropriately Licensed and or Certified.	P.3	Teachers with certifications are on file at the school and with the school sponsor.
8. All Intervention Specialist are Appropriately Licensed and or Certified in Core Subject areas.		Teachers with certifications are on file at the school and with the school sponsor.

Narrative: (Optional)

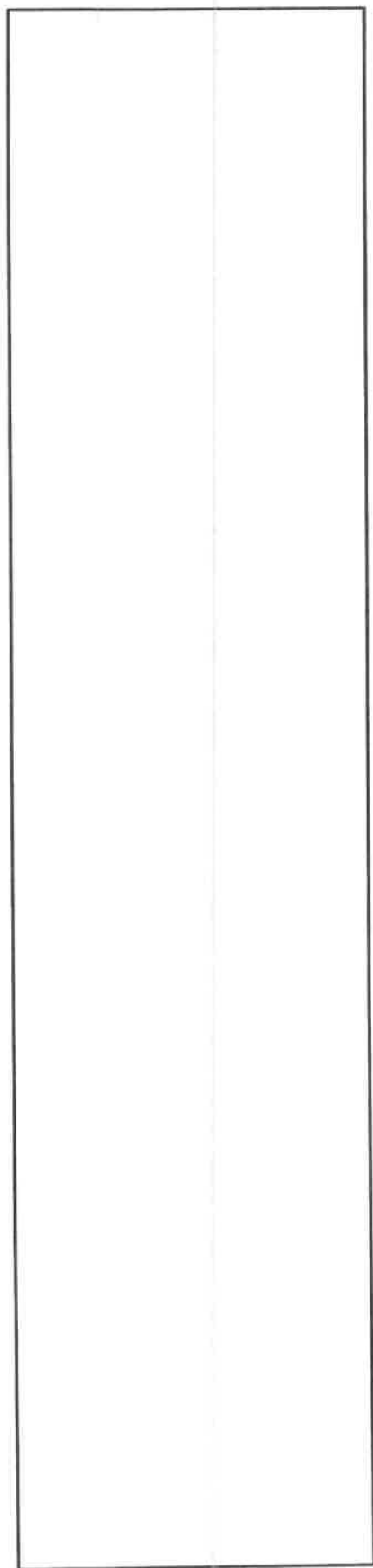
City Day Community School was founded in 1999. We were the first charter school in Dayton, Ohio. Our journey to success has and continues to be a wide circling road instead of a straight narrow path. The journey has been one filled with both disappointments and exciting accomplishments. Our enrollment has grown from one hundred thirty-three students in 2017 to one hundred ninety-four in 2019. On the 2017-2018 Ohio School report we scored a C on value-added and improved our overall school report card from an F to a D.

In 2018, we began to address the needs of our Tier 2 students. We conducted a parental survey to assist in identifying what we could do as a school to reduce suspensions and increase academic success. According to the parent survey, 9% of the parents have trouble dealing with their child's emotional issues, 43% stated that the school should be aware of the issues that are occurring at home and those issues are essential to the root causes of problems at school. Fourteen percent of students are receiving counseling services and 32% of them have been suspended at least one time during this school year. Of the 32% that are receiving counseling service, 29% have been suspended more than once. Based upon these findings and the academic needs of our students we are a focus school that has become extremely focused on two goals: 1) increasing reading proficiency and 2) reducing suspensions. We are focused on achieving a target reading proficiency for SWD of at least 24.68% and reducing suspensions by 50%. The achievement of these two goals has required the realignment of schedules, the acquiring of appropriate classroom curriculums and a paradigm shift in the way we think and interact with students. City Day has trained its staff on inclusion practices so that all students are receiving un-interrupted, high quality core instruction. Teachers are now co-planning and co-teaching with Intervention Specialists using learning progressions and skill building techniques to drive students to reach proficiency on Learning Standards.

State support responsibilities include: Webinar, webster resources, SST monitoring and assistance.

Sponsor support responsibilities include: Plan review and monitoring, targeted technical assistance, data review, coaching services as needed.

School support responsibilities include: CSLT, TBT, Classroom Walk Through, OPES, on site PD, Targeted student services, Community Partnerships.



# Print Your Plan



Print Time: 5/8/2024 1:51:30 PM

Print by: Gilbert-Williams, Crystal J

Email: (not available)

## Basic Information

Plan Entity Name: FY 2025 City Day Community

School One Plan (0)

Plan Fiscal Year: FY 2025

Cohort #: 1

District IRN: 134247

Plan Status: Plan Submitted for Agency Review

Revision #: 0

Primary Contact: undefined (OEDS\_Principal)

Primary Contact Email: pgraham@cityday.org

Primary Contact Phone: (not available)

Address: null null null null null

## Plan Information

### 1. Goal #1 of 2

#### 1.1. Root Cause Analysis

Based on the analysis of literacy instruction and student performance data at City Day Community School, several underlying root causes have been identified that, if addressed, could significantly impact and enhance the effectiveness of our literacy programs and overall student achievement. Here are the key root causes and potential strategies for addressing them: ### 1. **\*\*Inadequate Early Literacy Foundations\*\*** Many students arrive at school with insufficient pre-literacy skills, which hampers their ability to keep up with grade-level expectations from the outset. **\*\*Strategies to Address:\*\*** - Implement comprehensive early literacy programs that begin in preschool. - Focus on phonemic awareness, vocabulary development, and oral language skills in early years. - Engage parents through workshops that provide them with strategies to support literacy at home. ### 2. **\*\*Inconsistent Implementation of Evidence-Based Literacy Practices\*\*** There is variability in how literacy instruction is delivered across different classrooms and grade levels, leading to uneven student outcomes. **\*\*Strategies to Address:\*\*** - Standardize literacy instruction across all classrooms based on research-backed methodologies. - Provide ongoing professional development and coaching for teachers to ensure fidelity in the implementation of literacy strategies. - Utilize classroom observations and feedback mechanisms to support and correct instructional practices. ### 3. **\*\*Insufficient Differentiation in Instruction\*\***

Teachers often struggle to effectively differentiate instruction to meet the diverse learning needs of students, particularly those who are struggling or are advanced. **\*\*Strategies to Address:\*\*** - Train teachers in differentiated instruction techniques and provide them with the necessary resources to implement these strategies. - Use data-driven decision-making to identify student needs and tailor instruction accordingly. - Implement technology tools that facilitate personalized learning experiences for students. Implementation of new curriculum in 2025.

## 1.2. SMART Goal Statement

By **06/01/2026** we will improve the performance of **All Students, First Grade, Second Grade, Third Grade, Fourth Grade, Fifth Grade, Sixth Grade, Seventh Grade, Eighth Grade** students at/in **City Day Community School** to **increase 20.00 %** in **English Language Arts** using **State Report Card - Performance Index**.

## 1.3. Student Measures

### 1.3.1. Student Measure #1

Every **365 days, English Language Arts - District Formative Assessments of Low-Economic Status Students and All Students** will be monitored by **Superintendent, Principal, Classroom Teacher/s, Intervention Specialists**, with an overall improvement of **increase 20.00 %** by the end of the plan.

06/30/2025	06/30/2026	06/29/2027
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## 1.4. Strategies and Actions

### 1.4.1. Strategy #1: Curriculum, Instruction and Assessment

#### 1.4.1.1. Strategy Level: Level 1

#### 1.4.1.2. Description:

A universal, school-wide prevention strategy aimed at reducing behavior problems that lead to office discipline referrals and suspensions, and change perceptions of school safety. Students in the SWPBIS schools received significantly fewer school suspensions than students in schools that did not receive SWPBIS training. Perceptions of safety improved in the schools that implemented SWPBIS, but declined in the schools that did not implement SWPBIS.

#### 1.4.1.3. Embedded Plan Requirement(s):

- This strategy addresses the professional development requirement for LEA Plans in ESEA Section 1114, Section 2102(b)(2)(D), 3115(c)2.
- This strategy address the parent engagement requirement for LEA plans in ESEA Section 1112.
- This strategy addresses a requirement for the district's Reading Achievement plan,



- This strategy addresses the gap closure requirement for Equitable Access to Effective Educators ESEA Section 1112.

#### 1.4.1.4. Action Steps

##### 1.4.1.4.1. Start Action Step: 2025, End Action Step: 10/31/2024

Purchase the Amplify curriculum and begin professional development with all staff

##### Participant(s):

- District Administration
- Teachers
- Principals
- Support Staff
- Teacher-Based Teams
- Building Leadership Teams
- District Leadership Team
- Positive Behavior Intervention Support Team

##### 1.4.1.4.2. Start Action Step: 2025, End Action Step: 05/31/2025

Fall 2024 begin implementation of the Amplify curriculum.

##### Participant(s):

- District Administration
- Teachers
- Staff
- Principals
- Support Staff
- Teacher-Based Teams
- Building Leadership Teams
- District Leadership Team

##### 1.4.1.4.3. Start Action Step: 2026, End Action Step: 05/31/2027

Staff make changes to the curriculum as necessary to increase 1-8 ELA assessment scores.

##### Participant(s):

- District Administration
- Teachers
- Principals
- Support Staff
- Teacher-Based Teams
- Building Leadership Teams
- District Leadership Team

1.5. Adult Measures

1.5.1. Adult Measure #1

- Curriculum, Instruction and Assessment

Every **Quarter, English Language Arts - Participation of Elementary Staff, Middle School Staff, English Language Arts Teachers and Intervention Teachers** will be monitored by **Principal, Classroom Teacher/s, Intervention Specialists**, with an overall improvement of **increase 20.00 %** by the end of the plan.

06/01/2027	04/01/2027	01/01/2027	11/01/2026	06/01/2026	04/01/2026
01/01/2026	11/01/2025	06/01/2025	04/01/2025	01/01/2025	11/01/2024

1.6. Funding Sources

1.6.1. FY 2025

Purchase the Amplify curriculum and begin professional development with all staff

Title I-A Improving Basic Programs

1.6.1. FY 2025

Fall 2024 begin implementation of the Amplify curriculum.

Title I-A Improving Basic Programs

1.6.1. FY 2026,2027

Staff make changes to the curriculum as necessary to increase 1-8 ELA assessment scores.

Title I-A Improving Basic Programs    IDEA-B Special Education

2. Goal #2 of 2

2.1. Root Cause Analysis

Based on the analysis of literacy programs and outcomes at City Day Community School, several underlying root causes have been identified that, if addressed, could significantly impact and improve our literacy rates and overall student performance. Addressing these root causes is essential for creating more effective, sustainable changes in our education processes and outcomes. Here are the identified root causes: 1. **\*\*Insufficient Early Literacy Intervention\*\***: Students who do not receive strong foundational literacy skills in the early grades often struggle throughout their schooling. Early intervention programs need to be robust and widely accessible to ensure that all students start with the necessary literacy skills. 2. **\*\*Inconsistent Implementation of Evidence-Based Practices\*\***: While many teachers are trained in evidence-based literacy strategies, the implementation is inconsistent across classrooms. Ensuring that all teachers apply these strategies consistently and effectively is crucial for student success. 3. **\*\*Professional Development Gaps\*\***: Ongoing professional development is essential for keeping teachers updated on the latest literacy instruction techniques. Currently, not all teachers are receiving the depth of training required, particularly in the areas of differentiated instruction and advanced literacy skills. 4. **\*\*Limited Parental Engagement\*\***: There is a significant variation in the level of parental involvement in supporting children’s literacy development at home.

Many parents are either unaware of how they can help or lack the resources to do so effectively. 5. **\*\*Resource Allocation\*\***: Resources, including access to up-to-date learning materials, technology, and intervention tools, are not uniformly distributed across the school. Some classrooms and students have access to a wealth of resources, while others do not. 6. **\*\*Cultural and Linguistic Relevance\*\***: Instructional materials and teaching approaches do not consistently reflect the cultural and linguistic diversity of our student body. This can affect engagement and comprehension among students from diverse backgrounds. **### Strategies to Address Root Causes**: 1. **\*\*Strengthen Early Literacy Programs\*\***: Enhance and expand early literacy interventions, ensuring that every child in preschool and kindergarten receives high-quality instruction tailored to their developmental needs. 2. **\*\*Standardize Training and Implementation\*\***: Develop a school-wide standard for literacy instruction that includes regular checks for fidelity of implementation. Offer more comprehensive training sessions that include follow-up support and classroom observations to ensure strategies are being implemented effectively. 3. **\*\*Expand and Deepen Professional Development\*\***: Implement more frequent and in-depth professional development opportunities, focusing on areas like differentiated instruction, cultural relevance in teaching, and the use of technology in literacy education. 4. **\*\*Boost Parental Involvement\*\***: Create initiatives aimed at increasing parental engagement, such as literacy workshops for parents, multilingual resources, and regular communication about how parents can support literacy at home. . By addressing these root causes, City Day Community School can create a more equitable, effective, and comprehensive literacy program that supports all students' success.

2.2. SMART Goal Statement

By **06/01/2027** we will improve the performance of **All Students and Low-Economic Status Students, First Grade, Second Grade, Third Grade, Fourth Grade, Fifth Grade, Sixth Grade, Seventh Grade, Eighth Grade** students at/in **City Day Community School** to **increase 25.00 %** in **Reading/Literacy** using **State Report Card - Indicators Met**.

2.3. Student Measures

2.3.1. Student Measure #1

Every **Semester, Reading/Literacy - District Formative Assessments** of **All Students and Low-Economic Status Students** will be monitored by **Principal, Classroom Teacher/s, Intervention Specialists**, with an overall improvement of **increase 20.00 %** by the end of the plan.

01/01/2025	06/01/2025	01/01/2026	06/01/2026	01/01/2027	06/01/2027
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2.4. Strategies and Actions

2.4.1. Strategy #1: Curriculum, Instruction and Assessment

2.4.1.1. Strategy Level: Level 1

2.4.1.2. Description:

Targeted Reading Intervention (TRI) is a one-to-one tutoring model designed in particular for isolated rural schools. TRI coaches use webcam technology to train teachers in how to use individualized reading instruction in the classroom and in one-

on-one sessions with struggling readers. Focus is on oral language, decoding, writing, comprehension, vocabulary, and fluency skills. Teachers work individually with struggling readers in kindergarten and first grade for 15 minutes a day. Activities such as re-reading, word work, and guided oral reading are used during these sessions. Teachers receive professional development both for tutoring and for reading instruction in general in an initial face-to-face summer institute followed by weekly web conferencing from a university-based consultant to follow up training, discuss individual children, and resolve problems.

#### 2.4.1.3. Embedded Plan Requirement(s):

- This strategy addresses the professional development requirement for LEA Plans in ESEA Section 1114, Section 2102(b)(2)(D), 3115(c)2.
- This strategy address the parent engagement requirement for LEA plans in ESEA Section 1112.
- This strategy addresses a requirement for the district's Reading Achievement plan,
- This strategy addresses the gap closure requirement for Equitable Access to Effective Educators ESEA Section 1112.

#### 2.4.1.4. Action Steps

##### 2.4.1.4.1. Start Action Step: 2025, End Action Step: 07/15/2024

Purchase AMPLIFY Tutoring for Literacy

Participant(s):

- District Administration

##### 2.4.1.4.2. Start Action Step: 2025, End Action Step: 08/30/2024

Professional Development of Amplify tutoring for Literacy with staff; discuss and set up times to add tutoring to the school days.

Participant(s):

- District Administration
- Teachers
- Staff
- Principals
- Building Leadership Teams
- District Leadership Team
- Positive Behavior Intervention Support Team

##### 2.4.1.4.3. Start Action Step: 2025, End Action Step: 10/31/2024

Fall 2024 begin implementation of Amplify tutoring for literacy

Participant(s):

- District Administration

- Teachers
- Staff
- Principals
- Teacher-Based Teams
- Building Leadership Teams
- District Leadership Team

2.4.1.4.4. Start Action Step: 2025, End Action Step: 06/01/2027

Review literacy data twice per semester, tweak Amplify as needed per student for best results

Participant(s):

- District Administration
- Teachers
- Staff
- Principals
- Building Leadership Teams
- District Leadership Team
- Positive Behavior Intervention Support Team

2.5. Adult Measures

2.5.1. Adult Measure #1

- Curriculum, Instruction and Assessment

Every **Quarter, Reading/Literacy - Implementation Data** of **All Staff** will be monitored by **Superintendent, Principal, Treasurer, Classroom Teacher/s, Intervention Specialists**, with an overall improvement of **increase 100.00 %** by the end of the plan.

06/01/2027	04/01/2027	01/01/2027	11/01/2026	06/01/2026	04/01/2026
01/01/2026	11/01/2025	06/01/2025	04/01/2025	01/01/2025	11/01/2024

2.6. Funding Sources

2.6.1. FY 2025

Purchase AMPLIFY Tutoring for Literacy

Title II-A Supporting Effective Instruction

2.6.1. FY 2025

Professional Development of Amplify tutoring for Literacy with staff; discuss and set up times to add tutoring to the school days.

Title II-A Supporting Effective Instruction

2.6.1. FY 2025

Fall 2024 begin implementation of Amplify tutoring for literacy

Title I-A Improving Basic Programs

IDEA-B Special Education

2.6.1. FY 2025,2026,2027

Review literacy data twice per semester, tweak Amplify as needed per student for best results

Title I SIG 1003(g)

## **MISSION**

**The mission of the City Day Community School is to provide individualized education for our students, which is provided by our highly qualified teachers and trained professional staff, in a physically and emotionally safe environment. We embrace, equip, educate, and compel each student to take advantage of every opportunity to reach their goals and desires to improve their quality of life. We support and encourage parent involvement. We effectively seek and use community partners to support higher student academic achievement.**

## **VISION**

**City Day Community School is an environment dedicated to meeting the needs of our children through the delivery of a personalized academic program, so well that they are identified as extremely high academic achievers. We produce students, with the involvement of parents and community, so that they become productive members of society.**

### **ATTACHMENT 3**

- A. Community School Goals, Targets and Performance Plan**
- B. Student Performance Measures, including report card measures, goals and targets**





**Education Resource Consultants of Ohio, Inc.  
Education Plan Template**

In an effort to maintain high standards for schools, uphold school autonomy, and protect student and public interest, Education Resource Consultants of Ohio, Inc (ERCO) has made available the following education plan template for all ERCO-authorized schools.

**Mission**

**Directions:** Clearly articulate the charter school's mission statement. These statements should reflect the school's core values, educational philosophy, and goals for student achievement. Use precise language and avoid ambiguous wording to ensure a clear understanding.

**The mission of the City Day Community School is to provide individualized education for our students, which is provided by our highly qualified teachers and trained professional staff, in a physically and emotionally safe environment. We embrace, equip, educate, and compel each student to take advantage of every opportunity to reach their goals and desires to improve their quality of life. We support and encourage parent involvement. We effectively seek and use community partners to support higher student academic achievement.**

**Vision**

**Directions:** Clearly articulate the charter school's vision statement. The statements should reflect the school's core values, educational philosophy, and goals for student achievement. Use precise language and avoid ambiguous wording to ensure a clear understanding.

**The mission of the City Day Community School (CDCS) is to prepare all students with the knowledge, competencies, social responsibilities, and positive self-image to be lifelong learners and contributing members of society. The Branching Minds School District will provide programs and conditions that maximize learning success so that all students meet high-level performance standards. Our ultimate goal is that 100% of our scholars will be performing at or above grade level in reading and math.**

**Educational Philosophy**

**Directions:** Clearly articulate the charter school's mission and vision statement. These statements should reflect the school's core values, educational philosophy, and goals for student achievement. Use precise language and avoid ambiguous wording to ensure a clear understanding.

**Our educational philosophy embraces the conviction that every scholar possesses the inherent ability to excel academically. We cultivate a supportive and empowering environment characterized by a culture of high expectations and achievement. We are committed to providing each student with equitable opportunities for growth and success, recognizing that learning flourishes when nurtured by dedicated educators and a conducive learning environment. By fostering a culture of inclusivity, rigor, and support, we empower our scholars to thrive academically and reach their fullest potential, ensuring that they perform at or above grade level in reading and math and acquire the essential skills and knowledge necessary for lifelong success. We believe that 100% of our school population can excel in reading and math despite any deficiencies in the right educational environment and with the right educator.**

#### **Targeted Student Population and Geographic Boundaries**

**Directions:** Identify the targeted student populations that the charter school intends to serve. This may include specific grade levels, demographics, or learning needs. Describe the reasons for selecting these targeted student populations and the unique needs they have that the charter school can address. Clearly define the geographic boundaries in which the school will serve. This should include details such as specific towns or districts, and any specific zoning or attendance guidelines.

**City Day Community School is located in Downtown Dayton. We serve scholars in grades Kindergarten through 8th grade located in the inner city of Dayton, Ohio, and the surrounding suburb of Trotwood, Ohio. Our school demographics are 98% African-American and 2% Caucasian. The school is 100% free and reduced lunch under the Community Eligibility Provision.**

#### **Evidence of Community Demand and Need for the School**

**Directions:** Provide evidence of community demand for the school. If applicable, include results of parent surveys or petitions demonstrating a desire for the community school and highlight any public meetings or forums where community members expressed or documented the need for the school.

**Many parents are seeking an alternative to the traditional public school model; therefore, good community school models are able to provide an alternative. It is an opportunity to engage in environments that are positive and educationally sound.**

**Article of Dayton Public School District's Parent Survey Results from 2020**  
**Dayton Daily News, June 16, 2020**

### Facilities & Resources:

**Directions:** Explain the charter school's plans for facilities and resources. Detail the physical space and resources needed to support the curriculum, instructional practices, and student needs. Include information on technology, library resources, instructional materials, and any partnerships or collaborations that will help enhance the school's resources.

**City Day Community School is a three-story building located in downtown Dayton, Ohio. The resources needed to support the curriculum, instructional practices, and student needs are provided by state funds. City Day has Smart Boards in every classroom. All classrooms have their own set of chrome books or tablets. Students can be provided Chrome books to take home. City Day has a computer lab that includes 25 desktop computers.**

**Restorative Justice Arts is one of our in-school partners. They are in the building every day assisting with Social Emotional Learning classes, monitoring and assisting with behavior issues as well as participating in everyday duties such as cafeteria duties and dismissal duties.**

### City Day Community School Floor Plans

### Special Student Populations

**Directions:** Outline specific strategies and resources that will be provided to support special student populations, such as students with disabilities, English language learners, and gifted and talented students. This may include specialized interventions, individualized education plans, targeted professional development for staff, and partnerships with outside agencies or organizations.

**City Day Community School implements many strategies and uses many available resources to meet the diverse learning needs of its students. For example, through initial academic screening and frequent progress monitoring, students are placed in specific tiers in math and reading. City Day created a system of support to meet the learning needs of each tier. This is outlined in the MTSS handbook hyperlinked below. For example, students in Tier 3 receive support from an academic specialist three times per week and are tested twice per month; Tier 2 students receive support two times per week and test each week. Additionally, academic coaches work with teachers and attend Teacher-Based-Team meetings to support instructional efforts to meet the specific individual needs of our students and to analyze data to evaluate effectiveness.**

**Students who do not respond to interventions are referred to special needs testing as outlined also in the MTSS handbook. If students qualify, they are placed on an Individualized Education Plan that ensures that they are educated in the least restrictive environment and that the delivery of educational services is reviewed and updated yearly. For more details, please see the City Day Community School Education plan hyperlinked below.**

**To meet the needs of our gifted students, City Day Community School has partnered with Sinclair Community College to offer College Credit Plus, to give students in 7-8th grades an opportunity to enroll in college courses and earn high school credit. Additionally, teachers in younger grades implement project-based learning opportunities for students testing above their grade levels in reading and math.**

**Click on the following links to view the City Day MTSS Handbook and Special Education Plan for addressing specific student populations:**

**[City Day Community School MTSS Handbook](#)**

**[City Day Community School Special Education Plan](#)**

### **School Calendar & Daily Schedule**

**Directions:** Provide an overview of the school's calendar and daily schedule.

**Click on the following links to view:**

**[City Day Academic Calendar 2023-2024](#)**

**[City Day Daily Schedule 2023-2024](#)**

**[City Day Community School Friday Schedule 2023-2024](#)**

**[City Day Academic Calendar 2024-2025](#)**

### **School Goals**

**Directions:** Identify the key goals and objectives that the community school aims to achieve. These should align with the school's mission and vision statement. Use specific and measurable targets to gauge progress and success. Goals may include academic achievement, student well-being, parental involvement, or community engagement.

*Note: The school may provide a link to the school's One Plan, if applicable, or provide Contract Attachment 3.*

Please see the Attachment 3 link with regard to the school's smart goals.

**City Day has two academic smart goals:**

1. Students with Disabilities (SWD) in grades K-8 will increase their growth in math from 71% to 80% using the STAR assessment by May 2026.
2. Students in grades K-8 will increase their growth in reading from 69% to 80% by May 2026.

**City Day has two non-academic goals:**

1. The goal is to reduce the number of suspensions by 50% from 70 annually to 35 or fewer annually by May 2026.
2. The goal is to increase appropriate teacher/student engagement from 60% observed classrooms to 80% or more classrooms, rated as satisfactory, effective, or accomplished by May 2026.

**City Day Mission-Specific Goals**

City Day's mission-specific goal is to improve parent involvement in our parent association events from 9% to 50% by May 2026.

**Attachment 3**

### **School Climate, Culture, & Discipline Practices**

**Directions:** Describe how the school will foster a positive school climate and culture. Additionally, outline the discipline practices that will be followed, which should promote fairness, consistency, and equity, and may involve a graduated series of consequences, restorative practices, behavioral interventions, and supports for students who have behavioral challenges or need additional social-emotional support.

**City Day Community School is a PBIS school, winning the bronze (Tier 1) award for PBIS in both 2019-2020 and 2020-2021. The school is now in the process of working with SST10 to apply for the silver (Tier 2) award for PBIS practices through ODEW. In the last year, the school's administrative team has amended its discipline process, trained the staff on the new system, and regularly analyzed the system for fidelity and effectiveness. The Intervention Assistance Team meets bi-weekly to discuss issues and ideas relating to school climate and culture.**

**City Day Community School PBIS Behavior Matrix**

**City Day Community School PBIS Handbook**

**City Day Community School Behavior Response Flowchart**

**City Day Behavior Definitions**

**City Day Community School Discipline Plan**

**IAT Request for Assistance Form**

**IAT Team Guidelines**

**Creating A Positive Culture: PBIS and Restorative Practices Training Presentation**

### **Student-to-Teacher Ratio & Classroom Sizes**

**Directions:** Provide the student-to-teacher ratio and classroom sizes at the school.

**1 to 25**

**Classroom sizes-Maximum-25 students**

### **Student Transportation**

**Directions:** Detail how the school plans to ensure that students have access to transportation to get to and from school. This may include partnerships with local transportation providers, the implementation of a school bus system, or assistance in arranging carpools or other shared transportation options.

City Day Community School has entered into a bus transportation agreement with First Student. First Students will pick up and drop off students to and from their designated locations. They will also provide transportation services for field trips.

### Learning Standards

Yes, the School will implement Ohio's Learning Standards for all core and non-core content.

No, the School will implement the following learning standards outlined below ensuring alignment with all Ohio's State Tests.

### Core Curriculum

Yes, the School will implement Ohio's Model Curricula for Computer Science, English Language Arts, Financial Literacy, Fine Arts, Mathematics, Science, Social Studies, Technology, and World Language. See Ohio's Approved list of core curriculum and Instructional Materials for ELA.

No, the School will implement the following curriculum outlined below ensuring alignment with all of Ohio's State Tests.

**It has been confirmed that Amplify CKLA and ELA, along with the Wonders 2023 curriculums are all on the Ohio-approved list of core curriculum and instructional materials for ELA.**

### Non-Core Curriculum & Extra-Curricular Offerings

**Directions:** Please provide information about any additional non-core curriculum options that will be made available to students

and teachers at the school, such as enrichment programs, foreign language courses, arts programs, or physical education activities.

**City Day Community School uses following the Second Step Programs to teach SEL courses:**

- Elementary Second Step Program
- Middle School Second Step Program

**City Day Community School uses Learning.com software to teach Technology courses:**

- Learning.com Technology Program

#### **Curricular Resources:**

**Directions:** Provide a brief overview of the curricular resources that will be provided to students and teachers on an annual basis, including any textbooks, software, equipment, or other materials.

**In 2023-2024, City Day Community School used the following curricular resources:**

#### **ELA:**

- K-3 used Wonders 2020
- 4-5 used Wonders 2023
- 6-8 used StudySync

#### **Math:**

- K-8 used Houghton Mifflin Harcourt Math In Focus: Singapore Math

#### **Science:**

- K-5 used McGraw Hill- Science: A Closer Look 2011
- 6-8 used Glencoe iScience 2013

**\*It is noted that this material is not on the new approved list for instructional materials. Please see below to note that we will be using Amplify Science beginning in 2024-2025.**

#### **Social Studies**

- K-3 used Impact Social Studies- McGraw Hill
- 4-8 used Gallopade Social Studies Ohio

For 2024-2025, City Day Community School plans to use the following curricular resources:

**ELA:**

- K-3 (if Board approves) will use CKLA Amplify Program
- 4-5 will use Wonders 2023
- 6-8 (if Board approves) will use ELA Amplify Program

**\*\*Intervention will be mCLASS by Amplify (if Board approves Amplify purchase)**

**Math:**

- K-8 will use Houghton Mifflin Harcourt Math In Focus: Singapore Math (2024 renewal)

**Science:**

- K-2 science embedded in Amplify CKLA curriculum
- 3-8 will use Amplify Science program (if Board approved)

**Social Studies**

- K-3 will use Impact Social Studies- McGraw Hill
- 4-8 will use Gallopade Social Studies Ohio

**Key Evidence-based Instructional Practices**

**Directions:** Provide a thorough description of the evidence-based instructional strategies and methods that will be implemented to ensure high-quality instruction for all students. This should include information on curriculum selection and design, instructional strategies such as differentiated instruction, project-based learning, and technology integration, as well as professional development and support for teachers to ensure they are equipped to deliver effective instruction.



The mission of the City Day Community School is to provide individualized education for our students, which is provided by our highly qualified teachers and trained professional staff, in a physically and emotionally safe environment. City Day Community School is an environment dedicated to meeting the needs of our children through the delivery of a personalized academic program, so well that they are identified as extremely high academic achievers. City Day Community School believes a Multi-Tiered System of Supports (MTSS) framework will help us achieve our school and community's commitment to the mission to achieve positive and equitable outcomes for all of our students. MTSS is a problem-solving and prevention model with strong evidence of success. MTSS uses data-based decision-making to both identify academic and wellness learning needs at the school, grade, class, group, and individual student levels; and, to inform instruction, intervention, and acceleration that supports students holistically and equitably. As a result of our commitment to developing an effective support system for all students, we have partnered with Branching Minds, a comprehensive MTSS management tool designed to support our understanding of why students are struggling, find interventions that match student needs, and monitor progress effectively and collaboratively. Our commitment is to provide a series of coordinated systems and structures that when implemented with fidelity and rooted in our district's instructional core, result in positive benefits for all students. We have trained our staff on explicitly delivering Tier 1 instruction using the Gradual Release Model while being mindful of the different learning styles that exist in each classroom. Activities and assessments are differentiated based on the individual learner. To ensure this is taking place, the Principal and the Instructional Coach conduct frequent targeted classroom walk-throughs, collaborate on lesson plan audits, and meet each week to discuss the teacher dashboard to determine focus goals for the following week. Following training, teachers were asked to apply the Gradual Release Model template to at least two of their lesson plans and turn these in to the Principal. After six weeks, teachers were asked to incorporate "I do, we do, you do" into their daily plans. All interventions implemented by the academic and intervention specialists are documented in the Branching Minds data format. Currently, teachers use the Freckle program for daily intervention, and the Literacy Specialist uses both Heggerty Phonics and Fountas and Pinnell Leveled Reading Intervention.

**Gradual Release/Instructional Training Evidence:**

City Day Staff Retreat Agenda (highlighted in blue)

Staff Expectations Training

Explicit Instruction Training Materials

Learning Styles Presentation

Learning Styles Interactive Notes

Deconstructing Standards and Testing Strategies Training Materials

Gradual Release Planning Template

**Gradual Release Model used by 100% of classrooms as of 9/7/2023.**

## Assessments Practices

**Directions:** Outline the school's strategy for evaluating student progress and performance, which should include regular assessments and monitoring of student achievement. Specify the types of assessments that will be used, such as standardized tests, formative and summative assessments, and diagnostic assessments, as well as any additional measures that will be taken to ensure that students are making progress and meeting academic goals.

The School will administer all required Ohio State Tests. (Check)

Throughout the school year student progress will be assessed to determine both their academic standing and academic growth. These tests will be in the form of paper exams, computerized exams, quizzes, and tests in the classroom. Students are encouraged to do their absolute best on any test given so the staff can determine their academic needs. Parents are to ensure students have proper rest on the days they must take assessment tests.

At the beginning of the year, City Day Community School uses STAR360 by Renaissance to screen students in reading and math. They are tested three more times (fall, winter, and spring) to assess growth in these areas. Teachers and interventionists use STAR Instructional Reports to identify learning gaps and to guide individual, group, and whole class instruction as needed. City Day Community School also used the STAR CBM individual screener as a diagnostic tool for possible signs of dyslexia for students in grades K-3 this 2023-2024 school year. In the future, this will only be administered for kindergarten students or at the request of a parent.

Students are placed on individual success plans, which are reviewed with an administrator before each STAR assessment. In these goal conferences, students speak about their ownership in the learning process, and strategies to use to meet their assessment goals. In between these four assessments, students are progress monitored in math and reading once per month. Students are rewarded for growth and for meeting academic goals set by administration. Classes who show the most growth receive a "champion" banner to display outside of their classrooms.

Tier 2 students receiving intervention are tested using specific intervention assessment tools bi-weekly; while Tier 3 students are tested weekly. In the classroom, Tier 1 assessments consist of formative and summative assessments, such as quizzes and unit tests. These are required to be indicated in teachers' lesson plans, which are checked by the Principal weekly and audited at least once per school year.

City Day Community School teachers have collaborated with different grade level teachers using the Ohio Learning Standards to identify the "Big Five" skills for each grade level needed to be successful in the next grade level for both reading and math. Teachers then created an assessment on the "Big Five Skills" and give this to the students quarterly to measure growth on these essential skills.

2023-2024 Testing Schedule and Calendar  
MTSS Handbook containing Intervention Assessment Schedule  
Big Five Skills: City Day Community School  
Security Provisions for Statewide Assessments: City Day Community School

### **Data Collection Practices**

**Directions:** Describe how the school will collect and analyze data on student performance and success. This may include the use of standardized tests, formative assessments, progress monitoring tools, and other measures to track academic achievement and growth. Additionally, details how the school will ensure the accuracy and privacy of student data, including protocols and systems in place to protect sensitive information.

**City Day Community School takes great pride in its data collection efforts, the analysis of data trends in its decision-making, and the evaluation of its systems for overall effectiveness.**

**Data walls (all staff and students)**

**Interventions of Tiers 2 and 3 housed in Branching Minds program (all staff)**

**WEEKLY PROGRESS MONITORING (all staff)**

**STAR ASSESSMENT DATA Four times per year (all staff)**

**Use of Data for Tier 2 placement and intervention matching/monitoring for effectiveness (IAT Team)**

**Big Five Skills Assessment Data (all staff)**

**Summer School Growth Data (Summer School Staff)**

### **Multi-tiered Systems of Support: Academic Interventions**

**Directions:** Explain how the charter school will implement a Multi-tiered System of Support (MTSS) to provide timely and targeted academic and behavioral interventions for students, including a detailed description of the different tiers of support, the processes for identifying students in need of interventions, and the interventions that will be provided at each tier.

**City Day Community School believes a Multi-Tiered System of Supports (MTSS) framework will help us achieve our school and community's commitment to the mission to achieve positive and equitable outcomes for all of our students. MTSS is a problem-solving and prevention model with strong evidence of success. MTSS uses data-based decision-making to both identify academic and wellness learning needs at the school, grade, class, group, and individual student levels; and, to inform instruction, intervention, and acceleration that supports students holistically and equitably. As a result of our commitment to developing an effective support system for all students, we have partnered with Branching Minds, a comprehensive MTSS management tool designed to support our understanding of why students are struggling, find interventions that match student needs, and monitor progress effectively and collaboratively. Our commitment is to provide a series of coordinated systems and structures that when implemented with fidelity and rooted in our district's instructional core, result in positive benefits for all students. Please use the link below for a detailed handbook of our processes for implementing and maintaining an effective MTSS:**

**City Day Community School MTSS Handbook**

### **Multi-tiered Systems of Support: Attendance Interventions**

**Directions:** Describe the interventions that will be in place at the school for chronically absent students. Ohio Law requires schools to notify families of students who are excessively absent and habitually truant. Attendance Guidance is available on Ohio's Department of Education & Workforce website.

## **CITY DAY COMMUNITY SCHOOL ATTENDANCE PLAN**

### **IAT Attendance Committee**

The attendance committee is a subset of the Intervention Assistance Team (IAT). The team meets bi-weekly to discuss attendance concerns for specific students and to determine the next steps for those students. The School Counselor is the chairman of the committee and is responsible for monitoring excessive absences and habitual truancy.

### **Definitions**

**Excessive Absence is defined as any student that meets the following thresholds:**

1. Any student(s) that is absent 30 or more hours during a week with or without a legitimate excuse.
2. Any student(s) that is absent for 38 hours during the month with or without a legitimate excuse.
3. Any student(s) that is absent 65 hours during a school year with or without a legitimate excuse.

**Habitual Truancy is defined as any student that meets the following thresholds:**

1. Any student(s) that is absent 30 hours during the academic week without a legitimate excuse.
2. Any student(s) that is absent 42 hours during the academic month without a legitimate excuse.
3. Any student(s) that is absent 72 hours during the academic year without a legitimate excuse.

### **The Process**

1. Every week the School Counselor monitors the attendance hours of each student to determine if any students meet the threshold of excessive absences and/or habitual truancy.
2. Once the student(s) have met the threshold for excessive absence, then an excessive absence warning letter is sent to the parent or legal guardian.
3. If the absences continue after receiving the letter, then it is determined by the chairman if the student is meeting the habitual truancy threshold.
4. If the student meets the habitual truancy threshold, then a habitual truancy letter is sent to the parent or guardian along with an invitation to create a 60-day Absence Intervention Plan for the student(s).
5. The Absence Intervention Committee will review and monitor students' attendance progress for the duration of the 60-day Absence Intervention Plan.
6. If the Absence Intervention Plan is unsuccessful, a truancy complaint is filed with the Montgomery County Juvenile Court. Additionally, a complaint will be filed with the Montgomery County Children Services for educational neglect.

### **Multi-tiered Systems of Support: Behavior Interventions**

**Directions:** Provide an overview of the behavior management strategies and interventions that will be implemented at the charter school to promote a positive and inclusive school culture, ensure student safety, and address student misconduct or behavioral issues. Include information on the use of restorative practices, positive behavioral supports, and disciplinary consequences.

In the last year, the school's administrative team has amended its discipline process, trained the staff on the new system, and regularly analyzed the system for fidelity and effectiveness. The Intervention Assistance Team meets bi-weekly to discuss issues and ideas relating to school climate and culture.

[City Day Community School PBIS Behavior Matrix](#)

[City Day Community School PBIS Handbook](#)

[City Day Community School Behavior Response Flowchart](#)

[City Day Behavior Definitions](#)

[City Day Community School Discipline Plan](#)

[IAT Request for Assistance Form](#)

[IAT Team Guidelines](#)

[Creating A Positive Culture: PBIS and Restorative Practices Training Presentation](#)

### **Multi-tiered Systems of Support: Social-Emotional Supports & Interventions**

**Directions:** Outline the procedures and resources that will be implemented at the charter school to support the social-emotional well-being of students, including the provision of counseling services (if available), student support groups, peer mediation programs, and partnerships with community organizations to address any emotional or psychological needs of students.

#### **IAT Team**

The City Day Community School PBIS Tiers 2 & 3 (IAT) Team is composed of school personnel who are versed in the multidisciplinary needs of the whole child; academic, special needs, behavioral, cultural, social and emotional. The Intervention Assistance Team consists of the Superintendent, Principal, School Counselor, Dean of Discipline, Community Partner-Restorative Justice Arts, Social Worker, Intervention Specialist, Grade Level Lead Teachers and a parent. Staff members who serve on the Tiers 2 & 3 (IAT) Team will work to establish systems and practices for students requiring more intensive social, emotional, and/or behavioral support. Members of this group will ensure timely access to interventions, oversee implementation of practices and regularly use data to monitor student progress during intervention and evidence overall program outcomes. In summary, the team will:

- Help to identify students at elevated risk for negative school outcomes:

- Make data-driven decisions about interventions for student groups and individual students
- Monitor student data to evaluate the effectiveness of interventions and adjust if needed
- Develop procedures and data-based decision rules for referring students to intervention:
  - Existing information, such as discipline minor or major write-ups, or student attendance data
  - Teacher or parent nomination
  - Screening instrument scores
- Provide Tier 2 strategies, interventions, and motivation supports
- Provide training and support to school personnel, students, and families regarding Tier 2 interventions
- Meet regularly (bi-weekly or at least monthly) to review Tier 2 interventions and rewards, monitor individual student progress, discuss new referrals, and review student data
- Summarize and review data to address the following questions:
  - Are appropriate students being referred?
  - Are students receiving support quickly and consistently?
  - Has the entire staff been trained?
  - Is behavior data being received and reviewed regularly?
  - Have data-based decision rules been established for accessing, monitoring progress, and tracking the interventions?
  - Are interventions implemented as planned?
  - Is adequate training provided to individuals who will implement interventions?

### **PBIS Practices**

City Community School was awarded the Bronze award for its PBIS practices for 3 consecutive years. We are the only charter school in the State of Ohio to receive this award. The PBIS system consists of two components: the PBIS store and the PBIS room. K-3 grade students can earn PBIS paw bucks that can be redeemed at the PBIS store for items such as candy and fun toys. The middle school students can earn PBIS points for their positive behavior and redeem them through the use of the PBIS Rewards System.

### **Social Emotional Learning-Restorative Justice Arts-RJA**

Restorative Justice Arts (RJA) is a community partner with City Day Community School. RJA provides staff professional development supporting the schoolwide implementation and administrative support in the areas of Social Emotional Learning, PBIS, and the use of the Second Step Curriculum. Second Step offers evidence-based programs to assist students with building social-emotional skills while in school and will be carried into lifelong living. There is an emphasis on using Restorative Practices and Restorative Justice Circles to assist both students and adults on how to build and create positive relationships with a focus on healing and reconciliation instead of punishment. The combination of the arts and music technology is essential to the transformative experiences for both victims and offenders. The integration of artistic elements such as theater, music, painting, and parent engagement creates a humanized approach to the restorative process.

### **SEL FRIDAYS**

Every Friday the school comes together at the beginning of the day for Harambee(45 minutes) which is a Swahili word that means ***“all pull together.”*** It is a time of joy and excitement in which guests are invited to read to the students. There is a lot of music, chanting and recognitions of students and staff members. Friday is the intentional day week that focuses on social emotional learning using Second Step and participating in restorative circles to build relationships, communication skills, and conflict resolutions. The school counselor alternates teaching SEL to K-8 every Friday. Once a semester RJA hosts “Staying Restorative Workshops” for 6th-8th graders at Central State University West. The workshops are divided between boys and girls. The girls attend one day and the boys attend another. Workshops include topics such as bullying, dressing for success, entrepreneurship, and respect.

**[Staying Restorative Workshop Permission Slip](#)**

**[Staying Restorative Workshop Agenda Sample](#)**

**[Staying Restorative Session Sample](#)**

### Addressing Learning Loss

**Directions:** Outline the strategies and resources the school will use to address learning loss and accelerate student learning. Available resources include [Future Forward Onic](#) and [TNTP's Opportunity Myth Recommendations](#).

**City Day uses Amplify tutoring as a tool to accelerate student learning in grades 3-6. See the link below for more information:**

**[Amplify Tutoring](#)**

**Additionally, students who are off track in reading in grades K-4 are placed on a RIMP. Here are RIMP Instructions:**

**[RIMP Completion Expectations](#)**

**To address learning gaps and summer slide, City Day Community School offers six weeks of skill-based school in the summer.**

**[Summer School Program Overview 2024](#)**

### Parent & Community Engagement

**Directions:** Provide an overview of the strategies and resources that will be implemented at the school to promote parent and

family engagement, including regular communication with families, opportunities for parent involvement in decision-making and school activities, and the establishment of parent advisory committees or organizations.

**City Day Community School uses many means for communicating with parents and the community at large. Here are some of the ways we engage our parents and community:**

1. **City Day website**
2. **City Day App (work in progress)**
3. **Facebook page**
4. **Parent Association events**
5. **Community Partnerships (i.e. Restorative Justice Arts, K-12 Tejas Art Studio, DCDC, Muse Machine, Dayton Police Department, Shiloh Baptist Church, Office Depot)**
6. **Parent surveys**
7. **Weekly One-Calls from Principal**
8. **Community Readers at Harambee on Fridays**
9. **Parent representation on committees**
10. **Quarterly newsletters**

### **School Leader Professional Development**

**Directions:** Outline the professional development opportunities and requirements for school leaders, including workshops, conferences, and ongoing training in areas such as leadership, instructional strategies, and school improvement processes.

#### **Buildership University**

**The Superintendent and The Principal are currently enrolled in an Administrative Mentoring Program called Buildership University. This program mentors administrators through the process of developing efficient and effective schools. The focus is on the development of a 100% vision (goals) and mission statement with the creation of action steps that lead to achieving the vision(goals). The action steps focus on teacher, team, and system developments.**

#### **Ashland University**

**The Superintendent is currently enrolled in a School Finance class at Ashland University. This is a requirement to receive the 2nd year Alternative Superintendent License and the 5 year Professional Superintendent License.**

### **Teacher Professional Development**

**Directions:** Describe how the school will provide ongoing professional development and support for teachers and support staff, including workshops, conferences, and coaching in areas such as instructional techniques, learning standards, classroom management, cultural competency, etc.



Please see the following links for ways City Day Community School provides ongoing professional development and support for teachers and support staff. The LPDC committee meets monthly and discusses professional development needs school-wide, or specifically within each teaching cluster. On an individual level, each teacher at City Day Community School is placed on a Professional Growth Plan, which is revisited two times per year, and aligned with both their specific LPDC goals and the school's mission and vision. Additionally, the Principal, who is the primary evaluator, keeps a teacher "dashboard" to track each teacher's focus on achieving their goals. This is shared weekly with the Instructional Coach, who supports teachers based on individual focus areas.

**[LPDC Committee Roster, Schedule, LPDC Meeting Minutes Example, and 2023-2024 PD Plan](#)**

**[Professional Growth Plan Example](#)**

**[Teacher Dashboard for Principal and Instructional Coach Support](#)**

### **Teacher Recruitment, Retention, and Pipeline Planning (Resource Available: [Recruitment](#))**

Directions: Describe how the school will create a teacher pipeline or Grow Your plan in order to ensure students have access to qualified teaching staff.

**City Day Community School strives to grow teachers in at least one category (developing, skilled, accomplished) in at least one domain per school year. Here are some of the tools used to aid in that process:**

**[Teacher Dashboard](#)  
[Microslicing Feedback Example for Teacher Feedback and Growth](#)  
[Professional Growth Plan Example](#)**

### **Teacher Recruitment and Retention Strategies:**

#### **1. MENTAL HEALTH DAYS-MHD**

The entire school staff receives one Mental Health Day (MHD) per quarter and are required to take the day or lose it. It is an opportunity for staff members to take a day of rest outside of the regularly scheduled day out of school.

#### **2. PREP DAYS**

The staff receives a non-student day after each major break such as Thanksgiving break, the Holiday break, and Spring break. The first Monday after each major break the staff comes back to school without students to get mentally and physically prepared for the students to return on that Tuesday.

### **3. PROFESSIONAL DEVELOPMENT DAYS (PDD)**

We also align our professional development days with holidays such as MLK Day and President's Day. This will allow the staff to have a non-student day in alignment with a holiday allowing for a long weekend break. Our PDDs provide an opportunity for the staff to socialize and fellowship after professional development. The Administration will provide lunch at a restaurant before dismissing the staff for the weekend. **The purpose of the intentional focus on staff breaks and fellowship is to reduce "burnout" as much as possible and these strategies have kept our turnover at a minimum.**

### **4. RECRUITING STRATEGIES**

City Day uses a variety of techniques to recruit staff. We use hiring websites such as Zip Recruiters, Monsters, etc. We also use social media sites such as Facebook and Instagram. Word of mouth has been essential to finding new staff and recruitment and occasionally we have attended educational hiring events.

## **Organizational Chart & Governance Structure**

**Directions:** Outline the roles and responsibilities of the school's governing board, including how members are selected, their terms of service, and the decision-making process for the board. Additionally, describe (or provide a graphic or attachment) of the school's organizational structure, including the chain of command and reporting structure for administrators, teachers, and support staff.

### **Powers of the Board**

The Board shall conduct the direct affairs of City Day Community School and exercise its powers, subject to the limitation of the Bylaws. The Board may delegate the management of the activities of the School to others, so long as the affairs of the School are managed, and its powers are exercised, under the Board's ultimate jurisdiction. The powers of the Board include but are not limited to the following:

1. To elect and remove Board members
2. To select and remove officers, agents, and employees of the Board and/or the School; to prescribe powers and duties for them; and to fix their compensation
3. To conduct, manage, and control the affairs and activities of the School, and to make rules and regulations.
4. To enter into contracts, leases, and other agreements which are, in the Board's judgment, necessary or desirable in obtaining the purposes of promoting the interests of the School.
5. To provide oversight of the acquisition of real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in-encumber, conveyor otherwise dispose of such property.
6. To incur debt

### **Number of Board Members**

The number of Board members serving the Board shall be not less than 3 (representing a quorum) and not more than 5. The Board shall fix the exact number of Board Members, within these limits, by Board resolution or amendment of the Bylaws. The exact number of Board members is 5.

### **Election of Board Members**

1. Election: The Board shall elect Board Members by the vote of the majority of Board Members currently in office, whether or not the number of Board Members in office is sufficient to constitute a

quorum.

2. **Eligibility:** The Board may elect any person who in its discretion it believes will serve the interest of the Board and School fruitfully and effectively.
3. **Term of Office:**
  - The term of office of all members of the initial Board shall be one year.
  - At the end of the first year, The Board, at its discretion, shall provide for staggered terms of its Board Members. , by designating approximately one-third of the membership to one-, two- or three year terms. Following the expirations of those designated terms, the term of each Board member shall continue for three years.
  - No Board Member, other than Board Members serving as the Chair or Vice Chair may serve for more than seven (7) consecutive years.
  - The term of office of a Board Member elected to fill a vacancy begins on the date elected to fill a vacancy.

#### **Time of Elections**

1. The Board shall elect members whose terms begin on July 1 of a given year at the Annual Meeting for that year (if one is held), or at a regular meeting designated for that purpose, or a special meeting designated for that purpose.

### **CITY DAY COMMUNITY SCHOOL ORGANIZATIONAL CHART**

#### **Student Enrollment & Retention Plan**

**Directions:** Provide an overview of the school's process for student enrollment, including eligibility requirements, application procedures, etc. Additionally, describe any strategies or initiatives the school will implement to ensure a high rate of student retention.

#### **City Day Community School Policy P.6-7**

##### **New Student Enrollment**

1. Complete the application
2. Providing all documentations which includes the birth certificates, proof of residency and vaccination history.
3. New parents and students meet with the Administration team to review expectations and answer any questions that the parents or students may have.
  4. Building Tour
  5. Meet the teacher

##### **Veteran Students-Reenrollment**

1. Must update proof of residency

#### **STRATEGIES FOR STUDENT RETENTION**

### **Social Emotional Learning-Restorative Justice Arts-RJA**

Restorative Justice Arts (RJA) is a community partner with City Day Community School. RJA provides staff professional development supporting the schoolwide implementation and administrative support in the areas of Social Emotional Learning, PBIS and the use of the Second Step Curriculum. Second Step offers evidence-based programs to assist students with building social-emotional skills while in school and will be carried into lifelong living. There is an emphasis on using Restorative Practices and Restorative Justice Circles to assist both students and adults on how to build and create positive relationships with a focus on healing and reconciliation instead of punishment. The combination of the arts and music technology are essential to the transformative experiences for both victims and offenders. The integration of artistic elements such as theater, music, painting and parent engagement creates a humanized approach to the restorative process.

### **SEL FRIDAYS**

Every Friday the school comes together at the beginning of the day for Harambee(45 minutes) which is a Swahili word that means ***"all pull together."*** It is a time of joy and excitement in which guests are invited to read to the students. There is a lot of music, chanting and recognitions of students and staff members. Friday is the intentional day week that focuses on social emotional learning using Second Step and participating in restorative circles to build relationships, communication skills and conflict resolutions. The school counselor alternates teaching SEL to K-8 every Friday.

Once a semester RJA hosts "Staying Restorative Workshops" for 6th-8th graders at Central State University West. The workshops are divided between boys and girls. The girls attend one day and the boys attend another. Workshops include topics such as bullying, dressing for success, entrepreneurship and respect.

### **Dropout Prevention & Recovery Schools ONLY**

### **Career-Technical Education Offerings**

Directions: Describe the career technical education offerings at the school allowing students to learn through career exploration, taking college courses, and earning industry credentials.

### **Graduation Pathways**

Directions: Describe how the school will meet Ohio's Graduation Requirements including any Alternative Pathways made available to students at the school.

**N/A**

# CITY DAY COMMUNITY SCHOOL-DAYTON, OHIO

ATTACHMENT 3 - Student Performance Measures										
ODE Report Card Data (2022-2023)	Achievement Component (%)	Gap Closing Component (%)	Early Literacy Component (%)	Proficiency in Third Grade Reading (%)	Progress Growth Index or Percent of DARK GRAY, LIGHT BLUE, and GREEN in PROGRESS DETAILS tables (USED GROWTH INDEX)		Grad 4 year (%)	Grad 5 year (%)	Non-Graduates (%)	Comments
					Read (%)	Math (%)				
CITY DAY 2022-2023	37.8	0	40.1	10	-18	-76	-1.2	N/A	N/A	N/A
Determine Comparable School District and Similar Schools										
LEA-DAYTON PUBLIC 2022-23	46.7	14.8	32.8	36.4	-9.66	-9.78	-15	N/A	N/A	N/A
EMERSON ACADEMY	60.7	48.4	56.6	46.6	-1.07	3.42	.76	N/A	N/A	N/A
RICHARD ALLEN ACADEMY	55.9	53.3	53.3	36.8	-.60	1.71	.47	N/A	N/A	N/A
Use Data Above to Determine Your Targets for the Next Three Years										
Your Targets 2023 - 2024	50	30	45	30	.50	.50	.50	N/A	N/A	N/A

Completed by:

Date:

# CITY DAY COMMUNITY SCHOOL-DAYTON, OHIO

<b>Your Targets 2024 - 2025</b>	55	35	50	35	.50	.50	N/A	N/A	N/A
<b>Your Targets 2025 - 2026</b>	60	40	55	40	1.00	1.00	N/A	N/A	N/A

Specific Subgroup <b>ACADEMIC</b> Targets (Select two subgroups) All Students; American Indian/Alaskan Native; Asian/Pacific Islander; Black/ Non-Hispanic; Economically Disadvantaged; Students with Disabilities; and English Language Learners (After the contract has been approved, DO NOT CHANGE ANYTHING ON THIS DOCUMENT EXCEPT THE POST-RESULTS ANNUAL UPDATE AND COMMENTS)									
	# Students	Pre-Target Results 2023-24	SMART GOALS	Post Target Results Update Annually					
Students With Disabilities	29	71% of the SWD showed growth in math on the Fall 2023 STAR assessments (November, 2023)	The number of SWD in grades K-8 showing growth in math using the STAR assessments will increase from 71% to 80% by May, 2026.	May 2024- May 2025- May 2026-					
Economically Disadvantaged	185 (K-8)	69% Showed growth in reading on the Fall 2023 STAR assessments (November, 2023)	The number of students in grades K-8 <sup>th</sup> showing growth in reading using the STAR assessments will increase from 69% to 80% by May, 2026.	May 2024- May 2025- May 2026-					
Racial/Ethnic/EL L Please identify									
RESULTS and EVIDENCE (narrative) Update Annually - Spring 2024, 2025, 2026, 2027									
May 2024-									

Completed by:

Date:

# CITY DAY COMMUNITY SCHOOL-DAYTON, OHIO

May 2025-  
May 2026-

**STUDENT NON-ACADEMIC Measures (Select two measures)**  
(After the contract has been approved, DO NOT CHANGE ANYTHING ON THIS DOCUMENT EXCEPT THE POST-RESULTS ANNUAL UPDATE AND COMMENTS)

	Measure	Pre-Target Results 2022-2023	SMART GOALS	Post Target Results Update Annually
Discipline	Suspensions	By the end of May, 2022 there were 70 suspensions school wide.	To reduce the numbers of suspensions by 50% from 70 annually to 35 or fewer annually by May, 2026	May 2024- May 2025- May 2026-
Attendance				
Student Engagement	CWT data for student engagement	CWTs indicate that 60% are rated developing, skilled, or accomplished.	Classroom Walk Through data will indicate an increase in effective and appropriate teacher/student engagement from 60% of observed classrooms to 80% or more classrooms, rated as satisfactory, effective, or accomplished by May, 2026.	May 2024- May 2025- May 2026-

Completed by:

Date:



# CITY DAY COMMUNITY SCHOOL-DAYTON, OHIO

Post-Secondary Outcomes			
Other Valid Goals and Assessments			
<p><b>RESULTS and EVIDENCE (narrative) – Update Annually – Spring 2024, 2025, 2026, 2027</b></p> <p>May 2024-                      May 2025-                      May 2026-</p>			
<p style="text-align: center;"><b>SCHOOL PERFORMANCE ON MISSION SPECIFIC GOALS</b></p> <p><b>Mission Specific Goal(s):</b> Our mission is to improve parent involvement in our parent association events from 9% to 50% by May, 2026..</p> <p><b>Current 2023/24 Conditions: <i>School data and evidence.</i></b> As of October 30, 2023, there was only 9% attendance at the parent association events.</p>			

Completed by:

Date:

# CITY DAY COMMUNITY SCHOOL-DAYTON, OHIO

**Post Results Update Annually - Spring 2024, 2025, 2026, 2027** *School data, evidence, and conclusions.*

May 2024-

May 2025-

May 2026-

**Evidence and Documentation: Update Annually - Spring 2024, 2025, 2026, 2027**

Completed by:

Date:

## **ATTACHMENT 4**

- A. Financial Plan, including estimated budget for each year and estimated five-year plan**
- B. Treasurer License**
- C. Treasurer Bond**
- D. Surety Bond (\$50,000 New School Only)**
- E. Treasurer Contract**
- F. Self-Evaluation of Financial Goals and Measurements**

**STATE OF OHIO DEPARTMENT OF EDUCATION**  
**5 Year School Treasurer School Treasurer License**

**STEPHANIE LYNN ATAYA**

THIS LICENSE AWARDED TO

**OH3101124**      **03/02/2020**      **07/01/2020 to 06/30/2025**  
EDUCATOR STATE ID      ISSUE DATE      EFFECTIVE DATES

*The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.*

Employers may verify this credential by going to Educator Profile on [education.ohio.gov](http://education.ohio.gov) and ensuring that the unique credential number appearing on this credential matches the personal records in Educator Profile, which is the official record of educator credential history.

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21824485



Superintendent of Public Instruction



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

No. 999129567

That we Stephanie Ataya
of 521 Brentwood Blvd., Copley, OH 44321
(Insert Full Name [top line] and Address [bottom line] of Principal)
, as Principal and The Ohio Casualty Insurance Company
, a corporation organized and existing under the
laws of the State of New Hampshire
, (hereinafter called the Surety, are held and firmly bound unto State of Ohio for
City Day Community School
320 S Main St, Dayton, OH 45402-2716
(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of Twenty-five Thousand Dollars And Zero Cents
(\$25,000.00 ) DOLLARS, for the payment of which, well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Treasurer
for a term
beginning on August 18, 2023 and ending on August 18, 2024 .

Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official
duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full
force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to State of Ohio for City
Day Community School
320 S Main St, Dayton, OH 45402-2716
and
this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the
terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the
Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability
hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from
the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may
be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be
selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any
interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses,
levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED June 15, 2023 .

Stephanie Ataya

Handwritten signature of Stephanie Ataya

The Ohio Casualty Insurance Company



By: Timothy A. Mikolajewski
Timothy A. Mikolajewski

Attorney-in-Fact

OATH OF OFFICE

STATE OF Ohio }  
County of Summit } SS

I, Stephanie Ataya  
do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of OHIO and that I will discharge the duties of my office of FISCAL OFFICER with fidelity; that I have not

Treasurer paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other valuable thing to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office than the compensation allowed by law. So help me God.

Stephanie Ataya

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_.

Shannon L. Shope



SHANNON L SHOPE  
Notary Public  
State of Ohio  
My Comm. Expires  
November 13, 2026



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Stephanie Ataya
Agency Name: Hylant Group Inc.
Obligee: State of Ohio for City Day Community School
Bond Amount: (\$25,000.00) Twenty-five Thousand Dollars And Zero Cents
Bond Number: 999129567

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 15th day of June, 2023.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

**CITY DAY COMMUNITY SCHOOL  
FY2024 MAY BUDGET COMPARISON**

	FTE	FY2024 INITIAL BUDGET	FY2024 OCTOBER BUDGET	FY2024 MAY BUDGET	Change In Budget Favorable (Unfavorable)	FY2025 INITIAL BUDGET
		195	195	185	-10	205
<b>Income</b>						
<b>1400 · Interest on Investments</b>						
1410 · Interest Income		\$ 150	\$ 150	\$ 150	\$ -	\$ 150
1440- Rental Income		\$ -	\$ -	\$ 1,420	\$ -	\$ 1,483
<b>Total 1400 · Interest on Investments</b>		\$ 150	\$ 150	\$ 1,570	\$ -	\$ 1,613
<b>1800 · Misc Local Revenue</b>						
1890 - Miscellaneous Receipts		\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
<b>Total 1800 · Misc Local Revenue</b>		\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
<b>3100 · Unrestricted Grant Aid</b>						
3110 · Foundation Basic		\$ 1,981,822	\$ 2,282,325	\$ 2,107,405	\$ (174,921)	\$ 2,367,750
3190 · Casino Tax		\$ 12,654	\$ 12,077	\$ 11,818	\$ (259)	\$ 12,172
<b>Total 3100 · Unrestricted Grant Aid</b>		\$ 1,994,476	\$ 2,294,403	\$ 2,119,223	\$ (175,180)	\$ 2,379,922
<b>3200 · Restricted State Grant Aid</b>						
451 - School Connectivity Grant		\$ 1,800	\$ 1,800	\$ 1,800	\$ -	\$ 1,800
499 - Other State Grants		\$ 2,500	\$ -	\$ 2,500	\$ 2,500	\$ 2,500
<b>Total 3200 · Restricted State Grant Aid</b>		\$ 4,300	\$ 1,800	\$ 4,300	\$ 2,500	\$ 4,300
<b>4200 · Federal Funds Grant Aid</b>						
507 - ARP Homeless		\$ -	\$ 6,530	\$ 6,530	\$ -	\$ -
507 - ARP ESSER III Grant		\$ 618,098	\$ 396,823	\$ 396,823	\$ -	\$ -
516 - IDEA B Grants		\$ 54,028	\$ 52,916	\$ 50,907	\$ (2,009)	\$ 52,434
536 - Title I NC SSI Grant		\$ 48,122	\$ 43,106	\$ 43,106	\$ -	\$ 44,399
572 - Title I Grant		\$ 162,470	\$ 173,057	\$ 175,932	\$ 2,876	\$ 181,210
572 - EOEC Grant		\$ 30,563	\$ 18,939	\$ 18,939	\$ -	\$ 19,508
587 - ARP IDEA ECSE Grant		\$ 861	\$ -	\$ -	\$ -	\$ -
587 - IDEA ECSE Grant		\$ 318	\$ 588	\$ 988	\$ 401	\$ 1,018
590 - Title IIA Grant		\$ 18,334	\$ 16,585	\$ 16,176	\$ (409)	\$ 16,661
584 - Title IVA Grant		\$ 12,951	\$ 12,650	\$ 12,650	\$ -	\$ 13,029
584 - Stronger Connections		\$ -	\$ -	\$ 6,040	\$ 6,040	\$ 6,221
599 - Safety Grant		\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ 2,575
600 - Food Service Grants		\$ 113,300	\$ 169,950	\$ 163,047	\$ (6,903)	\$ 167,939
<b>Total 4200 · Federal Funds Grant Aid</b>		\$ 1,081,548	\$ 893,642	\$ 893,637	\$ (4)	\$ 504,994
<b>Total Income</b>		\$ 3,062,972	\$ 3,194,994	\$ 3,023,730	\$ (172,684)	\$ 2,895,828
<b>Expense</b>						
<b>100 · Salaries</b>						
1713423 - Board Stipends		\$ 13,000	\$ 13,000	\$ 13,000	\$ -	\$ 13,000
1111110 - Salaries & Wages		\$ 532,455	\$ 676,076	\$ 590,540	\$ 85,536	\$ 862,253
507 - ARP ESSER III Grant Salaries		\$ 367,500	\$ 173,776	\$ 233,517	\$ (59,741)	\$ -
536 - Title I NC SSI Grant Salaries		\$ 40,912	\$ 39,000	\$ 39,000	\$ -	\$ 40,170
572 - Title I Grant Salaries		\$ 131,636	\$ 137,205	\$ 153,432	\$ (16,227)	\$ 158,035
590 - Title IIA Salaries		\$ 16,274	\$ 14,176	\$ 14,883	\$ (708)	\$ 15,330
516 - Idea B ECSE Grant Salaries		\$ -	\$ 588	\$ -	\$ 588	\$ -
584 - Stronger Connections Grant Salaries		\$ -	\$ -	\$ 6,040	\$ (6,040)	\$ 6,221
599 - Title IVA Grant Salaries		\$ 11,406	\$ 10,650	\$ 10,650	\$ -	\$ 10,969
<b>Total 100 · Salaries</b>		\$ 1,113,182	\$ 1,064,470	\$ 1,061,062	\$ 3,408	\$ 1,109,978
<b>200 · Benefits</b>						
2101110 · SERS/STRS Expense		\$ 91,340	\$ 104,201	\$ 101,734	\$ 2,467	\$ 129,218
507 - ARP ESSER III SERS/STRS Expense		\$ 37,450	\$ 19,889	\$ 21,889	\$ (1,990)	\$ -
536 - Title I NC SSI Grant SERS/STRS EXPENSE		\$ 7,210	\$ 4,108	\$ 4,108	\$ -	\$ 4,229
572 - Title I Grant SERS/STRS Expense		\$ 14,420	\$ 15,000	\$ 15,000	\$ -	\$ 15,450
590 - Title IIA Grant SERS/STRS Expense		\$ 2,060	\$ 2,000	\$ 2,000	\$ -	\$ 2,060
584 - Title IVA Grant SERS/STRS Expense		\$ 1,545	\$ 2,000	\$ 2,000	\$ -	\$ 2,060
2401110 - Health Insurance Benefits		\$ 106,000	\$ 110,000	\$ 118,373	\$ (8,373)	\$ 125,475
2901110 - Payroll Taxes		\$ 33,395	\$ 31,934	\$ 31,442	\$ 492	\$ 33,179
<b>Total 200 · Benefits</b>		\$ 293,421	\$ 289,140	\$ 296,543	\$ (7,403)	\$ 311,671
<b>400 · Purchased Services</b>						
4111110 - Instructional Service		\$ 56,032	\$ 56,273	\$ 60,226	\$ (3,953)	\$ 62,032
4111239 - Special Educational Instruction		\$ 155,813	\$ 155,813	\$ 149,033	\$ 6,780	\$ 153,504
516 - IDEA B Special Educational Instruction		\$ 54,028	\$ 51,194	\$ 50,907	\$ 287	\$ 52,434
516 - IDEA B ECSE Special Education		\$ 318	\$ 588	\$ 988	\$ (401)	\$ 1,018
587 - ARP IDEA ECSE Special Educational Instruction		\$ 861	\$ -	\$ -	\$ -	\$ -
4152411 - Sponsor Fee		\$ 59,465	\$ 68,470	\$ 54,505	\$ 13,965	\$ 71,033
4162960 - Administrative Technology Service		\$ 28,222	\$ 24,908	\$ 18,592	\$ 6,316	\$ 19,150
572 - Title I Grant Technology Service		\$ 5,150	\$ 7,500	\$ 7,500	\$ -	\$ 7,725
4182490 - Other Professional Services		\$ 40,788	\$ 43,000	\$ 54,528	\$ (11,528)	\$ 56,164
4182490 - Legal Services		\$ 24,040	\$ 24,062	\$ 14,633	\$ 9,430	\$ 15,071
4182530 - Treasury Services Fee		\$ 55,311	\$ 53,700	\$ 56,700	\$ (3,000)	\$ 62,400
4182590 - Tax Preparation		\$ 1,694	\$ 1,694	\$ 1,725	\$ (31)	\$ 2,000



**CITY DAY COMMUNITY SCHOOL  
FY2024 MAY BUDGET COMPARISON**

	<b>FY2024 INITIAL BUDGET</b>	<b>FY2024 OCTOBER BUDGET</b>	<b>FY2024 MAY BUDGET</b>	<b>Change in Budget Favorable (Unfavorable)</b>	<b>FY2025 INITIAL BUDGET</b>
<b>FTE</b>	<b>195</b>	<b>195</b>	<b>185</b>	<b>-10</b>	<b>205</b>
4192550 - Payroll Services	\$ 4,341	\$ 4,341	\$ 4,933	\$ (592)	\$ 5,081
4192960 - Computer & Technology Services	\$ 97,850	\$ 97,850	\$ 61,979	\$ 35,871	\$ 63,838
4232720 - Maintenance and Repairs	\$ 20,600	\$ 18,100	\$ 18,831	\$ (731)	\$ 18,396
599- Safety Grant Expense	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
4232730 - Custodial Services	\$ 12,352	\$ 12,352	\$ 60,400	\$ (48,048)	\$ 39,600
507 - ESSER III Grant Janitorial	\$ 20,600	\$ -	\$ -	\$ -	\$ -
507 - ARP ESSER III Grant Janitorial	\$ 37,500	\$ 37,500	\$ 10,400	\$ -	\$ -
4232760 - Security	\$ 7,210	\$ 7,210	\$ 6,897	\$ 313	\$ 7,104
4252710 - Rent	\$ 93,600	\$ 96,000	\$ 96,000	\$ -	\$ 97,440
4252740 - Printer & Copier Costs	\$ 25,235	\$ 25,235	\$ 21,505	\$ 3,730	\$ 22,150
4122213 - Professional Development	\$ 15,000	\$ 15,000	\$ 26,827	\$ (11,827)	\$ 15,000
507 - ARP Homeless Professional Development	\$ 3,090	\$ 6,530	\$ -	\$ 6,530	\$ -
507 - ARP ESSER III Professional Development	\$ 12,500	\$ 12,500	\$ -	\$ 12,500	\$ -
572 - Title I Grant Professional Development	\$ 11,265	\$ -	\$ -	\$ -	\$ -
590 - Title IIA Grant Professional Development	\$ -	\$ 409	\$ -	\$ 409	\$ -
4412790 - Communication Services	\$ 4,708	\$ 4,708	\$ 7,679	\$ (2,971)	\$ 7,909
4472790 - Internet	\$ 2,327	\$ 14,267	\$ 18,433	\$ (4,166)	\$ 18,986
4432790 - Postage	\$ 3,090	\$ 3,090	\$ 3,090	\$ -	\$ 3,183
4512720 - Electricity	\$ 50,470	\$ 50,470	\$ 32,211	\$ 18,259	\$ 33,177
4522720 - Water and Sewage	\$ 5,253	\$ 5,253	\$ 5,852	\$ (599)	\$ 6,028
4532720 - Gas	\$ 15,450	\$ 15,450	\$ 15,450	\$ -	\$ 15,914
4222720 - Garbage Removal	\$ 19,570	\$ 19,570	\$ 20,221	\$ (651)	\$ 20,828
4832850 - Student Transportation	\$ 184,970	\$ 184,970	\$ 247,911	\$ (62,941)	\$ 259,350
507 - ESSER II Student Transportation	\$ 30,900	\$ -	\$ -	\$ -	\$ -
507 - ARP ESSER III Student Transportation	\$ 27,500	\$ 27,500	\$ 97,089	\$ (69,589)	\$ -
4462490 - Advertising	\$ 16,480	\$ 28,368	\$ 21,691	\$ 6,677	\$ 22,342
4623120 - Food Services	\$ 113,300	\$ 169,950	\$ 163,047	\$ 6,903	\$ 167,939
<b>Total 400 - Purchased Services</b>	<b>\$ 1,316,873</b>	<b>\$ 1,346,324</b>	<b>\$ 1,412,281</b>	<b>\$ (65,957)</b>	<b>\$ 1,330,293</b>
<b>500 - Supplies &amp; Materials</b>					
Grant Supplies					
507 - ARP Homeless Grant Supplies	\$ -	\$ -	\$ 6,530	\$ (6,530)	\$ -
507 - ARP ESSER III Grant Supplies	\$ 125,648	\$ 125,648	\$ 56,167	\$ 69,481	\$ -
572 - EOEK Grant Supplies	\$ 30,583	\$ 18,939	\$ 18,939	\$ -	\$ 19,508
5111110 - Instructional Supplies	\$ 36,050	\$ 36,050	\$ 16,000	\$ 20,050	\$ 16,480
5122490 - Office Supplies	\$ 22,660	\$ 22,660	\$ 16,000	\$ 6,660	\$ 16,480
5172960 - Computer Supplies & Technology	\$ 5,150	\$ 11,170	\$ 10,000	\$ 1,170	\$ 10,300
5722720 - Maintenance Supplies	\$ 14,626	\$ 14,626	\$ 23,000	\$ (8,374)	\$ 23,690
5732740 - Equipment and Furniture	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
<b>Total 500 - Supplies &amp; Materials</b>	<b>\$ 235,697</b>	<b>\$ 230,093</b>	<b>\$ 147,636</b>	<b>\$ 82,457</b>	<b>\$ 87,458</b>
<b>800 - Other</b>					
8432590 - Audit Fees	\$ 11,330	\$ 11,330	\$ 17,211	\$ (5,881)	\$ 17,727
8992590 - Bank Fees	\$ 124	\$ 124	\$ 125	\$ (1)	\$ 129
8492590 - Other Dues and Fees	\$ -	\$ 425	\$ 120	\$ 305	\$ 124
8512590 - Liability Insurance	\$ 2,781	\$ 7,327	\$ 8,500	\$ (1,173)	\$ 8,755
8532590 - Treasurer Bond	\$ 125	\$ 125	\$ 125	\$ -	\$ 125
8994199 - Academic Extra	\$ 13,596	\$ 23,466	\$ 17,714	\$ 5,752	\$ 18,246
<b>Total 800 - Other</b>	<b>\$ 27,956</b>	<b>\$ 42,797</b>	<b>\$ 43,795</b>	<b>\$ (998)</b>	<b>\$ 45,106</b>
<b>Total Expense</b>	<b>\$ 2,987,129</b>	<b>\$ 2,972,824</b>	<b>\$ 2,961,317</b>	<b>\$ 11,507</b>	<b>\$ 2,880,506</b>
<b>Total Increase (Decrease) in Net Position</b>	<b>\$ 75,843</b>	<b>\$ 222,170</b>	<b>\$ 62,413</b>	<b>\$ (161,178)</b>	<b>\$ 15,323</b>

**CITY DAY COMMUNITY SCHOOL  
FY2024 MAY 5 YEAR DETAIL**

	FY2024		FY2025		FY2026		FY2027		FY2028	
FTE	\$	185	\$	206	\$	211	\$	217	\$	224
<b>Income</b>										
1400 - Interest on Investments										
1410 - Interest Income	\$	150	\$	150	\$	155	\$	159	\$	164
1440 - Rental Income	\$	1,420	\$	1,463	\$	1,506	\$	1,552	\$	1,598
<b>Total 1400 - Interest on Investments</b>	\$	<b>1,570</b>	\$	<b>1,613</b>	\$	<b>1,661</b>	\$	<b>1,711</b>	\$	<b>1,762</b>
1800 - Misc Local Revenue										
1890 - Miscellaneous Receipts	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000
<b>Total 1800 - Misc Local Revenue</b>	\$	<b>5,000</b>	\$	<b>5,000</b>	\$	<b>5,000</b>	\$	<b>5,000</b>	\$	<b>5,000</b>
3100 - Unrestricted Grant Aid										
3110 - Foundation Basic	\$	2,107,405	\$	2,367,750	\$	2,584,206	\$	2,661,732	\$	2,741,584
3190 - Casino Tax	\$	11,818	\$	12,172	\$	12,537	\$	12,914	\$	13,301
<b>Total 3100 - Unrestricted Grant Aid</b>	\$	<b>2,119,223</b>	\$	<b>2,379,922</b>	\$	<b>2,596,743</b>	\$	<b>2,674,646</b>	\$	<b>2,754,885</b>
3200 - Restricted State Grant Aid										
451 - School Connectivity Grant	\$	1,800	\$	1,800	\$	1,800	\$	1,800	\$	1,800
499 - Other State Grants	\$	2,500	\$	2,500	\$	2,500	\$	2,500	\$	2,500
<b>Total 3200 - Restricted State Grant Aid</b>	\$	<b>4,300</b>	\$	<b>4,300</b>	\$	<b>4,300</b>	\$	<b>4,300</b>	\$	<b>4,300</b>
4200 - Federal Funds Grant Aid										
507 - ARP Homeless	\$	6,530	\$	-	\$	-	\$	-	\$	-
607 - ARP ESSER III Grant	\$	396,823	\$	-	\$	-	\$	-	\$	-
516 - IDEA B Grants	\$	50,907	\$	52,434	\$	54,007	\$	55,627	\$	57,296
536 - Title I NC SSI Grant	\$	43,106	\$	44,399	\$	45,731	\$	47,103	\$	48,516
572 - Title I Grant	\$	175,932	\$	181,210	\$	188,647	\$	192,246	\$	198,013
572 - EOECE Grant	\$	18,939	\$	19,508	\$	20,093	\$	20,696	\$	21,316
587 - IDEA B ECSE Grant	\$	988	\$	1,018	\$	1,048	\$	1,080	\$	1,112
590 - Title IIA Grant	\$	16,176	\$	16,661	\$	17,161	\$	17,676	\$	18,206
584 - Title IVA Grant	\$	12,650	\$	13,029	\$	13,420	\$	13,823	\$	14,237
584 - Stronger Connections	\$	6,040	\$	6,221	\$	6,408	\$	6,600	\$	6,798
599 - Safety Grant	\$	2,500	\$	2,575	\$	2,500	\$	2,500	\$	2,500
600 - Food Service Grants	\$	183,047	\$	167,939	\$	172,977	\$	178,166	\$	183,511
<b>Total 4200 - Federal Funds Grant Aid</b>	\$	<b>893,837</b>	\$	<b>504,994</b>	\$	<b>519,991</b>	\$	<b>535,916</b>	\$	<b>551,506</b>
<b>Total Income</b>	\$	<b>3,023,730</b>	\$	<b>2,895,826</b>	\$	<b>3,127,895</b>	\$	<b>3,221,172</b>	\$	<b>3,317,453</b>
<b>Expense</b>										
100 - Salaries										
1713423 - Board Stipends	\$	13,000	\$	13,000	\$	13,000	\$	13,000	\$	13,000
1111110 - Salaries & Wages	\$	590,540	\$	862,253	\$	890,451	\$	919,143	\$	948,338
507 - ARP ESSER III Grant Salaries	\$	233,517	\$	-	\$	-	\$	-	\$	-
536 - Title I NC SSI Grant Salaries	\$	39,000	\$	40,170	\$	41,375	\$	42,616	\$	43,895
572 - Title I Grant Salaries	\$	153,432	\$	158,035	\$	162,776	\$	167,660	\$	172,689
590 - Title IIA Grant Salaries	\$	14,883	\$	15,330	\$	15,790	\$	16,263	\$	16,751
516 - IDEA B ECSE Grant Salaries	\$	-	\$	-	\$	-	\$	-	\$	-
584 - Stronger Connections Grant Salaries	\$	6,040	\$	6,221	\$	6,408	\$	6,600	\$	6,798
584 - Title IVA Grant Salaries	\$	10,650	\$	10,969	\$	11,298	\$	11,637	\$	11,986
<b>Total 100 - Salaries</b>	\$	<b>1,061,062</b>	\$	<b>1,105,978</b>	\$	<b>1,141,068</b>	\$	<b>1,175,920</b>	\$	<b>1,213,458</b>
200 - Benefits										
2101110 - SERS/STRS Expense	\$	101,734	\$	129,218	\$	133,421	\$	137,701	\$	142,059
507 - ARP ESSER III Grant SERS/STRS Expense	\$	21,889	\$	-	\$	-	\$	-	\$	-
536 - Title I NC SSI Grant SERS/STRS Expense	\$	4,106	\$	4,229	\$	4,356	\$	4,486	\$	4,621
572 - Title I Grant SERS/STRS Expense	\$	15,000	\$	15,450	\$	15,914	\$	16,391	\$	16,883
590 - Title IIA Grant SERS/STRS Expense	\$	2,000	\$	2,060	\$	2,122	\$	2,185	\$	2,251
584 - Title IVA Grant SERS/STRS Expense	\$	2,000	\$	2,060	\$	2,122	\$	2,185	\$	2,251
2401110 - Health Insurance Benefits	\$	118,373	\$	125,475	\$	133,003	\$	140,884	\$	149,443
2901110 - Payroll Taxes	\$	31,442	\$	33,179	\$	34,233	\$	35,308	\$	36,404
<b>Total 200 - Benefits</b>	\$	<b>296,543</b>	\$	<b>311,671</b>	\$	<b>325,170</b>	\$	<b>339,240</b>	\$	<b>353,910</b>
400 - Purchased Services										
4111110 - Instructional Service	\$	60,226	\$	62,032	\$	63,893	\$	65,810	\$	67,785
4111239 - Special Educational Instruction	\$	149,033	\$	153,504	\$	158,109	\$	162,852	\$	167,738
516 - IDEA B Grant Special Educational Instruction	\$	50,907	\$	52,434	\$	54,007	\$	55,627	\$	57,296
516 - IDEA B ECSE Special Education	\$	988	\$	1,018	\$	1,048	\$	1,080	\$	1,112
4152411 - Sponsor Fee	\$	54,505	\$	71,033	\$	73,163	\$	75,358	\$	77,619
4162960 - Administrative Technology Service	\$	18,592	\$	19,150	\$	19,724	\$	20,316	\$	20,926
572 - Title I Grant Technology Service	\$	7,500	\$	7,725	\$	7,957	\$	8,195	\$	8,441
4192490 - Other Professional Services	\$	54,528	\$	56,164	\$	57,849	\$	59,584	\$	61,372
4182480 - Legal Services	\$	14,833	\$	15,071	\$	15,524	\$	15,989	\$	16,469
4182530 - Treasury Services Fee	\$	56,700	\$	62,400	\$	64,272	\$	66,200	\$	68,186
4182590 - Tax Preparation	\$	1,725	\$	2,000	\$	2,060	\$	2,122	\$	2,185
4192550 - Payroll Services	\$	4,933	\$	5,081	\$	5,233	\$	5,390	\$	5,552
4192960 - Computer & Technology Services	\$	61,979	\$	63,838	\$	65,753	\$	67,726	\$	69,758
4232720 - Maintenance and Repairs	\$	18,831	\$	19,396	\$	19,977	\$	20,577	\$	21,194
599 - Safety Grant Expense	\$	2,500	\$	2,500	\$	2,500	\$	2,500	\$	2,500
4232730 - Custodial Services	\$	60,400	\$	39,600	\$	40,768	\$	42,012	\$	43,272
507 - ARP ESSER III Grant Janitorial	\$	10,400	\$	-	\$	-	\$	-	\$	-
4232760 - Security	\$	6,897	\$	7,104	\$	7,318	\$	7,537	\$	7,763
4252710 - Rent	\$	96,000	\$	97,440	\$	97,440	\$	97,440	\$	97,440
4252740 - Printer & Copier Costs	\$	21,505	\$	22,150	\$	22,815	\$	23,499	\$	24,204
4122213 - Professional Development	\$	26,827	\$	15,000	\$	15,000	\$	15,000	\$	15,000
507 - ARP Homeless Professional Development	\$	-	\$	-	\$	-	\$	-	\$	-
507 - ARP ESSER III Grant Professional Development	\$	-	\$	-	\$	-	\$	-	\$	-
572 - Title I Grant Professional Development	\$	-	\$	-	\$	-	\$	-	\$	-
590 - Title II Grant Professional Development	\$	-	\$	-	\$	-	\$	-	\$	-
4412790 - Communication Services	\$	7,679	\$	7,909	\$	8,148	\$	8,391	\$	8,643
4472790 - Internet	\$	18,433	\$	18,986	\$	19,555	\$	20,142	\$	20,746
4432790 - Postage	\$	3,090	\$	3,183	\$	3,278	\$	3,377	\$	3,478
4512720 - Electricity	\$	32,211	\$	33,177	\$	34,172	\$	35,198	\$	36,253
4522720 - Water and Sewage	\$	5,852	\$	6,028	\$	6,209	\$	6,395	\$	6,587
4532720 - Gas	\$	15,450	\$	15,914	\$	16,391	\$	16,883	\$	17,389
4222720 - Garbage Removal	\$	20,221	\$	20,828	\$	21,452	\$	22,096	\$	22,759
4832850 - Student Transportation	\$	247,911	\$	259,350	\$	267,131	\$	275,144	\$	283,399

507 - ARP ESSER III Grant Student Transportation	\$ 97,089	\$ -	\$ -	\$ -	\$ -
4462490 - Advertising	\$ 21,691	\$ 22,342	\$ 23,012	\$ 23,702	\$ 24,413
4623120 - Food Services	\$ 163,047	\$ 167,939	\$ 172,977	\$ 178,166	\$ 183,511
<b>Total 400 - Purchased Services</b>	<b>\$ 1,412,281</b>	<b>\$ 1,330,293</b>	<b>\$ 1,366,754</b>	<b>\$ 1,404,308</b>	<b>\$ 1,442,989</b>
<b>500 - Supplies &amp; Materials</b>					
Grant Supplies					
507 - ARP Homeless Grant Supplies	\$ 6,530	\$ -	\$ -	\$ -	\$ -
507 - ARP ESSER III Grant Supplies	\$ 56,167	\$ -	\$ -	\$ -	\$ -
572 - EOECS Grant Supplies	\$ 18,939	\$ 19,508	\$ 20,093	\$ 20,696	\$ 21,316
5111110 - Instructional Supplies	\$ 16,000	\$ 16,480	\$ 16,974	\$ 17,484	\$ 18,008
5122490 - Office Supplies	\$ 16,000	\$ 16,480	\$ 16,974	\$ 17,484	\$ 18,008
5172960 - Computer Supplies & Technology	\$ 10,000	\$ 10,300	\$ 10,600	\$ 10,927	\$ 11,255
5722720 - Maintenance Supplies	\$ 23,000	\$ 23,690	\$ 24,401	\$ 25,133	\$ 25,867
6732740 - Equipment and Furniture	\$ 1,000	\$ 1,000	\$ 1,030	\$ 1,000	\$ 1,000
<b>Total 500 - Supplies &amp; Materials</b>	<b>\$ 147,636</b>	<b>\$ 87,458</b>	<b>\$ 90,081</b>	<b>\$ 92,723</b>	<b>\$ 95,475</b>
<b>800 - Other</b>					
8432590 - Audit Fees	\$ 17,211	\$ 17,727	\$ 18,259	\$ 18,807	\$ 19,371
8482590 - Bank Charges	\$ 125	\$ 129	\$ 133	\$ 137	\$ 141
8492590 - Other Dues and Fees	\$ 120	\$ 124	\$ 127	\$ 131	\$ 135
8512590 - Liability Insurance	\$ 8,500	\$ 8,755	\$ 9,018	\$ 9,288	\$ 9,567
8532590 - Treasurer Bond	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
8994199 - Academic Extra	\$ 17,714	\$ 18,246	\$ 18,793	\$ 19,357	\$ 19,938
<b>Total 800 - Other</b>	<b>\$ 43,795</b>	<b>\$ 45,106</b>	<b>\$ 46,455</b>	<b>\$ 47,845</b>	<b>\$ 49,276</b>
<b>Total Expense</b>	<b>\$ 2,961,317</b>	<b>\$ 2,880,306</b>	<b>\$ 2,969,558</b>	<b>\$ 3,081,035</b>	<b>\$ 3,165,109</b>
<b>Total Increase (Decrease) in Net Position</b>	<b>\$ 62,413</b>	<b>\$ 15,323</b>	<b>\$ 158,138</b>	<b>\$ 160,137</b>	<b>\$ 162,348</b>

FY24 - May 2024  
 IRN No.: 134247  
 Type of School: Brick and Mortar  
 Contract Term: 06/30/2024

County: Montgomery

School Name: City Day Community School  
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances  
 For the Fiscal Years Ended 2021 through 2023, Actual and  
 the Fiscal Years Ending 2024 through 2028, Forecasted

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	\$ 1,468,083	\$ 1,620,358	\$ 1,804,472	\$ 2,107,405	\$ 2,367,750	\$ 2,584,205	\$ 2,861,732	\$ 2,741,584
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1800, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	220,163	16,432	18,984	16,816	17,172	17,537	17,914	18,301
<b>Total Operating Receipts</b>	\$ 1,678,246	\$ 1,636,790	\$ 1,823,456	\$ 2,124,222	\$ 2,384,922	\$ 2,601,743	\$ 2,679,646	\$ 2,759,885
<b>Operating Disbursements</b>								
100 Salaries and Wages	\$ 787,374	\$ 933,873	\$ 1,124,479	\$ 1,061,062	\$ 1,106,978	\$ 1,141,098	\$ 1,176,920	\$ 1,213,458
200 Employee Retirement and Insurance Benefits	211,570	228,556	493,290	296,543	311,671	325,170	339,240	353,910
400 Purchased Services	900,898	878,841	1,397,485	1,437,992	1,356,776	1,394,031	1,432,404	1,471,827
500 Supplies and Materials	264,720	230,271	184,984	147,836	87,458	90,081	92,723	95,475
600 Capital Outlay - New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	9,209	17,018	24,136	18,084	18,623	19,178	19,750	20,339
819 Other Debt	-	-	-	-	-	-	-	-
<b>Total Operating Disbursements</b>	\$ 2,173,771	\$ 2,288,358	\$ 3,204,375	\$ 2,961,317	\$ 2,880,506	\$ 2,969,568	\$ 3,061,036	\$ 3,155,109
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (495,525)	\$ (651,568)	\$ (1,380,919)	\$ (837,094)	\$ (495,584)	\$ (367,815)	\$ (381,390)	\$ (395,224)
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except fund 532)	\$ 501,835	\$ 798,982	\$ 1,494,264	\$ 893,637	\$ 504,894	\$ 519,991	\$ 535,616	\$ 661,606
State Grants (3200, except 3211)	221,720	1,800	1,800	4,300	4,300	4,300	4,300	4,300
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	-	2,601	134	1,570	1,613	1,661	1,711	1,762
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
<b>Total Nonoperating Revenues/(Expenses)</b>	\$ 723,556	\$ 801,384	\$ 1,496,188	\$ 899,507	\$ 510,906	\$ 526,953	\$ 541,527	\$ 657,568
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 228,031	\$ 149,816	\$ 115,278	\$ 62,413	\$ 15,323	\$ 158,138	\$ 180,137	\$ 162,345
Fund Cash Balance Beginning of Fiscal Year	\$ 72,987	\$ 301,018	\$ 450,833	\$ 566,112	\$ 628,526	\$ 843,847	\$ 801,985	\$ 962,122
Fund Cash Balance End of Fiscal Year	\$ 301,018	\$ 450,833	\$ 566,112	\$ 628,526	\$ 643,847	\$ 801,985	\$ 962,122	\$ 1,124,467

**Assumptions**

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
<b>Staffing/Enrollment</b>								
Total Student FTE	185	181	180	185	205	211	217	224
Instructional Staff	18	18	18	18	18	18	18	18
Administrative Staff	2	2	2	2	2	2	2	2
Other Staff	1	1	1	2	2	2	2	2
<b>Purchased Services</b>								
Rent	\$ 90,000.00	\$ 93,600.00	\$ 93,600.00	\$ 96,000.00	\$ 97,440.00	\$ 97,440.00	\$ 97,440.00	\$ 97,440.00
Utilities	65,502.29	76,253.70	77,093.30	79,824.63	82,013.26	84,473.65	87,007.86	89,618.10
Other Facility Costs	114,379.83	89,312.50	110,496.84	133,856.48	104,473.14	107,532.34	110,683.31	113,928.81
Insurance	5,961.20	4,848.02	7,114.48	8,500.00	6,755.00	9,017.65	9,288.18	9,566.82
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	41,554.34	44,033.86	54,134.16	54,504.84	71,033.00	73,163.79	75,358.37	77,619.13
Audit Fees	10,206.20	10,339.00	11,384.00	17,211.00	17,727.33	18,259.15	18,806.92	19,371.13
Contingency	-	-	-	-	-	-	-	-
Transportation	-	8,510.00	358,194.44	345,000.00	259,360.00	267,130.50	275,144.42	283,396.75
Legal	25,895.64	26,703.50	21,062.50	14,632.50	15,071.48	15,523.62	15,989.33	16,469.01
Marketing	4,929.86	19,884.85	28,368.04	21,690.86	22,341.58	23,011.83	23,702.18	24,413.25
Consulting	98,176.96	95,174.37	69,328.89	117,885.53	125,644.35	129,413.68	133,296.09	137,294.97
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	158,680.84	116,351.20	185,096.79	200,827.93	206,955.77	213,164.44	219,569.37	226,146.18
Technology Services	69,388.38	63,765.03	65,835.75	88,070.63	90,712.75	93,434.13	96,237.16	99,124.27
Food Services	138,248.09	128,033.15	145,448.18	163,047.49	167,838.91	172,977.06	178,166.39	183,511.38
Other	79,984.21	102,231.61	150,318.04	97,040.24	87,319.55	89,489.14	91,723.82	94,025.53
<b>Total</b>	\$ 900,897.84	\$ 878,840.91	\$ 1,397,485.33	\$ 1,437,882.00	\$ 1,356,776.12	\$ 1,394,031.00	\$ 1,432,403.40	\$ 1,471,827.31
<b>Financial Metrics</b>								
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	-2.16%	-0.55%	2.78%	10.81%	2.83%	2.84%	3.23%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	-2.47%	11.40%	16.89%	12.27%	8.08%	2.99%	2.89%
Growth in Non-Operating Receipts/Expenses	0.00%	10.76%	88.70%	-39.88%	-43.20%	2.96%	2.96%	2.96%
Days of Cash	0.03	0.13	0.14	0.19	0.22	0.22	0.26	0.30

**Assumptions Narrative Summary**

Fiscal Year 2024-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	-
Loan A	\$ -	\$ -	\$ -	\$ -	-
Loan B	\$ -	\$ -	\$ -	\$ -	-
Line of Credit	\$ -	\$ -	\$ -	\$ -	-
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	-
Capital Leases	\$ -	\$ -	\$ -	\$ -	-
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	-
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>

- \*FY2021 to FY2022 From Audited Financials and Footnotes, FY23-FY28 Unaudited
- \*The School Fund Balance and Accounting is Maintained On An Accrual Basis Annually Excluding Gasb 68 and 75
- \*The FTE Expected To Be 205 in FY2025 and Increase 3% for remaining years through FY28.
- \*State Basic Foundation Is Calculated By Multiplying the FTE To the Per Pupil Blended Average Revenue Amount, As According To the Community Settlement Reports, \$11,828 Per Pupil.
- \*School Has No Management Company
- \*Other Operating Revenues Include Miscellaneous Student Deposits for Fundraisers and Field Trips
- \*Salaries and Wages Are Expected to Rise By 10% for FY24.
- \*Benefits are 14% of Salaries and Wages for Employer Retirement Costs. Additionally, There Are Medical Insurance Premiums and Payroll Taxes
- \*Rent is \$8,000 Per Month through FY2025
- \*Utilities Expected To Increase By 3% Each Year
- \*Other Facility Costs Include Printer/Copier Costs, Lawn Maintenance, and General Repairs with An Expectation To Increase By 3% Each Year
- \*Insurance Includes D&O And General Liability Insurance Premiums. Anticipated To Increase By 3% Per Year
- \*Sponsor Fees Expected To Remain at 3% of Basic Foundation Aid with ERCCO
- \*The School Utilizes Transportation Services with approved Transportation dollars included in per pupil funding revenue.
- \*Legal Fees Are Anticipated To Rise By 3% Each Year Due To Inflation
- \*Marketing Costs included a New Campaign in FY2022 and will continue through FY2026 by an expected 3% Each Year.
- \*Consulting Includes Treasury Services, Contracted Staff, Recruitment Costs, and Strategic Advising
- \*Consulting Services Include Marcum Treasury, Stephanie Ataya, Services through FY2028
- \*Other Purchased Services Include costs for Payroll Processing, Instructional Services, Professional Development, Postage Costs and Security Services
- \*Supplies and Materials Will Increase by 3%, Each Forecasted Year. Overall costs expected to decrease to precovid levels in FY25 to 28
- \*Other Operating Disbursements Include Bank Fees, Membership Fees, Any Non-Instructional Board Expenses, and other Miscellaneous Costs Not Classified In Any Other Category
- \*Consolidated Federal Grant Funding Will Increase With FTEs
- \*During FY2021-24, The School Receives Multiple COVID19 Relief Grants That Will Not Be Available in FY2025 onwards, Causing A Decrease In Revenues and Correlating Expenses
- \*The School Anticipates Total Expenditures Per FTE To Be The Following Over The Next 5 Years; FY2024 \$18,007 , FY2025 \$13,849 , FY2026 \$13,863, FY2027 \$13,876, FY2028 \$13,888
- The School Currently has No Debt & Does not Anticipate any.

March 10, 2023

Board of Directors  
City Day Community School  
(Sent Via Email)

*Re: Ohio School Treasury Services for the fiscal year June 30, 2024*

Dear Board of Directors:

Thank you for choosing Marcum LLP (“Marcum,” “we,” “us” or “our”) to provide school treasury services for City Day Community School (“Client,” “School,” “Board”).

The purpose of this Engagement letter, including **Schedule A -Treasury Services and Attachment B- Marcum LLP Engagement Terms**, (collectively, the “Agreement”), is to document the understanding between Marcum and Client related to the school treasury services (the “Services”) for the School for the year ending June 30, 2024 .

The “Treasurer” provided in this Agreement by Marcum and agreed to by you, is recognized by the State of Ohio as an Officer of the School (sometimes referred to as Fiscal Officer) and serves in a fiduciary capacity to the School in accordance with all applicable laws, rules and regulations. The Treasurer will remain licensed and authorized to serve during the term of the engagement. In connection with performing the function of a treasurer, the Treasurer will continue to carry a bond payable to the state. The Treasurer will procure bond and insurance coverage for the School’s directors and officers as requested by the School pursuant to its Sponsor Agreement.

### **School Services**

During the term of our engagement, we will perform Services included **on Schedule A Treasury Services and Schedule C Payroll Administration Services**.

It is understood that our responsibility for such Services will encompass only periods covered under this Agreement and will not extend to any subsequent periods for which we are not engaged. If the School closes Marcum may be separately engaged to perform additional services pursuant to a separate written agreement between the parties for the closure/wind-up and period until the issuance of the last audit report by the Auditor of State of Ohio.

During this engagement, the monthly financial statements produced by the Treasurer are issued in a fiduciary capacity and considered internally prepared financials of the School by the Fiscal Officer (Treasurer) of the School and are not considered independent attestation engagements of

Marcum. The internally prepared monthly financial statements of the School are prepared at the direction of the Treasurer and will exclude all elements of GASB 68 and 75, be labeled "Unaudited", and will be sent to the School's Sponsor by the Sponsor's contracted due date.

In order to have timely financials submitted for audit, we will provide all information necessary to your GAAP compiler to produce GAAP Basis financial statements, in accordance with GAGAS, except calculations and schedules related to GASB 68 and 75.

We are not being engaged to prepare compiled, reviewed or audited financial statements or perform compilation, review or audit services. Accordingly, our work in this engagement is not intended to result in the preparation or issuance of a compiled, reviewed or audited financial statement. However, as indicated in the Schedule of Services, the Treasurer will work with the audit team assigned by the Auditor of State's office in order to respond to any requests made. If the requests relate to non-financial items, the Treasurer will coordinate a reply from the responsible party.

### **Your Responsibilities**

The Treasurer will not perform management functions or make management decisions for you. However, the Treasurer, will provide advice, research materials and recommendations to assist your management in performing its functions and making decisions.

In the course of the engagement, the Treasurer will be expected to sign documents in his/her role as an appointed Officer of the School as defined in the School's Code of Regulations, a copy of which the School will provide to the Treasurer. Any documents signed will be a reflection of items approved by the "Board".

The above Services will be performed based on data and information made available to us by you or on your behalf. We will not verify or audit this information. None of these services can be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention, consistent with the advice of legal counsel.

As a condition to our performing the Services described above, you agree to:

- Make all management decisions and perform all management functions.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the Board or School's use of the Services.
- Approve policies for accounting, internal control, and electronic payment (PEX card, credit card or otherwise).

### **Timing**

We have mutually agreed to commence work for the Services described in this Agreement as outlined in attached schedule(s) on July 1, 2023 .

You acknowledge that we must have adequate time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. We may provide you with a request for information and you must respond to these requests completely, accurately and to the best of your knowledge at the time. Should we not receive such information and assistance from you, due to the school's own negligence or lack of diligence, with sufficient time to complete the Services, then you acknowledge that we can give no assurances that our Services will be completed prior to the time required by law.

Unless specified herein as our responsibility to provide, you shall have obtained for us, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for Marcum to perform the Services contemplated hereunder (including use of any necessary software or data). You shall also provide us, on a timely basis, with such information, approvals and assistance as may be necessary to our work or as may reasonably be requested.

### **Fees and Payment Terms**

Our fee will be based on the services to be provided hereunder. You will also be billed for travel and other out-of-pocket costs as incurred as more fully described in **Attachment A and B** under "Fees". Our full monthly fee is earned and payable for any month that this Agreement is effective.

Our invoices will be issued on or prior to the end of each month of Service and payable upon issuance.

Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due sixty (60) days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this Agreement, and you agree that we are not responsible for the impact on the Company of any delay that results from such non-payment by you.

### **Other Matters**

Marcum's engagement for the preparation of IRS Form 990 may be included in a separate engagement letter if the School determines to engage Marcum for such preparation.



**Agreement**

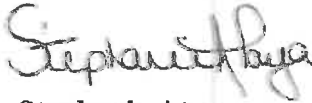
This Agreement, including its Attachments, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The letter may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. The agreements of the parties contained in the engagement letter will survive the completion or termination of this engagement. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force.

If you agree with the terms of our engagement, as described in this letter, please sign the engagement letter and return it to us by email and we will send you a fully executed copy.

We appreciate the opportunity to serve you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

**Marcum LLP**



**Stephanie Ataya**  
*Licensed Ohio School Treasurer*

**AGREED AND ACCEPTED:**

This Agreement correctly sets forth the agreement City Day Community School

Signature: \_\_\_\_\_

Title: Board President \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment C****MARCUM LLP ENGAGEMENT TERMS**

These terms in this Attachment C apply to the Agreement described in any engagement letter referencing them (and supersede any inconsistent terms) but shall also apply to any additional work we may be asked to perform for Client within twelve months of any such engagement letter (unless a separate engagement letter is used). In the event that there is a conflict between the engagement letter and this Attachment C, the terms of this Attachment C shall control. All capitalized terms used herein that are undefined shall have the meaning provided elsewhere in the Agreement.

**Cooperation and Participation, Effect on Fees.** Client's management is responsible for approving transactions in the books of accounts and for the safeguarding of assets and for providing substantially accurate financial records to the best of the school's knowledge at the time. Marcum shall endeavor to be alert to any information provided by or on behalf of Client that is incorrect or missing and shall apply its normal diligence in this regard; nevertheless, Marcum shall be entitled to rely on the accuracy, completeness, and reliability of all information provided by, and on all decisions and approvals of, Client (and Client's retained advisors, consultants, or legal counsel). Client's management shall be solely responsible for applying independent business judgment with respect to Marcum's Services and work product (including decisions on implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. Further, Client is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing the services provided and evaluating the adequacy and results of the Services performed.

1. **Use and Reliance.** Marcum's working papers are the property of Marcum. We will retain the documentation in accordance with the School's document retention policies and as required by law, which may be amended from time to time. Marcum's work product resulting from the engagement (except for copies of filed tax returns) is solely intended for Client's use for the specific purpose provided and no other purpose. Unless otherwise agreed to in writing by Marcum, our work product is not to be relied upon by any third parties in any manner or for any purpose; this engagement does not create any privity between Marcum and any third party. Client shall indemnify Marcum and its personnel from third party claims, liabilities costs and expenses for the School or Board's unauthorized use of Marcum's work product. The conclusions expressed in our deliverables are based upon the facts presented by Client or by others on Client's behalf and may be inapplicable if the actual facts differ from those presented in any respect.
2. **Agreed Upon Scope of Work.** Marcum shall be obligated only for work or deliverables specified in the Agreement referencing these terms, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. To the extent all specific details of the engagement are not so documented, the parties shall work diligently and in good faith to document them at the request of either party. Unless expressly provided for, Marcum's Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Except as otherwise agreed by the parties in writing, Marcum's engagement ends on completion of the services or expiration or termination of this Agreement.

Our Services under this Agreement and this Attachment C do not constitute legal or investment advice. We recommend that you retain competent legal counsel and investment advisers.

To the extent that we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party as a result of our prior or future services to you, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession and this Agreement.

3. **Legal and Regulatory Change.** Marcum may periodically communicate changes in laws, rules or regulations to Client. However, Client has not engaged Marcum, and Marcum does not undertake an obligation, to advise Client of changes in laws, rules, regulations, industry or market conditions, Client's own business practices or other circumstances, except to the extent required by professional standards. The conclusions expressed in our deliverables hereunder are based upon the tax laws as of the date of Service, which are subject to change, and our conclusions are limited solely to the matters for which we were engaged. Marcum will not update its conclusions should the law change unless specifically engaged to do so.
4. **External Factors: Standards of Performance.** Client acknowledges that this engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, evaluation of Marcum's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. Except as otherwise agreed by the parties in writing, Marcum is not responsible for updating any work after completion of the Services or expiration or termination of this Agreement.
5. **Marcum Personnel.** Marcum strives to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, you agree to the following: In the event that any of our employees accepts a position of employment with your School, or any of its related parties or affiliates at any time while we are performing services for you or within one year thereafter, irrespective of whether they've worked on your account or not, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

If you need a permanent employee and would like assistance in locating this type of individual, we can provide personnel search assistance for a fee to help you locate and hire a qualified individual.

6. **Confidentiality.** To the extent that, in connection with this engagement, Marcum comes into possession of any proprietary or confidential information of Client, Marcum will not disclose such information to any third party without consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Marcum in breach hereof, (ii) is disclosed by Client to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to Marcum on a non-confidential basis from a source other than Client which Marcum believes is not prohibited from disclosing such information to Marcum

by obligation to Client, (iv) is known by Marcum prior to its receipt from Client without any obligation of confidentiality with respect thereto, or (v) is developed by Marcum independently of any disclosures made by Client to Marcum of such information. In addition, Client acknowledges and agrees that any such information that comes to the attention of Marcum in the course of performing this engagement may be considered and used by Marcum in the context of responding to its professional obligations as the independent accountants for Client. Solely to the extent that information obtained from Client is protected health information pursuant to the Health Insurance Portability and Accountability Act (as amended from time to time, "HIPAA"), this Agreement shall be deemed to incorporate all terms that HIPAA requires to be included in a business associate contract relating to such information.

7. **Business Risk Allocations.** Client agrees that Marcum's liability arising out of the Services and any related work product or other deliverables provided shall in no event exceed the total amount received hereunder for the portion of the work giving rise to liability; nor shall Marcum be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity). This shall be your exclusive remedy. Also, because of the importance of the information that Client provides with respect to Marcum's ability to perform the Services, Client hereby releases Marcum and its partners, principals and employees from any liability, costs, fees, expenses, and damages (including defense costs) relating to the Services hereunder which are attributable to any information provided by Client personnel and Client's agents that is not complete, accurate or current.

To the extent permitted by law, client shall, upon the receipt of written notice, indemnify Marcum, and its partners, principals and employees, from any liability, costs, fees, expenses, and damages (including defense costs) associated with any third-party claim arising from or relating to Client's misrepresentations, or false or incomplete information provided to Marcum in the performance of its Services, or third party reliance on Marcum's work product or deliverable.

No action, regardless of form, arising out of the Services provided under this Agreement may be brought by either party more than one year after the date the last Services were provided under this Agreement.

8. **Waiver of Jury Trial: Jurisdiction and Venue: Governing Law.**

**AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO CLIENT IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT:**

*Marcum and Client each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and/or the Services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party..*

*The terms and provisions of this Agreement, any course of conduct, course of dealing and/or action of Marcum and/or Client and our relationship with you shall be governed by the laws of the State of Ohio to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either Marcum or Client, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.*

9. **Termination.** We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment: our independence has been impaired; we can no longer rely on the integrity of management; or there may be a violation of applicable law, regulations or standards, a conflict of interest, or damage to our reputation), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this Agreement may require, plus applicable interest, costs, fees and attorney's fees. Upon termination by either party, Treasurer shall return all documents regarding the School's students, finances and or assets to the School promptly, provided that Marcum may maintain such information for document retention purposes or consistent with professional standards, applicable law, rule or regulation.
10. **General.**
- (a) We shall not be liable for any delay or failure in performance due to circumstances beyond our reasonable control.
  - (b) This engagement is being undertaken solely for the benefit of Client and no other person or entity shall be authorized to enforce the terms of this Agreement. Accordingly, except to the extent expressly provided herein to the contrary, there are no third-party beneficiaries under this Agreement.
  - (c) Except as otherwise required by applicable law, Client shall not make any public announcements in respect of this Agreement or otherwise communicate its terms without Marcum's prior written consent. However, the parties acknowledge that this Agreement and services described herein will be approved by the Client at a public meeting notice of which will be publicly announced.
  - (d) Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, or agency relationship.
  - (e) Client shall not assign any rights, obligations or claims relating to this Agreement.
  - (f) If any portion of the Agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

City Day Community School

Marcum LLP – Ohio School Treasury Services Contract: Schedule of Treasury Services and Fees 7/1/2023 to 6/30/2024

1. Licensed & Bondable Ohio School Treasurer- Provided

2. Banking

- a. Board will name treasurer as signer on all school bank accounts. We don't anticipate, but may request addition of assistant treasurer as signer during course of contract.
  - b. Deposits and transfers when needed.
  - c. Reconcile bank to books monthly.
  - d. Wire transfers if needed.
  - e. Maintain ACH Listing.
  - f. Investigate and correct bank errors
  - g. Stop payments when needed.
3. Bill Pay and Accounts Payable
- a. Maintain listing of management approved invoices
  - b. Bi-weekly bill pay runs.
  - c. Pay / Process director's board meeting stipends no later than 2 business days after the meeting.
  - d. Expedited payment (overnight / 2-day/ Normal US Mail) when regularly scheduled bill run is not adequate.
  - e. Respond to vendor questions about payments.

4. Accounting

- a. Accounting records and ledger is maintained such that monthly, Year to Date Statement of Net Position and Statement of Changes in Net Position (excluding GASB 68 and 75) can be presented to the sponsor. This includes recording any known material revenue receivables or expense accruals each month and maintaining Capital Asset records.
  - b. Assist in revision of accounting policies as necessary.
  - c. Accounting for year-end, June 30, is held open until GAAP financial information is provided to GAAP provider.
- The year will only be reopened for any newly issued bill, expense accrual, or receivable that is deemed material.

5. Reporting

- a. Monthly: Statement of Net Position and Statement of Changes in Net Position (excluding GASB 68 and 75) Year to Date. This report will also include any additional schedules requested by the sponsor to fulfill the monthly financial reporting requirement.
- b. Provide GAAP Provider with reconciled accounting records so that nature of the GAAP provider work is related to GASB 68 / 75 and report preparation.
- c. ODE annual period H reporting is required on a cash basis of accounting. Our office will convert and report annual financial information to the ODE to fulfill the reporting requirement.
- d. Annual Budget, Semi Annual Budget revision, and Semiannual Five Year Forecasts: We will work with management and Board committees to provide an annual budget and five year forecast for Board review and approval by the October deadline. In addition, we will prepare a budget revision leading up to the May Five year forecast.

- e. Annual Vendor 1099 preparation: Filed for required vendors based on calendar year payments.

6. Title Grant Approver and CCIP Reporting

- a. After approval by the schools CCIP administrator, our office will timely approve title applications, revisions, and PCR requests during our engagement.
- b. Completion of CCIP Final Expenditure Report and 9/30 report with assistance from the schools CCIP coordinator\ administrator.

7. Meeting Presentations \ Questions

- a. A representative will be available for diah in to present financial information and filed questions for scheduled Board meetings- up to 6 per year.
- b. We will respond to requests from management, board members, legal counsel, or the sponsor.

8. Auditor of State- Annual Financial Audit

- a. We will work with the audit team assigned by the Auditor of State office in order to satisfy any requests made. If the requests relate to non-financial items, we will coordinate a reply from the responsible party.
  - b. We will communicate results of audit to the Board or Board Audit committee.
9. Outside of Scope Services:
- a. In the course of providing comprehensive treasury services, it can be reasonable to expect there might require tasks that cannot be regularly anticipated and are not listed above. We will include 3 hours of out of scope services as part of the engagement and will provide a running total of those amounts on the monthly billing. Any out of scope services in excess of 3 hours will be discussed and reviewed with the Board for approval at the time of service and before it is billed and will be at a rate of \$150 Hr.

- b. Examples of out of scope services are on next page.

10. Fees-

- a. The services listed above will be provided 7/1/2023 6/30/2024 at a rate of \$ 3,725 per month. Mileage at standard federal mileage rate will be billed when required to physically attend.
- b. As in the past, we will continue to use third party services that allow us to expeditiously provide the services listed above. By agreeing to this engagement, you are also agreeing to us using these providers on your behalf. If the fees for these services are paid for by our office, we will bill you for those costs.
- c. Third party providers used:
  - i. Bill.com (maintaining accounts payable, mailing and postage costs ,stop payment fees)
  - ii. 1099.com (or similar service)
  - iii. QuickBooks

Examples of Out of Scope Services

- i. Title Grants Reviews
- ii. Title Grants Maintenance of Effort Failure-Resolution
- iii. Other ODE program reviews
- iv. Budgets / Projections in excess of 2 per year.
- v. Ohio Shared Services / DUNS updates
- vi. Public records requests
- vii. ODE Surveys
- viii. Insurance Applications
- ix. School Closure Procedures and Reporting

**1. Payroll Processing**

- a. Manage third party payroll service system (Paycor recommended):
- b. Calculate and process each employee's pay in accordance with contracted pay schedule.
- c. Payout and proration calculations; Final Pay
- d. New Hire On Boarding; Obtaining documents
- e. Update employee file for changes in employee information

**2. Payroll Tax, Withholdings, and Benefits Payments and Reporting**

- a. Ensure all tax withholding and employer tax amounts are paid, and timely remitted as necessary.
- b. Ensure all benefits or other required withholdings from employees pay (including garnishments) are paid and timely remitted as necessary.
- c. Ensure that all federal, state, and local monthly and annual tax reporting's are filed timely.
- d. Retain payroll registers, journals, and necessary documents for audit.

**3. Other Reporting and Tasks**

- a. STRS and SERS Annual Reporting and Payroll Estimations
- b. STRS and SERS Service Credit Reports
- c. STRS and SERS Retirement Verification Reports
- d. STRS and SERS Resolutions and Plan Documentation
- e. 403B / 457 Plan Documentation and Reporting
- f. Workers Compensation Premium Reporting

**4. Current Scope**

- a. Fee schedule presumes one location and up to 30 employees.
- b. Fee covers up to 2 pay schedules.

**5. Schools Obligations:**

- a. Management Representative (Principal, Superintendent, ETC) will be designated to approve draft processed payrolls prior to processing.
- b. Contracts, employee email, and other necessary data to properly calculate employees scheduled pay will be timely provided.

**6. Outside of Scope Services:**

- a. Items not specifically listed are considered out of scope and we have no responsibility to complete.

b. If we become aware of necessary out of scope items, we will inform the school and update the agreement to include a ny necessary payroll administration related service.

**7. Fees:**

- a. The services listed above will be provided for 7/1/2023 to 6/30/2024 at a rate of \$ 1,000 per month.
- b. Mileage at standard federal mileage rate will be billed when required to travel.
- c. As in the past, we will continue to use third party services that allow us to expeditiously provide the services listed above. By agreeing to this engagement, you are also agreeing to us using these providers on your behalf. If the fees for these services are paid for by our office, we will bill you for those costs.
- d. Third party providers used:
  - i. Paycor (or other agreed upon third party service)



## **PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – FINANCIAL PERFORMANCE GOALS**

### **OVERVIEW:**

The Performance Accountability Plan sets out the performance standards and/or performance requirements as measured annually. The Performance areas include Academic, Financial, Organizational/Operations, and Governance/Legal.

### **ERCO EVALUATES FINANCIAL VIABILITY IN THE FOLLOWING INDICATORS:**

1. SCHOOL MANAGES CASH FLOW AND MAINTAINS RESERVES TO COVER OPERATING EXPENSES
2. THE SCHOOL PAYS CREDITORS AND VENDORS
3. THE SCHOOL PAYS A MAJORITY OF ITS BILLS WITHIN 30 DAYS
4. THE SCHOOL MAINTAINS A HEALTHY BALANCE BETWEEN THE DEBT AND MONTHLY INCOME
5. THE SCHOOL HAS PAYMENT PLANS IN PLACE, REDUCE OUTSTANDING DEBT OVER 60 DAYS
6. THE SCHOOL PROJECTED ANNUAL EXPENSES ARE ALIGNED WITH PROJECTED REVENUE
7. FINANCIAL REPORTING TO GOVERNMENT AGENCIES ARE CURRENT
8. FINANCIAL REPORTING TO THE SPONSOR IS ACCURATE AND TIMELY

### **ERCO EVALUATES THE SCHOOL WITH THE FOLLOWING RATE SCALE, AND WITH THE BELOW MEASUREMENTS AND METRICS:**

- EXCEEDS EXPECTATIONS = 4 Pts.
- MEETS EXPECTATIONS = 3 Pts.
- APPROACHES EXPECTATION = 2 Pts.
- BELOW EXPECTATIONS: = 1 Pt.

**EXCEEDS EXPECTATIONS:** The school maintains reserves that will cover 60 or more days of its typical operating expenses, the school's invoices are paid within 5 business days and 90% of the school's bills are outstanding 30 days or fewer days. Less than 10% of monthly income is committed to repayment of debt over 60 days outstanding. Financial reports are consistently accurate and submitted by the 8th of each month.

**MEETS EXPECTATIONS:** The school maintains reserves that will cover 30-59 days of its typical operating expenses, invoices are paid within 6-20 days, and 80-90% of the school bills are outstanding within 30 or fewer days. 75-89% of outstanding debts are on repayment plans and financial reports are consistently accurate and submitted by the 15th of each month.

## PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – FINANCIAL PERFORMANCE GOALS

**APPROACHES EXPECTATIONS:** The school maintains reserves that will cover 15-29 days of its typical operating expense, the invoices are paid within 21-49 and 60-79% of the school bills are outstanding 30 days or fewer. 25-74% of the school's outstanding debts are on repayment plans and the financial reports are consistently accurate but were submitted after the 15th of the month up to 3 times in the most recent year.

**BELOW EXPECTATION:** The school maintains reserves that will cover less than 15 days of its typical operating expenses, the school invoices are after 50 days or more days. 59% or less of the school bills are outstanding 30 days or fewer, and less than 25% of the outstanding debts are on repayment plans. The school financial reports are consistently inaccurate and/or were submitted after the 15th of the month 4 or more times within the most recent year.

### COMPLETING THE PERFORMANCE FRAMEWORK

- The school will complete its Performance Goals for each indicator. The school will forecast its performance goals for each contracted year for each indicator. The rating is as follows: *4 = Exceeds Expectations, 3 = Meet Expectations, 2 = Approaching Expectations, and 1 = Below Expectations.*
- ERCO will annually evaluate the School Performance goals to receive the actual end-of-the-year school performance results. The results will be included in the Annual High Stakes Performance Review and provided to the school Board and School Administrator.

# PERFORMANCE FRAMEWORK

## FINANCIAL PERFORMANCE GOALS

SCHOOL NAME: City Day Community School

DATE COMPLETED: April 17th, 2024

GOAL INDICATORS	RATING SCALE	MEASUREMENT AND METRICS	24-25	25-26	26-27	27-28
<b>1. The school manages cash flow and maintains reserves to cover operating expenses.</b>	4 = Exceeds Expectations	<i>The school maintains reserves that will cover 60 or more days of its typical operating expenses.</i>	4	4	4	4
	3 = Meets Expectations	<i>The school maintains reserves that will cover 30-59 days of its typical operating expenses.</i>				
	2 = Approaches Expectations	<i>The school maintains reserves that will cover 15-29 days of its typical operating expenses.</i>				
	1 = Below Expectations	<i>The school maintains reserves that will cover less than 15 days of its typical operating expenses.</i>				
<b>2. The school pays its financial obligation to vendors and creditors in a timely manner.</b>	4 = Exceeds Expectations	<i>The school's invoices are paid within 5 business days according to ERCO financial analysis.</i>	3	4	4	4
	3 = Meets Expectations	<i>The school's invoices are paid within 6-20 days, according to ERCO financial analysis.</i>				
	2 = Approaches Expectations	<i>The school's invoices are paid within 21-49 days, according to ERCO financial analysis.</i>				
	1 = Below Expectations	<i>The school's invoices are after 50 or more days, according to ERCO financial analysis</i>				
<b>3. The school is able to pay the majority of its bills within 30 days.</b>	4 = Exceeds Expectations	<i>90-100% of the school's bills are outstanding 30 or fewer days.</i>	4	4	4	4
	3 = Meets Expectations	<i>80-89% of the school's bills are outstanding 30 or fewer days.</i>				
	2 = Approaches Expectations	<i>60-79% of the school's bills are outstanding 30 or fewer days.</i>				
	1 = Below Expectations	<i>59% or less of the school's bills are outstanding 30 or fewer days.</i>				
<b>4. The school maintains a healthy balance between the debt and monthly income.</b>	4 = Exceeds Expectations	<i>Less than 10% of monthly income is committed to repayment of debt over 60 days outstanding.</i>	4	4	4	4
	3 = Meets Expectations	<i>10-25% of monthly income is committed to repayment of debt over 60 days outstanding.</i>				
	2 = Approaches Expectations	<i>26-75% of monthly income is committed to repayment of debt over 60 days outstanding.</i>				
	1 = Below Expectations	<i>More than 75% of monthly income is committed to repayment of debt over 60 days outstanding.</i>				
<b>5. The school has repayment plans in</b>	4 = Exceeds Expectations	<i>90-100% of the school's outstanding debts are on repayment plans.</i>	3	3	4	4
	3 = Meets Expectations	<i>75-89% of the school's outstanding debts are on repayment plans.</i>				

<p>place to reduce outstanding debt over 60 days outstanding.</p>	<p>2 = Approaches Expectations</p>	<p>25-74% of the school's outstanding debts are on repayment plans.</p>				
	<p>1 = Below Expectations</p>	<p>Less than 25% of the school's outstanding debts are on repayment plans.</p>				
<p>6. The school's projected annual expenses based on YTD expenditures are closely aligned with the projected annual revenue.</p>	<p>4 = Exceeds Expectations</p>	<p>Projected annual revenue exceeds projected annual expenses by 15% or more.</p>	3	3	4	4
	<p>3 = Meets Expectations</p>	<p>Projected annual revenue exceeds projected annual expenses by 5-14%.</p>				
	<p>2 = Approaches Expectations</p>	<p>Projected annual revenue is up to 5% greater than or up to 5% less than projected annual expenses.</p>				
	<p>1 = Below Expectations</p>	<p>Projected annual expenses exceed projected annual revenue by 5% or more.</p>				
<p>7. The school's financial reporting to government agencies are current and compliant. And payments to taxing agencies, worker compensation, retirement funds, lender agencies, and etc are not in a state of default or delinquency.</p>	<p>4 = Exceeds Expectations</p>	<p>All reporting and payments are current and without FTE errors.</p>	4	4	4	4
	<p>3 = Meets Expectations</p>	<p>All reporting and payments are current, and reflect fewer than 10% FTE errors.</p>				
	<p>2 = Approaches Expectations</p>	<p>Reporting is not current, payments are not current, OR reporting reflects greater than 10% FTE errors.</p>				
	<p>1 = Below Expectations</p>	<p>Reporting is not current, payments are not current and/or reporting reflects greater than 10% FTE errors.</p>				
<p>8. The school financial reporting to the sponsor is prompt, consistent and accurate.</p>	<p>4 = Exceeds Expectations</p>	<p>Financial reports are consistently accurate and submitted by the 8th of each month.</p>	3	3	4	4
	<p>3 = Meets Expectations</p>	<p>Financial reports are consistently accurate and submitted by the 15th of each month.</p>				
	<p>2 = Approaches Expectations</p>	<p>Financial reports are consistently accurate, but were submitted after the 15th of the month up to 3 times in the most recent year.</p>				
	<p>1 = Below Expectations</p>	<p>Financial reports are inaccurate or were submitted after the 15th of the month 4 or more times in the most recent year.</p>				
<p><b>SCORING:</b></p> <ul style="list-style-type: none"> <li>• EXCEEDS EXPECTATIONS = 4</li> <li>• MEETS EXPECTATIONS = 3</li> <li>• APPROACHES EXPECTATIONS = 2</li> <li>• BELOW EXPECTATIONS = 1</li> </ul>						

## **ATTACHMENT 5**

- A. Description of Facility**
- B. Suspension and/or School Closing Procedures**
- C. Facility Lease Agreement or copy of Sales Contract and related documents.  
Recorded Conveyance Documents.**

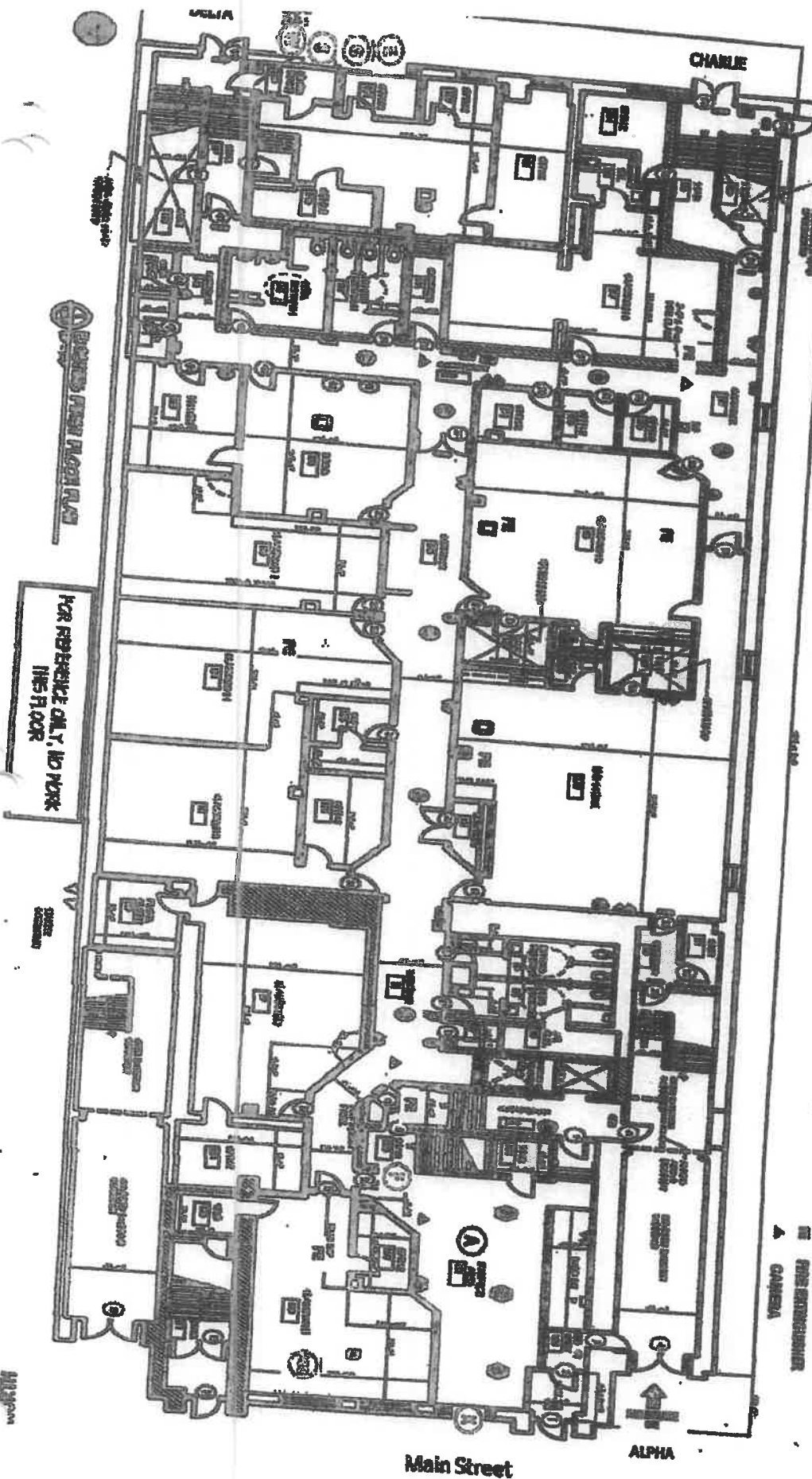
## **Description of the Facility**

City Day Community School is located on a one-acre lot and includes one building, one fenced-in playground, and a parking lot along the side the building. All classes take place in this three-story building.

A map and/or floor plans of the buildings annotated with evacuation routes, shelter locations, fire alarm pull stations, fire hydrants, fire extinguishers, first aid kits, hazardous materials storage, and utility shutoffs are attached. All staff members are required to know these locations as well as how to operate the utility shutoffs.

The annual costs associated with leasing this facility is approximately \$90,000 per year. A current lease is also attached with the name of the landlord identified in the latest lease agreement.

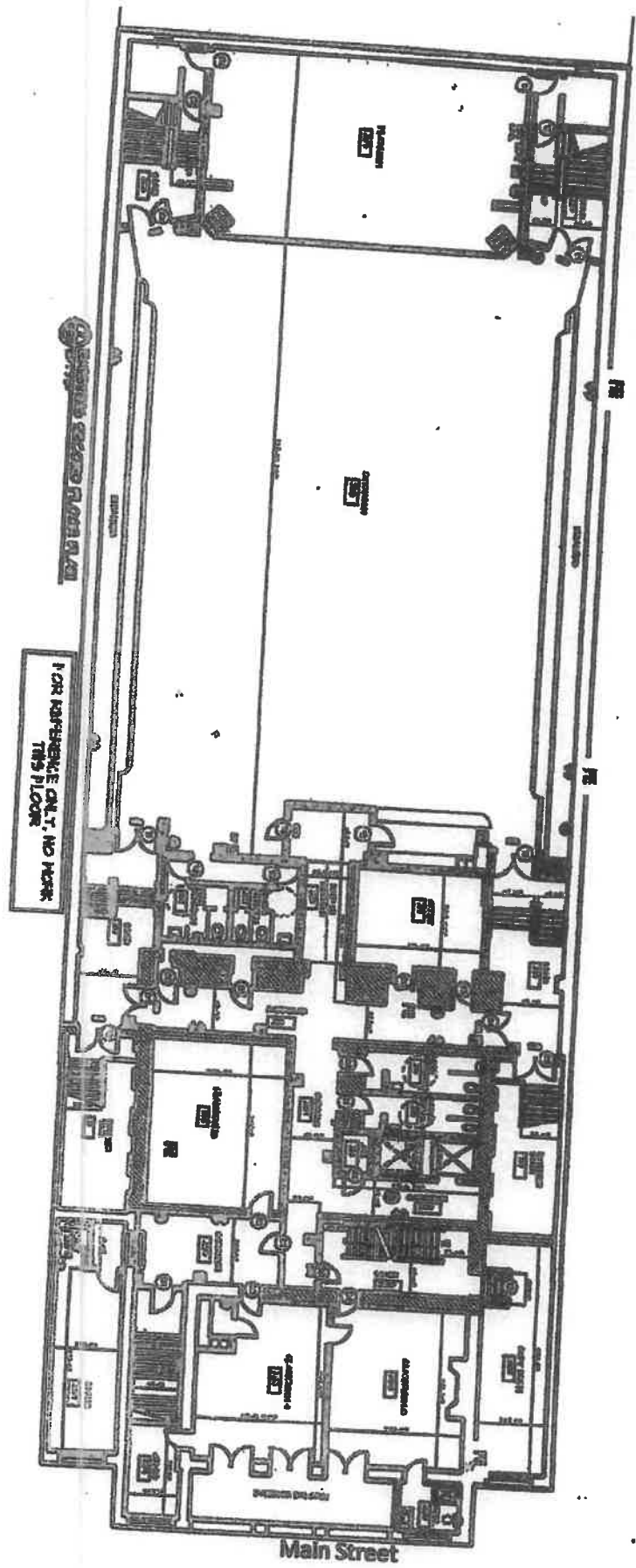
**Floor Plan-First Floor**  
**City Day Community School**  
 IRI#: 134247  
 320 South Main Street  
 Dayton, OH 45402  
 Office Phone: (937) 229-8130  
 Emergency Maintenance: (937) 307-0860



FOR REFERENCE ONLY, NO WORK  
 THIS FLOOR

(A)	LOCATION OF DESIGN AND ELECTRICAL SHEDDING
(B)	ELECTRICAL SHEDDING
(C)	FIRE ALARM PANEL
(D)	GAS SERVICE
(E)	MECHANICAL
(F)	SPRINKLER SHEDDING
(G)	WATER SERVICE
(H)	APPROXIMATE SITE
(I)	THIS INSTRUMENT
(J)	CAMERA

**Floor Plan-Second Floor**  
**City Day Community School**  
 Rm: 19-0247  
 320 South Main Street  
 Dayton, OH 45402  
 Office Phone: (937) 223-6130  
 Emergency Maintenance: (937) 207-0860



**LEGEND**

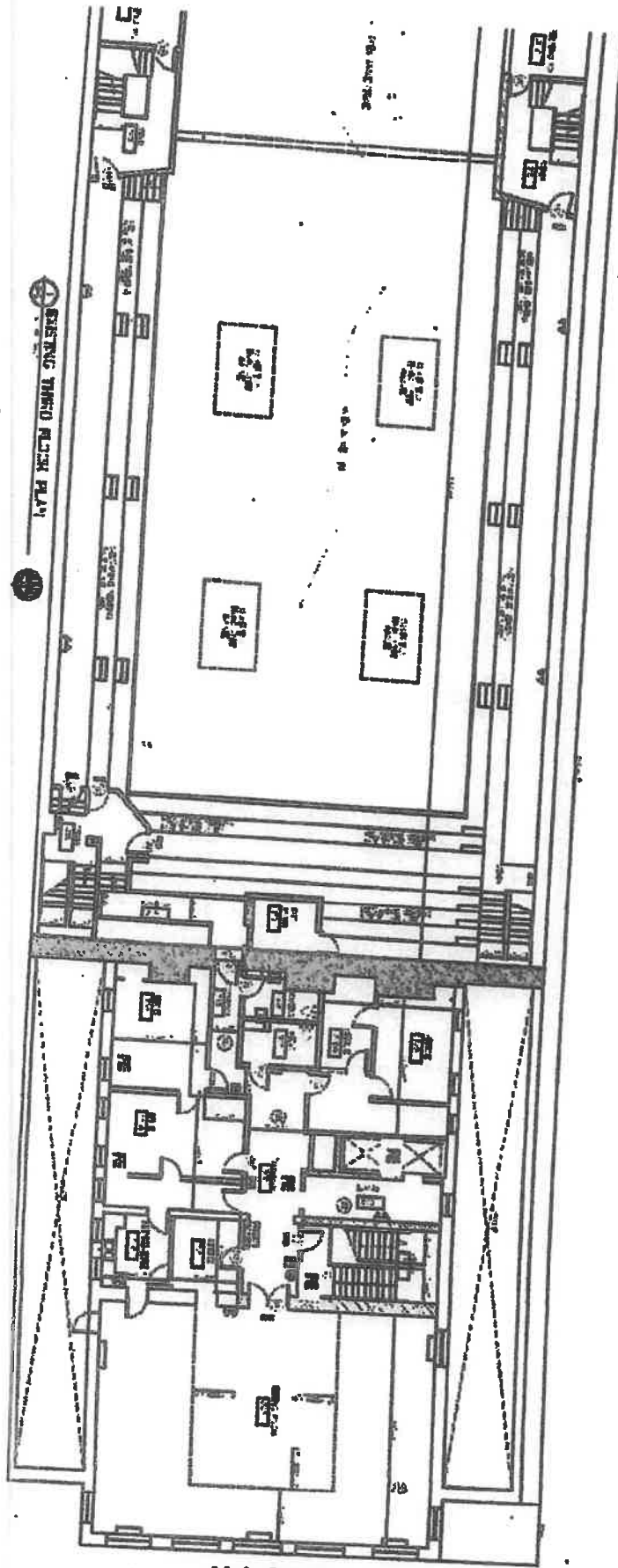
- ① LOCATION OF UPRISING AND
- ② ELECTRICAL, AIRFLOW
- ③ FIRE ALARM PANEL
- ④ GAS SHUTOFF
- ⑤ SMOKE BOX
- ⑥ SPECIAL AIR SHUTOFF
- ⑦ WATER SHUTOFF

FE FIRE ESCAPE/ELEVATOR





**Floor Plan-Third Floor**  
**City Day Community School**  
 RN# 134247  
 820 South Main Street  
 Dayton, OH 45402  
 Office Phone: (937) 229-8130  
 Emergency Maintenance: (937) 307-0860



**LEGEND**

- (A) LOCATION OF EXISTING AND
- (B) REMOVED STAIRS
- (C) FIRE ALARM PULL
- (D) GAS SHUTOFF
- (E) SHUT BOX
- (F) DRINKING WATER
- (G) WATER SHUTOFF

**IN THIS CONSTRUCTION**



Main Street

## **EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC. ("ERCO")**

### **Community School: Suspension and/or School Closing Procedures**

ERCO is primarily responsible for ensuring that an orderly process is followed when a school closes or operations are suspended.

#### **CLOSURE**

Under state law (Ohio Revised Code 3314.023), ERCO must monitor and oversee the school's compliance with law, administrative rules, and contract provisions including requirements related to school closure.

#### **SUSPENSION**

ORC 3314.072 establishes the conditions under which a school may be suspended along with a school's procedural rights. ERCO follows these procedures:

#### **RECORDS**

ERCO must assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education and other interested entities are secured and available as needed during the closeout process. Records include: (1) student records; (2) staff records; and (3) administrative records. ERCO shall secure all school records (students, personnel, fiscal, etc.) prior to closing and maintain according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy.

#### **ERCO'S GOALS**

To provide and execute a plan for an orderly conclusion of the school's affairs when the school is closed or suspended for any reasons permitted by law and/or the contract between ERCO and the school.

A school is considered closed or suspended when instruction has ceased and the governing authority or sponsor has issued an official notice that includes the reason for the date of the school's closure or suspension. A community school is also considered closed if Ohio Department of Education issues a notice to a school under the state's automatic closure law, ORC 3314.35. In the case of both suspension and closure, ERCO and an authorized representative of the governing authority shall complete and sign the Suspension and Closing Assurance Template. ERCO shall make sure the school's governing authority takes all reasonable and required actions to fully address suspension or closing issues. If the school's

**governing authority fails to fulfill obligations with respect to orderly closure, ERCO assumes responsibility for all closure activities.**

**ERCO shall submit a Suspension and Closing Assurances Template for each closed community school attesting that all necessary notifications and actions are completed.**

**When possible, ERCO shall arrange completion of the final FTE review within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing. ERCO shall make an effort to ensure completion of the final FTE review prior to transfer of original student records to the district(s). ERCO shall monitor the school's actions to assure both the FTE review and fiscal audits are scheduled in a timely fashion. If the school fails to schedule these activities, ERCO will make the necessary arrangements.**

**For mid-year closure or suspension, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools within ten days of notification. In the case of closure at the end of the school year, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools via Epicenter no later than May 31. ERCO shall use the Suspension and Closing Assurance Template for the estimated timeline.**



# City Day Community School

320 South Main St. Dayton, Ohio 45402 (937) 223-8130 Fax: (937) 223-8136

**VIA FIRST CLASS MAIL**

**VIA EMAIL ([jzeller@zellermgmt.com](mailto:jzeller@zellermgmt.com))**

MAIN ST BTZ, LLC

Attn.: James Zeller

3876 N. Dixie Dr.

P.O. Box 13542

Dayton, Ohio 45413-0542

Re: City Day Community School Notice of Lease Renewal

Jim:

Please accept this correspondence as formal written notice of City Day Community School's ("City Day") decision to exercise its Lease Renewal Option pursuant to Section 2.2 of the Lease Agreement. This Renewal Term shall commence on July 1, 2023, and shall continue until June 30, 2026. Please direct all communication regarding this matter to the undersigned.

Sincerely,  
DocuSigned by:

*Crystal Mosley*

Crystal Gilbert-Mosley, ABD, MBA, M.Ed  
Superintendent

City Day Community School

320 S. Main Street

Dayton, OH 45405

937-223-8130

[cmosley@cityday.org](mailto:cmosley@cityday.org)

## RENT SCHEDULE

Year 1 \$90,000.00 per annum; \$7,500.00 per month.  
Years 2-3 \$93,600.00 per annum; \$7,800.00 per month.

Rent during the Renewal Term shall be as follows:

Year 4 \$96,000.00 per annum; \$8,000 per month.  
Year 5 \$97,440.00 per annum; \$8,120 per month.  
Year 6 \$99,000.00 per annum; \$8,250 per month.  
Year 7 \$100,800.00 per annum; \$8,400 per month.  
Year 8 \$102,360.00 per annum; \$8,530.00 per month.  
Year 9 \$104,160.00 per annum; \$8,680 per month.



# City Day Community School

320 South Main St. Dayton, Ohio 45402 (937) 223-8130 Fax: (937) 223-8136

Resolution 20- *64*

## City Day Community School Building Lease

"Resolved that Board of Education at City Day Community School has reviewed and accepted the 3 year lease from Zeller Management. The Board reviewed and approved the lease agreement at the Board meeting held on June 17, 2020.

Board Signature: *Debra Raabard* Date: *6/17/20*  
Board Signature: *Greg K...* Date: *6/17/2020*  
Board Signature: *Armonz M...* Date: *6.17.2020*  
Board Signature: *Ta Ce* Date: *6/17/2020*  
Board Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This institution is an equal opportunity provider and employer.**

## **LEASE AGREEMENT**

This Lease Agreement (this "Lease") is made as of the 17 day of June, 2020, by and between MAIN ST HTZ, LLC, an Ohio limited liability company (hereinafter referred to as "Landlord"), and CITY DAY COMMUNITY SCHOOL, an Ohio corporation for non-profit, authorized by Chapter 3314 of the Ohio Revised Code (hereinafter referred to as "Tenant").

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions herein contained and intending to be legally bound, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

### **SECTION 1. PREMISES**

1.1 **Grant.** Landlord does hereby lease to Tenant a certain parcel of land more particularly described in Exhibit A hereto, including all easements, hereditaments and appurtenances thereto (the "Land"); the building located thereon and commonly known as 318-320 South Main Street, Dayton, Ohio 45402 (the "Building"); and all other structures, fixtures, improvements and necessary furnishings located on the Land or a part of the Building (collectively, the "Premises").

1.2 **Authorized Use.** Tenant shall use the Premises for the business of operating a community school authorized by Chapter 3314 of the Ohio Revised Code and all related uses, and for such other purposes and activities as the business of Tenant may require, including any ancillary operations, and for any other lawful purpose.

### **SECTION 2. LEASE TERM**

2.1 **Term.** The term of this Lease will begin on July 1, 2020 (the "Commencement Date") and continue for a period of three (3) years until June 30, 2023 (the "Initial Term").

2.2 **Option to Renew Term.**

(a) So long as Tenant does not default under the terms of this Lease beyond any reasonable grace, notice or cure period, Tenant will have the right, at its option, to renew the term of this Lease for two (2) additional periods of three (3) years each (each a "Renewal Term", together with the Initial Term, the "Term"). During any Renewal Term, this Lease will continue under all of the same terms, covenants and conditions as are in force immediately prior to the expiration of the Initial Term hereof, except that the Rent shall be in accordance with the Rent Schedule attached hereto and incorporated herein.

(b) Tenant may exercise its options of renewal by giving Landlord notice of such exercise in accordance with the notice provisions of this Lease at least ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. Tenant's failure to so notify Landlord will constitute a waiver of Tenant's right to renew and this Lease will terminate upon the expiration of the Initial Term or the then-current Renewal Term, as applicable.

### **SECTION 3. RENT**

3.1 **Rent.** Tenant hereby covenants and agrees to pay to Landlord, in advance, each month beginning on the first day of the first calendar month of the Term, monthly installments of rent in the amount as set forth on the Rent Schedule (the "Rent").

3.2 **Payment.** Rent payments will be due and payable on the first day of each calendar month during the Term, without demand, and will be made to Landlord at the address set forth in Section 1.0 or such other address provided to Tenant in writing by Landlord.

#### **SECTION 4. UTILITIES/SERVICES**

4.1 **Services to be Provided.** Tenant shall obtain, at its sole cost and expense, all utility service required by Tenant in the Premises, including light, sewer service, telephone, water, refuse disposal (including any related municipal land fill charges) and any other utilities necessary for operation. Tenant shall, at its sole cost and expense, heat, ventilate and cool the Premises using the heating, ventilating and cooling equipment of Landlord now situated in the Premises. Landlord shall keep and maintain said heating, ventilating and cooling equipment in good order, condition, and repair during the Term of this Lease, excluding damage by fire, explosion or other casualty provided for herein.

4.2 **Services to be Provided.** Tenant shall obtain, at its sole cost and expense, all utility service required by Tenant in the Premises, including light, sewer service, telephone, water, refuse disposal (including any related municipal land fill charges) and any other utilities necessary for operation. Tenant shall, at its sole cost and expense, heat, ventilate and cool the Premises using the heating, ventilating and cooling equipment of Landlord now situated in the Premises. Landlord shall keep and maintain said heating, ventilating and cooling equipment in good order, condition, and repair during the Term of this Lease, excluding damage by fire, explosion or other casualty provided for herein.

4.3 **Landlord Controls Selection.** Landlord has advised Tenant that presently ("Dayton Power and Light") is the utility company selected by Landlord to provide electricity service for the Premises ("Electric Service Provider"). Notwithstanding the foregoing, if permitted by Law, Tenant shall have the right at any time and from time to time during the Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to contract for service from the Electric Service Provider.

4.4 **Interruption of Services.** Tenant understands, acknowledges and agrees that any one or more of the utilities identified in Section 4.1 or otherwise hereunder may be interrupted by reason of accident or emergency caused by a third party or by other causes beyond Landlord's control. Landlord will not be liable in damages or otherwise for any such failure or interruption of any utility service when such failure is beyond Landlord's control and no such failure or interruption will entitle Tenant to terminate this Lease or withhold sums due hereunder. Notwithstanding anything in this Lease to the contrary, if (i) the restoration of service is entirely within Landlord's control, (ii) Landlord negligently fails to restore such service within a reasonable time, and (iii) the Premises are untenable (meaning that Tenant is unable to use such space in the normal course of its business for the use permitted under this Lease) for more than five (5) consecutive business days, then Tenant will notify Landlord in writing that Tenant intends to abate rent after which all Rent will abate on a per diem basis for each day during which the Premises remain untenable.

#### **SECTION 5. INSURANCE AND INDEMNITY**

5.1 **All Risk Insurance.** If and to the extent that Tenant elects to maintain all-risk insurance coverage on its machinery, furniture, fixtures, equipment and other personal property (collectively, "Personal Property") located at the Premises during the Term, such insurance shall be at Tenant's sole cost and expense, in such amount as Tenant may determine in its sole discretion, and name Tenant as loss payee.



5.2 Liability Insurance. Tenant agrees to maintain in responsible companies, public liability insurance, insuring Landlord and Landlord's agents and Tenant, as their interest may appear, against all claims, demands or actions for injury to or death of any one person in an amount of not less than \$1,000,000, and for damage to property in an amount of not less than \$200,000 made by or in behalf of any person, firm or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises. All of said insurance shall be in form and in responsible companies and Landlord will be named as loss payee on such policy of insurance. Tenant shall provide to Landlord, at Landlord's written request, a certificate of insurance evidencing such coverage and such insurance may not be cancelled without first providing Landlord thirty (30) days' advance written notice. If Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand. Landlord, at its sole cost and expense shall be responsible to obtain and maintain any and all insurance coverage on the Building and Land not expressly listed as Tenant's obligation; all of said insurance shall be in form and in responsible companies and Landlord will be named as loss payee on such policy(ies) of insurance. If Landlord fails to comply with such requirements, then Landlord will be in default under this Lease.

5.3 Special Form Property Damage Insurance. Tenant agrees to keep the Building insured throughout the term of this Lease and any extensions thereto against loss or damage by fire or other risk, as may be included in the special form property damage insurance from time to time available, in an amount not less than eighty percent (80%) of the replacement value of the Building with Landlord listed as "loss payee". Upon written request, Tenant agrees to furnish to Landlord certificates of insurance coverage required under is Paragraph. Tenant agrees to provide Landlord thirty (30) days prior written notice of any cancellation or renewal of such insurance and ten (10) days written notice from the date Tenant receives written notice of cancellation from its underwriter or agent of the cancellation of such insurance due to non-payment of the premium.

5.4 Subrogation. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other, or against the officers, employees, agents, representatives, customers and business invitees of such other party, for any loss insurable by fire, extended coverage and other property insurance policies to the extent, and only to the extent, of the insurance proceeds paid pursuant to such policies. Each party will obtain any special endorsements, if required by the insurer, to evidence compliance with the aforementioned waiver.

5.5 Indemnity of Landlord by Tenant. Subject to the waiver of subrogation in Section 5.2, Tenant will indemnify, defend and save Landlord, its affiliates, partners, members, directors, officers, employees and agents harmless from and against all losses, claims, costs, liabilities, fines and penalties of any nature (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Claims") arising or occurring, from and after the Commencement Date, out of (i) Tenant's failure to comply with the terms and conditions set forth in this Lease, (ii) any personal injury or death, damage to or destruction of the Premises caused by the negligence or willful acts or omissions of Tenant or its representatives or (iii) any other Claim made by any affiliate, partner, member, director, manager, officer, employee, visitor, invitee, licensee or lessee of Tenant against Landlord arising out of Tenant's use of the Premises.

5.6 Indemnity of Tenant by Landlord. Subject to the waiver of subrogation in Section 5.2, Landlord will indemnify, defend and save Tenant, its affiliates, partners, members, directors, officers, employees and agents harmless from and against all Claims arising or occurring, from and after the Commencement Date, out of (i) Landlord's failure to comply with the terms and conditions set forth in this Lease, (ii) any personal injury or death, damage to or destruction of the Premises caused by the negligence or willful acts or omissions of Landlord or its representatives, or (iii) any other Claim made by

any affiliate, partner, member, director, manager, officer, employee, visitor, invitee, licensee, lessee or lender of Landlord against Tenant arising out of Landlord's ownership of the Premises.

5.7 Environmental Matters Excepted. Notwithstanding the foregoing, the indemnities provided in this Section will not apply to any matters arising out of or in connection with Environmental Laws, hazardous materials or the environmental conditions of the Premises, which matters will be solely governed by the provisions of Section 12 of this Lease.

#### SECTION 6. WASTE AND COMPLIANCE WITH LAWS; PROPERTY TAXES

6.1 Waste. Tenant covenants that it will use, maintain and occupy the Premises in a careful, safe, and proper manner and will not commit waste therein.

6.2 Compliance with Laws. Tenant will (i) use and maintain the Premises and conduct its business therein in a safe, careful, reputable and lawful manner and (ii) comply with the covenants and laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or that may hereafter be in force, including without limitation those that will impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Premises, excepting any mechanical, structural or other capital improvements to the Building. Notwithstanding anything contained in this Lease to the contrary, if Tenant is no longer authorized to by the Ohio Revised Code to operate a community school, then this Lease shall immediately be null and void and terminate, and all obligations of Landlord and Tenant shall cease without recourse.

6.3 Property Taxes. At its sole cost and expense, Landlord will be responsible for payment, prior to delinquency, of all real estate taxes and assessments (general and special) applicable to the Premises. Notwithstanding the foregoing, during the Term, Tenant shall be responsible for reimbursing Landlord for the real estate assessments paid for the Premises in an annual amount not to exceed \$4,000.

#### SECTION 7. IMPROVEMENTS AND REPAIR; SIGNS

7.1 Repair and Maintenance of Premises. Tenant will conduct, at its sole expense and in a safe manner using qualified service providers, all ordinary, routine maintenance and repair of the Premises, including cleaning the interior of the Building, servicing the heating, ventilation and air conditioning ("HVAC") units, trimming grass, trees and bushes, clearing snow and ice from sidewalks, parking areas and driveways, and removing rubbish, expressly excluding all structural portions of the Premises and Building. Landlord shall be solely responsible, at its sole expense and in a safe manner using qualified service providers, for all extraordinary, non-routine maintenance and repair of the Premises, including replacement or major repair of HVAC units, electrical, boiler, plumbing and other Building systems, the roof, foundation, load-bearing walls and other structural elements of the Building, surfaces of sidewalks, parking areas and driveways, and any other replacement or repair of a capital nature; provided, however, that to the extent any of the foregoing items require replacement or repair because of the gross negligence or willful misconduct of Tenant, its employees or agents, Landlord has the responsibility to repair such damage, but reserves its right to recoup any repair costs from Tenant as a result of any of the actions as noted that are not covered by Landlord's insurance. Notwithstanding anything contained in this Lease to the contrary, (i) Landlord, at its sole cost and expense, shall replace the front part of the roof starting from the elevated section on the west end of the Building on or before June 30, 2021; (ii) Landlord, at its sole cost and expense, shall replace the heat pump in the middle classroom on the third floor of the Building on or before July 31, 2020; (iii) Landlord, at its sole cost and expense, shall inspect, maintain, repair, if possible, or replace, if necessary, all heat pumps in the Building; (iv) Landlord, at its sole cost and expense, shall install a new

connection for the water supply on the cooling tower and any other repairs, maintenance or replacements for the cooling tower to be fully functional on or before May 31, 2020; (v) Landlord, at its sole cost and expense, shall replace the recirculating pump motor in the boiler room and any other repairs, maintenance or replacements for the boiler to be fully functional on or before June 30, 2020; and (vi) Landlord, at its sole cost and expense, shall covenant to perform or cause to perform all of the items set forth on the Roof Evaluation dated March 4, 2020 by EP Construction, incorporated herein by reference.

7.2 **Alterations.** Tenant will not permit alterations in or to the Premises unless and until the plans have been approved by Landlord in writing, which approval will not be unreasonably withheld or delayed, and upon such approval such alterations shall become a part of the Premises and remain at the expiration of the Lease unless Tenant, at its option, removes the same and restores the Premises at Tenant's cost prior to such expiration. Tenant will ensure that all alterations will be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person will be entitled to any lien derived through or under Tenant for any labor or material furnished to the Premises, and nothing in this Lease will be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant will cause such lien to be discharged of record or bonded over within thirty (30) days after filing. Tenant will indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration and any related lien. Notwithstanding the foregoing, Landlord's consent will not be required for cosmetic alterations that do not affect the Building's systems or structure and do not adversely affect the marketability, appearance or value of the Building.

7.3 **Signs.** Tenant will be entitled to display its signage on the Premises in such locations and in such manner as Tenant deems appropriate, provided that Tenant complies with all applicable laws, ordinances and regulations. Tenant agrees that Tenant will obtain Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, prior to displaying any such signage.

#### **SECTION 8. DAMAGE OR DESTRUCTION**

If the Premises, or so much of the Building as to cause the Premises to be uninhabitable, are damaged by any casualty, and the damage (exclusive of any property or improvements installed by Tenant in the Premises) can be repaired within one hundred eighty (180) days, Landlord will repair such damage as soon as practicable and this Lease will continue in full force and effect. If the Premises, or so much of the Building as to cause the Premises to be uninhabitable, are damaged by any casualty, and the damage (exclusive of any property of Tenant or improvements installed by Tenant in the Premises) cannot be repaired within one hundred eighty (180) days, Tenant may, at Tenant's option, either (i) require Landlord to repair such damage as soon as practicable at Landlord's expense, in which event this Lease will continue in full force and effect but Rent will be abated for the portion of the Premises that is unusable by Tenant, or (ii) give written notice to Landlord within thirty (30) days after the date of the occurrence of such damage of Tenant's intention to terminate this Lease, in which event this Lease will terminate as of the date of the occurrence of such damage.

#### **SECTION 9. ASSIGNMENT**

Tenant shall not assign this Lease or sublet all or any portion of the Premises without the Landlord's advance prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's consent will not be required for any assignment to (i) an entity owned or controlled by Tenant, an entity which owns or controls Tenant, or an entity under common ownership or control with Tenant, or (ii) any entity that buys all or substantially all of the assets

or greater than 50% of the common equity or voting securities of Tenant; provided, however, that in any of those instances in which Landlord's consent to an assignment of this Lease by Tenant to an affiliate is not required, Tenant shall remain liable for all of the Tenant's obligations under this Lease along with the affiliate which is the ASSIGNEE UNLESS Tenant can demonstrate that the Assignee has a net worth greater than or equal to Tenant's net worth.

#### SECTION 10. NOTICES

10.1 Notice Addresses. Any notice to be served under the Lease or in connection with any proceeding or action arising out of this Lease or the tenancy created thereby may be sufficiently served by delivering the same by nationally recognized overnight express courier or in hand:

(a) if to Tenant, upon the Premises with copies to the addresses set forth below, or such other place last specified to the other party in writing:

CITY DAY COMMUNITY SCHOOL  
318-320 South Main Street  
Dayton, Ohio 45402  
Attention: Crystal Mossly

with a copy to:

FisherBroyles, LLP  
729 Oakwood Drive  
Gates Mills, Ohio 44040  
Attention: Joseph M. Saponaro

(b) if to Landlord, at the address set forth below, or such other place last specified to the other party in writing:

MAIN ST BTZ, LLC  
3876 N. DIXIE DR., P. O. Box 13542  
Dayton OH 45423-0542  
Attention: James Keller

#### SECTION 11. DEFAULT

11.1 Tenant's Default. In the event:

(a) Tenant defaults in its obligation to pay the Rent or any other amount payable hereunder and such default continues for a period of five (5) days after written notice has been given of such default by Landlord to Tenant;

(b) Tenant fails to perform any other provision of this Lease to be performed or observed by Tenant (other than the obligations set forth in Section 11.1(a) above) and any such failure will continue uncorrected for a period of thirty (30) days after written notice to Tenant thereof, unless such failure cannot reasonably be corrected within such thirty (30) day period, then if Tenant will not within such period have commenced and continued in good faith to correct such failure;

(c) Tenant files for voluntary bankruptcy or is adjudicated bankrupt in involuntary proceedings and such proceeding is not vacated within sixty (60) days;

- (d) a receiver or trustee is appointed over Tenant's property; or
- (e) any execution, attachment or other order of court will be issued upon or against the interest of Tenant in this Lease and will continue for a period of thirty (30) days after notice; then:

Landlord, at any time thereafter, and prior to the curing of default, at its election and without further notice, may terminate this Lease, re-enter into possession of the Premises with process of law, and expel, remove or put out Tenant or any other person or persons occupying the Premises, using such forces as may be necessary to do so and to repossess the Premises, and sue for and recover all Rent earned up to the date of such entry; or the Landlord may, without terminating this Lease, terminate the Tenant's right of possession, re-enter and resume possession of the Premises, as aforesaid, and relet the same for the remainder of the Term at the best rent Landlord can obtain, for the account of Tenant, who will make good any deficiency to Landlord upon demand from Landlord; or the Landlord may sue and recover all rents accrued or accruing under this Lease without declaring this Lease terminated or entering into possession of the Premises to terminate Tenant's possession. All of the foregoing rights of Landlord will be without prejudice to any remedies of Landlord under law to recover any other damage suffered by Landlord by reason of any default of Tenant in performance of its duties and obligations under the terms and conditions of this Lease. Regardless of the remedies Landlord pursues after a default by Tenant hereunder, Landlord will be required to use reasonable commercial efforts to relet the Premises at the best rent Landlord can obtain for the account of Tenant.

11.2 **Landlord's Default.** If Landlord will default in the performance of any covenant, condition or stipulation contained in this Lease, Tenant may, if said default remains uncorrected for a period of thirty (30) days after written notice to Landlord, or if such default cannot reasonably be corrected within such thirty (30) day period, then if Landlord will not within such period have commenced and continued in good faith to correct such default, or without notice if in Tenant's reasonable opinion an emergency exists, perform the same for the account and at the expense of Landlord. Any payments made or other expenses incurred by Tenant for such purposes will be forthwith repaid by Landlord, or the amount thereof, at the option of Tenant, may be credited against future Rent payments of Tenant until credited in full. Notwithstanding anything in this Lease to the contrary, Tenant will have the right to set-off amounts from its rental obligations (provided it supplies Landlord with a complete accounting therefor, including receipts for services rendered) to pay for any obligations of Landlord required hereunder that are not timely paid or performed by Landlord as required by the terms hereof.

## SECTION 12.

### ENVIRONMENTAL MATTERS

12.1 **Environmental Warranties.** Landlord warrants that the Premises are in compliance with all Environmental Laws (as defined in Section 12.2) at the time of the execution of this Lease.

12.2 **Landlord Indemnification.** Landlord agrees to indemnify Tenant with respect to any out-of-pocket costs or damages suffered by Tenant with respect to the environmental condition of the Premises at the time of the execution of this Lease including, but not limited to, any contamination of the Premises by any regulated, hazardous or toxic substances or waste subject to removal or remediation under any Environmental Laws. "Environmental Laws" will mean and include the Resource Conservation and Recovery Act, 49 U.S.C. 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 et seq., The Clean Water Act, 33 U.S.C. 1251 et seq., and all federal, state and local environmental, health and safety laws, ordinances, rules and regulations relating to regulations or control of hazardous substances. In addition, if any negative environmental condition in existence at the time of the execution of this Lease is discovered on the Premises and Tenant or Landlord is directed by any federal, state or local governmental agency to remove or remediate such

condition. Landlord will diligently commence such removal or remediation at its own cost and if Landlord does not so diligently pursue such removal or remediation, Tenant may (i) (without obligation or liability to do so) remove or remediate such condition and set-off the cost therefore from the Rent, or (ii) if the costs of such remediation are in excess of the non-discounted remaining rental payment stream in the then current term of this Lease, terminate this Lease; provided, however, that Tenant will provide at least twenty (20) days' prior written notice of its intent to set-off the cost of removing or remediating any such condition. Such written notice (i) will describe with particularity the negative environmental condition that Tenant proposes to remove or remediate, and (ii) will describe, in as much detail as Tenant can provide at the time, the measures that Tenant proposes to utilize in removing or remediating such condition, including the estimated cost of doing so, and (iii) will be accompanied by all citations, orders or other documents received from the governmental agencies involved with or requiring the removal or remediation of such condition and all reports, remediation plans, proposals and estimates of costs from the entity employed to perform the removal or remediation of such condition.

**12.3 Tenant Indemnification.** Tenant will comply with all Environmental Laws in connection with its occupancy and use of the Premises and will obtain all licenses and permits that may be required in connection with the Tenant's use and occupancy of the Premises. Tenant agrees to indemnify Landlord with respect to any out-of-pocket cost or damages suffered by Landlord with respect to any environmental condition of the Premises to the extent directly resulting from or arising out of Tenant's contamination of the Premises caused by Tenant during the Term by any regulated, hazardous or toxic substances or waste subject to removal or remediation under any Environmental Laws.

**12.4 Compliance by Tenant with Environmental Laws.** Tenant, at Tenant's expense, shall comply with all applicable federal, state, and local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials (as hereinafter defined), waste disposal, air emissions, and other environmental matters with respect to Tenant's use and occupancy of the premises. Moreover, Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept, or used on or about the premises by Tenant, his agents, employees, contractors, or invitees unless in compliance with environmental laws. As used herein, the term Hazardous Material means any hazardous or toxic substances, material, or waste, including but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, in such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

**12.5 Tenant Indemnification.** Tenant will comply with all Environmental Laws in connection with its occupancy and use of the Premises and will obtain all licenses and permits that may be required in connection with the Tenant's use and occupancy of the Premises. Tenant agrees to indemnify Landlord with respect to any out-of-pocket cost or damages suffered by Landlord with respect to any environmental condition of the Premises to the extent directly resulting from or arising out of Tenant's contamination of the Premises caused by Tenant during the Term by any regulated, hazardous or toxic substances or waste subject to removal or remediation under any Environmental Laws.

## SECTION 13.

### EMINENT DOMAIN

If all or any substantial part of the Building or Land will be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving sixty (60) days' written notice to Tenant within fifteen (15) days after possession thereof is so taken. If all or any part of the Premises will be acquired by the exercise of eminent domain so that the Premises will become unusable by Tenant for the permitted use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded will belong to Landlord; provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

**SECTION 14. REAL ESTATE BROKERS**

Tenant warrants and represents to Landlord that no commission, fee or other compensation is or will become due and payable to any real estate broker, salesman, consultant, finder or agent it has hired as a result of the creation of this Lease or any transaction described in this Lease. Landlord warrants and represents to Tenant that no commission, fee or other compensation is or will become due and payable to any real estate broker, salesman, consultant, finder or agent it has hired as a result of the creation of this Lease or any transaction described in this Lease.

**SECTION 15. MEMORANDUM OF LEASE**

This Lease will not be recorded, either independently or as an exhibit, schedule, annex, or addendum to any other document. However, a Memorandum of Lease, describing the Premises herein demised, stating the Term of this Lease, the names and addresses of Landlord and Tenant, and referring to this Lease, but containing no other terms or provisions hereof except as may be agreed upon by the parties hereto or as may be required by law, promptly may be executed, acknowledged and delivered for recording by both parties upon request of either party. The cost of such recording will be divided equally between the parties.

**SECTION 16. MORTGAGE OF INTERESTS: LANDLORD WAIVER**

16.1 **Mortgage by Tenant.** Tenant may, from time to time, and only with the Landlord's prior written consent not to be unreasonably withheld, hypothecate, mortgage, pledge or alienate Tenant's leasehold estate and rights hereunder as security for payment of any indebtedness of Tenant. The holder of any such lien, so long as the same will be a first and senior lien upon the leasehold estate of Tenant, is herein referred to as "mortgagee". The mortgagee or his assigns may enforce such lien and acquire title to the leasehold estate in any lawful way and, pending foreclosure of such lien, the mortgagee may, again only with the Landlord's prior written consent not to be unreasonably withheld, take possession of and operate the Premises, performing all obligations performable by Tenant, and upon foreclosure of such lien by power of sale, judicial foreclosure, or upon acquisition of the leasehold estate by deed in lieu of foreclosure, the mortgagee may, again only with the Landlord's prior written consent, not to be unreasonably withheld, sell and assign the leasehold estate hereby created. Any person or entity acquiring such leasehold estate will be liable to perform the obligations imposed on Tenant by the Lease necessary to cure any defaults, and, then, only during the period such person has ownership of said leasehold estate or possession of the Premises. When giving notice to Tenant with respect to any default hereunder, Landlord will also serve a copy of each such notice upon any mortgagee, which has been approved by Landlord as required herein, who will have given Landlord a written notice specifying its name and address. In the event Tenant will default in the performance of any of the terms, covenants, agreements, and conditions of this Lease on Tenant's part to be performed, and mortgagee, which has been approved by Landlord as required herein, will have the right, within the grace period available to Tenant for curing such default, to cure or make good such default or to cause the same to be cured or made good whether the same consists of the failure to pay rent or the failure to perform any other obligations and Landlord will accept such performance on the part of any mortgagee as though the same had been done or performed by the Tenant.

16.2 **Mortgage by Landlord.** Landlord will have the right to subordinate this Lease to any mortgage encumbering the Premises, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded subject to the terms hereof. Tenant and any subtenant will cooperate with Landlord and any lender that is acquiring a security interest in the Premises or Landlord's interest in the Lease. Tenant will execute such further documents and assurances as such lender may require, provided that Tenant's or any subtenant's

obligations under this Lease will not be increased in any material way (the performance of ministerial acts will not be deemed material), and Tenant or any subtenant will not be deprived of their respective rights under this Lease. Tenant's right to quiet possession of the Premises during the Term of this Lease will not be disturbed if Tenant pays the Rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. Landlord will request a Subordination Non-Disturbance Attornment Agreement, and will use commercially reasonable efforts to obtain such Subordination Non-Disturbance Attornment Agreement, from any current or future lenders that obtain a security interest in Landlord's interest in the Premises.

**16.3 Landlord Waiver.** Landlord hereby waives any and all liens, whether contractual or statutory, in favor of Landlord against Tenant's Personal Property and agrees to execute, within fifteen (15) days of written request therefor, such instruments as may be reasonably requested by any mortgagee of or other lender to Tenant acknowledging, among other things, such waiver, and agreeing to provide any such lender with notice of any defaults hereunder, an opportunity to cure such defaults, and a reasonable opportunity to access and remove such mortgages or other lender's collateral.

#### **SECTION 17. ESTOPPEL CERTIFICATES**

Each of Landlord and Tenant will, at any time and from time to time, upon not less than ten (10) days' prior written request by the other, execute, acknowledge and deliver to or as directed by the requesting party a certificate stating: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating that this Lease is in full force and effect as modified, and identifying all such modifications); (b) the dates through which Rent has been paid; (c) that, to the knowledge of the signer of such certificate, the requesting party is not in default in the performance of any covenant, agreement or condition contained in this Lease, or specifying each such default of which the signer may have knowledge; and (d) such other reasonable and pertinent information with respect to this Lease or the Premises as the requesting party may reasonably request. Any statement delivered pursuant to this Section 17 may be relied upon by the requesting party or any Lender of the requesting party for the veracity of the information set forth therein.

#### **SECTION 18. ACCESS; ENTRY AND INSPECTION**

**18.1 Access.** Tenant will have access to the Premises twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

**18.2 Entry and Inspection.** Tenant will permit Landlord or Landlord's agents to enter upon the Premises outside of regular business hours and upon reasonable written notice, for the purpose of inspecting the Premises and will permit Landlord at any time within one hundred eighty (180) days prior to the expiration of this Lease to place upon the Premises any usual "To Let" or "For Lease" signs and will permit inspection by persons desiring to lease the Premises.

#### **SECTION 19. QUIET ENJOYMENT**

Landlord hereby covenants to and with Tenant that if Tenant will not be in default hereunder beyond any and all applicable notice and cure periods, Tenant will have the peaceable possession and quiet enjoyment of the Premises without let or hindrance of any person or persons claiming title thereto or interest therein. Landlord warrants and represents to Tenant that it is the sole owner of the Premises, free and clear of all liens and encumbrances that would adversely affect Tenant's use and occupancy of the Premises, and that upon execution of this Lease, Tenant will have the sole right to the possession and use of the Premises in accordance with the terms hereof.



## SECTION 20.

### MISCELLANEOUS

- 20.1 **No Waiver.** No waiver of any condition or covenant of this Lease or of the breach of any such covenant or condition will be deemed to constitute a waiver of any subsequent breach of such covenant or condition or to justify the non-observance on any other occasion of the same or of any other covenant or condition hereof, nor will the acceptance of any Rent by Landlord at any time when Tenant is in default under any other covenant or condition hereof be construed as a waiver of such or any other or continuing default or of Landlord's rights in the event of such other default.
- 20.2 **Entire Agreement.** This Lease and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings of the parties hereto with respect to the Premises. No alteration, modification, amendment, change or addition to this Lease will be effective unless the same will be reduced to writing and signed by both parties hereto.
- 20.3 **Governing Law.** This Lease and the performance of all covenants, conditions and terms hereof will be governed by and interpreted in accordance with the laws of the State of Ohio, excluding any law regarding the conflict of laws that may result in the application of any laws other than the laws of the State of Ohio.
- 20.4 **Time is of Essence.** Time is of the essence in the performance of all terms and conditions of this Lease in which time is an element.
- 20.5 **Force Majeure.** Landlord and Tenant will have no responsibility or liability whatsoever for, and will be excused from, the observance or performance of any covenant or obligation of such party hereunder to the extent that any such observance or performance is rendered impossible, impracticable or economically infeasible, in whole or in part, by any act of God (including but not limited to lightning, storm, flood, tornado or earthquake), fire, explosion, shortages of labor, fuel or materials, acts of the public enemy, war (declared or undeclared), riot or insurrection, the discontinuation, suspension or interruption of or interference with any utility or service supplied to Tenant or the Premises or any portion thereof, any strike, lockout or other labor dispute, or any other cause or circumstance beyond the control of such party, so long as the party experiencing an event of force majeure described in this sentence delivers written notice of such event to the other party within forty-five (45) days of the occurrence of such event. In no event will any delay or hindrance in, or any prevention of, the observance or performance of any covenant or obligation of Landlord or Tenant under this Lease due to a properly noticed force majeure event constitute a default by such party, or entitle the other party to take any remedial or enforcement action, under this Lease.
- 20.6 **Terminology: Captions.** Where the context so requires or such interpretation is appropriate, any word used herein denoting gender will include all genders, natural or artificial, and the singular and plural will be interchangeable. The term "Section" will refer to all paragraphs under the caption in question, where appropriate. The captions of the various provisions of this Lease are for convenience only and in no way define, limit or describe the scope or intent of this Lease or the provisions that they precede or in any other manner affect this Lease.
- 20.7 **Successors and Assigns.** This Lease and the covenants and conditions herein contained will inure to the benefit of and be binding upon Landlord, Landlord's heirs, legal representatives, successors and assigns, and will be binding upon and inure to the benefit of Tenant, Tenant's successors and assigns.
- 20.8 **Severability.** In case any one or more of the provisions contained herein will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability will not affect any other provision of this Lease, but this Lease will be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

**20.9 Limitation of Damages.** IN NO EVENT WILL EITHER LANDLORD OR TENANT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM THIS LEASE OR THE PERFORMANCE OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER.

**20.10 Waiver of Trial by Jury.** LANDLORD AND TENANT WAIVE TRIAL BY JURY IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER LANDLORD OR TENANT AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

**20.11 Surrender of Premises.** Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in as good of condition and repair as when delivered by Landlord, reasonable use and wear thereof, casualty, condemnation, matters that are Landlord's responsibility hereunder, and damage by the elements excepted. All trade fixtures, equipment, and other personal property owned by Tenant may be removed from the Premises by Tenant no later than the expiration date of this Lease, provided that Tenant shall repair any and all damage caused by such removal.

**20.12 Holding Over.** If Tenant remains in possession of the Premises after the termination of this Lease and without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the applicable terms, conditions, and covenants of this Lease. If such holdover is without the written consent of Landlord, Landlord shall be entitled each month to 125% of the immediately prior monthly installment of applicable basis rent.

**20.13 Termination of Existing Lease.** Effective as of the Commencement Date of this Lease, the existing Lease between the Landlord and Tenant regarding the Premises dated August 23, 1999, as amended, is terminated and of no further force and effect.

**20.14 Counterparts.** This Lease may be executed in two or more counterparts, including counterparts by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

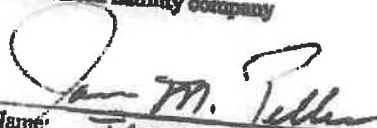
**20.15 Survival.** All provisions of this Lease that by their express terms survive termination of this Lease or which by the operation of their terms are intended to be performed, in whole or in part, after termination of this Lease, will survive any termination of this Lease.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed, on the day and year first above written.

**LANDLORD:**

**MAIN ST BTZ, LLC,**  
an Ohio limited liability company

By:   
Name: James M. ZELLER  
As: Member

**TENANT:**

**CITY DAY COMMUNITY SCHOOL,**  
an Ohio corporation for non-profit,  
authorized by Chapter 3314 of the Ohio Revised Code

By:  6/17/2020  
Name: Lia Cox  
As: Chairperson

**EXHIBIT "A"**  
**[Legal Description]**

Situate in the City of Dayton, County of Montgomery and State of Ohio, and being Lots Numbered 3189, 289, part of 288, and part of 290 of the consecutive numbers of lots on the revised plat of the said City of Dayton, Ohio, more particularly described as follows:

Beginning at a cross cut in concrete at the northwest corner of said Lot No. 3189; thence North 78 degrees 20 minutes 16 seconds East with the north line of Lot No. 3189, for a distance of 236.01 feet to the northeast corner of a 3-story building and the northeast corner of Lot No. 3189; thence South 10 degrees 45 minutes 44 seconds East, along with the west line of a 16 foot public alley, for a distance of 156.56 feet, to a cross cut in concrete; thence South 71 degrees 31 minutes 11 seconds West, a distance of 236.00 feet to a cross cut in concrete; thence North 10 degrees 46 minutes 44 seconds West, along the east right-of-way line of South Main Street, a distance of 157.31 feet to the place of beginning, containing 37,033 square feet or 0.850 acres.

PPN: R72-16-8-20, 21, 22, 23, 24, 25, 26, 27, 28, and 29

**RENT SCHEDULE**

**Year 1**

\$90,000.00 per annum; \$7,500.00 per month.

**Years 2-3**

\$93,600.00 per annum; \$7,800.00 per month.

Rent during the Renewal Term shall be as follows:

**Year 4**

\$96,000.00 per annum; \$8,000 per month.

**Year 5**

\$97,440.00 per annum; \$8,120 per month.

**Year 6**

\$99,000.00 per annum; \$8,250 per month.

**Year 7**

\$100,800.00 per annum; \$8,400 per month.

**Year 8**

\$102,360.00 per annum; \$8,530.00 per month.

**Year 9**

\$104,160.00 per annum; \$8,680 per month.

001347

ACCOUNT NO./VENDOR							
VOUCHER	INVOICE NO.	INVOICE DATE	DESCRIPTION	CITY/TOWN/STATE	AMOUNT PAID	DATE	DISCOUNT/NET
2281	0281/2816000001	2/01/20	1st	OH	445.96		
2282	0281/2816000002	2/01/20	1st	OH	5.79		.445.96
2283	0281/2816000003	2/01/20	1st	OH	18.12		.00 5.79
2284	0281/2816000004	2/01/20	1st	OH	739.61		.00 18.12
2285	0281/2816000005	2/01/20	1st	OH	2,722.00		.00 739.61
							.00 2,722.00
<b>PAID</b>							
FEB 14 2020							
MONTGOMERY COUNTY TREASURER							
CHECK TOTAL							2,942.41

*Total Reimbursement*  
*Ches*



Crusley 7/14/2020

**RUSS JOSEPH**  
MONTGOMERY COUNTY OHIO TREASURER  
461 W. THIRD STREET - 2ND FLOOR  
DAYTON, OH 45422-1475

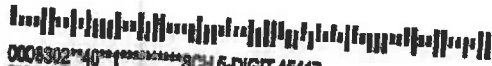
**REAL PROPERTY**  
1st HALF 2019  
DUE: 2/14/2020

PARCEL LOCATION: 318 320 S MAIN ST

PARCEL ID: R72 01608 0026

TAX DISTRICT: DAYTON CITY

OWNER NAME: MAIN ST BTZ LLC



0009302\*\*40 SCH 6-DIGIT 46417  
MAIN ST BTZ LLC  
PO BOX 0362  
DAYTON, OH 45413-0362

**LEGAL INFORMATION:**

289-280 PTH 8180  
VAC ALLEY  
16-8-27 THRU 29, EXEMPT

Gross Tax Rate 116.34 Non Business Credit Factor 0.009392 Acres 0  
Adjustment Factor 0.057380284 Owner Occupancy Credit Factor 0.024088 Class E  
Effective Tax Rate 109.667800 LUC 870

APPRAISED VALUE		
Land	Improvement	Total
81,770	517,050	598,820

TAXABLE VALUE		
Land	Improvement	Total
28,620	180,970	209,590

HOMESTEAD	CALIV Value	TIF Value
	0	0

SPECIAL ASSESSMENT		
Profit and Description	Delinquent	Current
11777 APC FEE	0.00	36.35
31911 DAY LIGHT DISTRICT B	0.00	155.93
41108 MCDMP MCDQUINPER PRES BUID	0.00	5.01
50000 CDDSD GINTN DAYTON SP MAP DIST	0.00	1,812.66
41000 M.C.D. MAMM CONSERVANCY DIST	0.00	549.26
41001 MCD DAN SAFETY INITIATIVE FUND	0.00	179.76
	0.00	2,741.87

**TAX VALUES**

**CURRENT TAX DISTRIBUTION**

Gross Taxes	0.00	MONTGOMERY COUNTY	0.00
Adjustment Factor	0.00	DAYTON CBD	0.00
Subtotal	0.00	DAYTON CITY	0.00
Non Business Credit	0.00	DAYTON METRO LIBRARY	0.00
Owner Occupancy Credit	0.00		
Homesite Reduction	0.00		
CALIV Recoupment	0.00		
Farm Rollback	0.00		
Current Net Real Estate Taxes	0.00		
Current Special Assessments	2,741.87		
Current Adjustments	0.00		
Current Net Taxes & Admin (YEAR)	2,741.87		
Current Net Taxes & Admin (HALF)	2,722.00		
		SPECIAL ASSESSMENT	2,741.87
		<b>Total</b>	<b>2,741.87</b>

Penalties	0.00
Interest	0.00
Adjustments	0.00
Past Due Real Estate Taxes	0.00
Past Due Special Assessments	0.00
<b>FULL YEAR TOTAL</b>	<b>2,741.87</b>
<b>PAYMENTS</b>	
<b>OTHER CREDITS</b>	
<b>HALF YEAR PAY</b>	<b>82,722.00</b>

**PLEASE NOTE**  
PAYMENTS MAY BE  
MADE IN PERSON,  
ONLINE, OR BY MAIL.

*F. [Signature]* 56400-3

**TO AVOID 10% PENALTY**  
PAY ON OR BEFORE  
2/14/2020

If you need a stamped receipt, return entire bill with a self-addressed stamped envelope. No receipt will be returned



**RUSS JOSEPH**  
**MONTGOMERY COUNTY OHIO TREASURER**  
 451 W. THIRD STREET · 2ND FLOOR  
 DAYTON, OH 45422-1475

**RECEIVED** *Curry 7/14/2020*  
**REAL PROPERTY**  
 1st HALF 2019  
 DUE: 2/14/2020

PARCEL LOCATION: 330 S MAIN ST

0008290\*\*40\*\*SCH 5-DIGIT 45417  
 MAIN ST BTZ LLC  
 PO BOX 13842  
 DAYTON, OH 45413-0342

PARCEL ID: R72 01008 0020  
 TAX DISTRICT: DAYTON CITY  
 OWNER NAME: MAIN ST BTZ LLC

**LEGAL INFORMATION:**  
 288 PTS  
 VAC ALLEY  
 16-8-21, EXEMPT

Gross Tax Rate 116.34  
 Adjustment Factor 0.057356284  
 Effective Tax Rate 109.867199

Non Business Credit Factor 0.098392  
 Owner Occupancy Credit Factor 0.024096

Acres 0  
 Class E  
 LUC 670

APPRAISED VALUE		
Land	Improvement	Total
31,810	3,770	35,610

TAXABLE VALUE		
Land	Improvement	Total
11,140	1,320	12,460

HOMESTEAD	CALV Value	TIF Value
0	0	0

SPECIAL ASSESSMENT		
Proj# and Description	Delinquent	Current
41011 DAY LIGHT DISTRICT B	0.00	16.08
41100 MCDAP MODAL/UPR PRSB SUBD	0.00	1.00
40000 DDBD BIRTH DAYTON SP IMP DIST	0.00	340.92
41000 M.C.D. MIND CONSERVANCY DIST	0.00	58.08
41001 MCD DMV SAFETY INITIATIVE FUND	0.00	19.22
<b>Total</b>	0.00	445.98

**TAX VALUES**

**CURRENT TAX DISTRIBUTION**

Gross Taxes	0.00	MONTGOMERY COUNTY	0.00
Adjustment Factor	0.00	DAYTON CBD	0.00
Subtotal	0.00	DAYTON CITY	0.00
Non Business Credit	0.00	DAYTON METRO LIBRARY	0.00
Owner Occupancy Credit	0.00		
Homesite Reduction	0.00		
CALV Recoupment	0.00		
Farm Rollback	0.00		
Current Net Real Estate Taxes	0.00		
Current Special Assessments	445.98		
Current Adjustments	0.00		
Current Net Taxes & Assm (YEAR)	445.98		
Current Net Taxes & Assm (HALF)	445.98		
<b>Total</b>		<b>SPECIAL ASSESSMENT</b>	

Penalties	0.00
Interest	0.00
Adjustments	0.00
Past Due Real Estate Taxes	0.00
Past Due Special Assessments	0.00
<b>FULL YEAR TOTAL</b>	445.98
<b>PAYMENTS</b>	
<b>OTHER CREDITS</b>	
<b>HALF YEAR DUE</b>	445.98

**PLEASE NOTE**  
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**MADE IN PERSON,**  
**ONLINE, OR BY MAIL.**

**POSTED**  
 56400-3

**TO AVOID 10% PENALTY**  
**PAY ON OR BEFORE**  
**2/14/2020**

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**RUSS JOSEPH**  
**MONTGOMERY COUNTY OHIO TREASURER**  
 451 W. THIRD STREET • 2ND FLOOR  
 DAYTON, OH 45422-1475

*Call 7/14/2020*  
**REAL PROPERTY**  
**1st HALF 2019**  
**DUE: 2/14/2020**

**PARCEL LOCATION: 8 MAIN ST**

**PARCEL ID: R72 01008 0023**

**TAX DISTRICT: DAYTON CITY**

**OWNER NAME: MAIN ST BTZ LLC**

0006300740 SCH 5-DIGIT 45417  
 MAIN ST BTZ LLC  
 PO BOX 13842  
 DAYTON, OH 45413-0542

**LEGAL INFORMATION:**

280 PT  
 EXEMPT  
 VAC ALLEY

Gross Tax Rate 116.34 Non Business Credit Factor 0.098392 Acres 0  
 Adjustment Factor 0.067860284 Owner Occupancy Credit Factor 0.024098 Class E  
 Effective Tax Rate 199.657368 LUC 670

APPRAISED VALUE		
Land	Improvement	Total
790	0	790

TAXABLE VALUE		
Land	Improvement	Total
280	0	280

HOMESTEAD	CAUV Value	TIF Value
	0	0

SPECIAL ASSESSMENT		
Proj# and Description	Delinquent	Current
51011 DAY LIGHT DISTRICT A	0.00	0.37
41100 MCDMIP MCDMQUIPER PRES SUBD	0.00	1.00
00000 DDSD DINTN DAYTON BP BP DIST	0.00	6.31
41000 M.C.D. MAHI CONSERVANCY DIST	0.00	2.00
41001 MCD DM SAFETY INITIATIVE FUND	0.00	0.44
<b>Total</b>	<b>0.00</b>	<b>10.12</b>

TAX VALUES	
Gross Taxes	0.00
Adjustment Factor	0.00
Subtotal	0.00
Non Business Credit	0.00
Owner Occupancy Credit	0.00
Homestead Reduction	0.00
CAUV Recoupment	0.00
Form Rollback	0.00
Current Net Real Estate Taxes	0.00
Current Special Assessments	10.12
Current Adjustments	0.00
Current Net Taxes & Aerns(YEAR)	10.12
Current Net Taxes & Aerns(HALF)	10.12

CURRENT TAX DISTRIBUTION	
MONTGOMERY COUNTY	0.00
DAYTON CSD	0.00
DAYTON CITY	0.00
DAYTON METRO LIBRARY	0.00
<b>Total</b>	<b>10.12</b>

Penalties	0.00
Interest	0.00
Adjustments	0.00
Past Due Real Estate Taxes	0.00
Past Due Special Assessments	0.00
<b>FULL YEAR TOTAL</b>	<b>10.12</b>
<b>PAYMENTS</b>	
<b>OTHER CREDITS</b>	
<b>HALF YEAR DUE</b>	<b>\$10.12</b>

**PLEASE NOTE**  
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**ONLINE, OR BY MAIL.**

*FC 56400-3*

**TO AVOID 10% PENALTY**  
**PAY ON OR BEFORE**  
**2/14/2020**

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**RUSS JOSEPH**  
**MONTGOMERY COUNTY OHIO TREASURER**  
 451 W. THIRD STREET • 2ND FLOOR  
 DAYTON, OH 45422-1475

*7/14/2020*  
**REAL PROPERTY**  
**1st HALF 2019**  
**DUE: 2/14/2020**

**PARCEL LOCATION: S MAIN ST**

**PARCEL ID: R72 01608 0024**

**TAX DISTRICT: DAYTON CITY**

**OWNER NAME: MAIN ST STZ LLC**

0008301\*\*40\*\*SCH 5-DIGIT 45417  
 MAIN ST STZ LLC  
 PO BOX 13842  
 DAYTON, OH 45413-8542

**LEGAL INFORMATION:**

289 PTS  
 VAC ALLEY  
 16-8-25, EXEMPT

Gross Tax Rate 116.94 Non Business Credit Factor 0.068382 Acres 0  
 Adjustment Factor 0.057350294 Owner Occupancy Credit Factor 0.024085 Class E  
 Effective Tax Rate 109.867803 LUC 670

APPRAISED VALUE		
Land	Improvement	Total
64,740	8,500	63,240

TAXABLE VALUE		
Land	Improvement	Total
18,180	2,980	22,140

HOMESTEAD	CALV Value	TIF Value
	0	0

SPECIAL ASSESSMENT		
Prop and Description	Delinquent	Current
01811 DAY LIGHT DISTRICT S	0.00	29.82
41100 MCDAMP MCDGCLIFPER PRES SUBD	0.00	1.00
50000 DDBD DINTN DAYTON SP IMP DIST	0.00	590.03
41000 M.O.D. MAIN CONSERVANCY DIST	0.00	104.70
41001 MCD DAM SAFETY INITIATIVE FUND	0.00	34.28
<b>Total</b>	<b>0.00</b>	<b>759.81</b>

TAX VALUES	CURRENT TAX DISTRIBUTION	
Gross Taxes	0.00	MONTGOMERY COUNTY
Adjustment Factor	0.00	DAYTON CSD
Subtotal	0.00	DAYTON CITY
Non Business Credit	0.00	DAYTON METRO LIBRARY
Owner Occupancy Credit	0.00	
Homestead Reduction	0.00	
CALV Recoupment	0.00	
Farm Rollback	0.00	
Current Net Real Estate Taxes	0.00	
Current Special Assessments	759.81	
Current Adjustments	0.00	
Current Net Taxes & Amts (YEAR)	759.81	
Current Net Taxes & Amts (HALF)	759.81	
		<b>SPECIAL ASSESSMENT</b>
		<b>Total</b>
		<b>759.81</b>

Penalties	0.00
Interest	0.00
Adjustments	0.00
Past Due Real Estate Taxes	0.00
Past Due Special Assessments	0.00
<b>FULL YEAR TOTAL</b>	<b>759.81</b>
<b>PAYMENTS</b>	
<b>OTHER CREDITS</b>	
<b>HALF YEAR TIF</b>	<b>379.91</b>

**PLEASE NOTE**  
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**2/14/2020**

*56400-3*  
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# City Day Community School

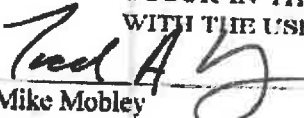
320 South Main St. Dayton, Ohio 45402 (937) 223-8130 Fax: (937) 223-8136

## Parking Lot Agreement

It is agreed that Mike Mobley will maintain the parking lot for City Day Community School located at 320 South Main St. Dayton, Ohio 45402 in lieu of a fee for use of the designated area of the parking field as permitted by City Day Community School ("Parking Lot").

Mike Mobley agrees to:

- A term of July 1, 2020 to June 30, 2021, automatically renewable unless City Day Community School provides written notice of their intent not to renew, at which point the agreement will terminate at the end of the applicable term.
- Repair and maintain the Parking Lot.
- Ensure that trash and debris is removed from Parking Lot.
- Ensure that snow and ice is removed from Parking Lot at all applicable times.
- Ensure that use of the Parking Lot does not in any way interfere with City Day Community School use of the Parking Lot.
- Use of the Parking Lot at the sole risk of Mike Mobley, it being expressly agreed and understood that City Day Community School has no duty to insure any vehicles (including the contents thereof), and that City Day Community School is not responsible for the protection and security of such vehicles. CITY DAY COMMUNITY SCHOOL SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY PROPERTY DAMAGE AND/OR PERSONAL INJURY WHICH MIGHT OCCUR IN THE PARKING LOT OR AS A RESULT OF OR IN CONNECTION WITH THE USE OF THE PARKING LOT.

  
Mike Mobley

Date: 7/16/2020

  
City Day Community School

Date: 7/16/2020

**ATTACHMENT 6**

- A. Organization Chart**
- B. Chief Administrative Officer Contract**
- C. Management by Third Party Contract (if applicable)**

**BY-LAWS  
Of  
CITY DAY COMMUNITY SCHOOL**

**I. BOARD OF GOVERNORS (here-in-after "BOARD" or "BOARD MEMBERS")**

**A. Powers**

The Board shall conduct the direct affairs of City Day Community School (School) and exercise its powers, subject to the limitations of these Bylaws. The Board may delegate the management of the activities of the School to others, so long as the affairs of the School are managed, and its powers are exercised, under the Board's ultimate jurisdiction.

Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

- To elect and remove Board Members.
- To select and remove officers, agents and employees of the Board and/or the School; to prescribe powers and duties for them; and to fix their compensation.
- To conduct, manage and control the affairs and activities of the School, and to make rules and regulations.
- To enter into contracts, leases and other agreements which are, in the Board's judgment, necessary or desirable in obtaining the purposes of promoting the interests of the School.
- To provide oversight of the acquisition of real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold improve, lease, sublease, mortgage, transfer in ~ encumber, conveyor otherwise dispose of such property.
- To incur debt.

**B. Number of Board Members**

The number of Board Members serving the Board shall be not less than 3 (representing a quorum) and not more than 5. The Board shall fix the exact number of Board Members, within these limits, by Board resolution or amendment of the Bylaws. As of the date on which these Bylaws are adopted, the exact number of Trustees is fixed at 5.

**C. Election of Board Members**

1. Election. The Board shall elect Board Members by the vote of a majority of Board Members currently in office, whether or not the number of Board Members in office is sufficient to constitute a quorum.
2. Eligibility. The Board may elect any person who in its discretion it believes will serve the interests of the Board and School fruitfully and effectively.

### 3. Term of Office.

- a. The term of office of all members of the initial Board of Trustees shall be one year.
- b. At the end of the first year, the Board, at its discretion, shall provide for staggered terms of its Board Members, by designating approximately one-third of the membership to one-, two- or three-year terms. Following the expiration of those designated terms, the term of each Board Member shall continue for three years
- c. No Board Member may serve for more than ten (10) consecutive years.
- d. The term of office of Board Member's elected to fill a vacancy in these Bylaws begins on the date of the Board Member's election, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of Board Member, or (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Board Members authorized.
- e. A Board Member's of office shall not be shortened by any reduction in the number of Board Members resulting from amendment of the Bylaws or other Board action.
- f. A Board Member's term of office shall not be extended beyond that for which the Board Member was elected by amendment of the Bylaws or other Board action.

### 4. Time of Elections.

- a. The Board shall elect Trustees whose terms begin on July 1 of a given year at the Annual Meeting for that year (if one is held), or at a Regular Meeting designated for that purpose, or a Special Meeting called for that purpose.

### **D. Removal of Board Members**

The Board may remove a Board Member without cause as provided by the Bylaws. The Board may remove any Trustee who:

- Has failed to attend two or more of the Board's Regular Meetings in any calendar year;
- Has been declared of unsound mind by a final order of court;
- Has been convicted of a felony;
- Has been found by a final order or judgment of any court to have breached any duty imposed by the Bylaws; or
- For such other good causes as the Board may determine.

### **E. Resignation by a Board Member**

A Board Member may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. A Board Member may not resign if the Board Member's resignation would leave the Board without a duly elected Board Member in charge of its affairs, without first giving notice to City Day Community Schools sponsor organization-ERCO.

#### **F. Vacancies**

A vacancy is deemed to occur on the effective date of the resignation of a Board Member; upon the removal of a Board Member; upon declaration of vacancy pursuant to these Bylaws; or upon a Board Member's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of members.

#### **G. Compensation of Board Member's**

Board Members shall serve with the knowledge that each member will be compensated, via stipend on a quarterly basis, for attendance and participation of meetings (Regular, Special or Training sessions). The amount of stipend compensation shall be established by majority vote of the Board, and will remain in effect for the School year. Changes in the amount of stipend compensation for all members can only be adjusted by majority vote by the Board.

### **II. MEETING OF THE BOARD**

#### **A. Place of Meetings**

Board Meetings shall be held at the City Day Community School's Superintendent's or Principal's office or at any other reasonably convenient location as the Board shall designate.

#### **B. Annual Meetings**

At the discretion of the Board, an Annual Meeting shall be held the month preceding the start of the new school year, for the purpose of electing Board Members, making and receiving reports on School finances, and/or transacting other business as comes before the meeting. Majority vote of the Board, as established in these Bylaws, will determine if an Annual meeting is required.

#### **C. Regular Meetings**

Regular Meetings will be normally held the 2<sup>nd</sup> Wednesday of each month, or other times as the Board determines.

#### **D. Special Meetings**

A Special Meeting shall be held at any time called by the Chair or by any of the five Trustees.

#### **E. Adjournment**



**A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Board Members if the time and place be fixed at the adjourned meeting, except if the meeting is adjourned for longer than 24 hours, in which case notice of the adjournment shall be given as specified in these Bylaws.**

#### **F. Notices**

**Notices of Board Meetings shall be given as follows:**

- **Annual Meetings and Regular Meetings may be held without notice if the Bylaws or the Board fix the time and place of such meetings.**
- **Special Meetings shall be held upon four days' notice by first-class mail or 24 hours notice delivered personally or by telephone, facsimile or e-mail. Notices will be deemed given when: deposited in the United State mail, addressed to the recipient at the address shown for the recipient in the School's records; personally delivered in writing to the recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Board Member or to a person whom it is reasonably believed will communicate it promptly to the Board Member.**

#### **G. Waiver of Notice**

**Notice of a meeting need not be given to a Board Member who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement, of the lack of notice. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting.**

### **III. ACTION BY THE BOARD**

#### **A. Quorum**

**A quorum consists of a majority (3) by the Board Members.**

#### **B. Action by the Board**

***Actions Taken at Board Meetings.* The actions done and decisions made by a majority of the Board Members present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for the purposes of: electing Board Members; appointing committees and delegating authority thereto; or amending these Bylaws, where the action of a majority of Board Members then in office is required as set out in these Bylaws.**