

**AMENDED AND RESTATED SUCCESSOR
COMMUNITY SCHOOL SPONSORSHIP
CONTRACT
FOR
The TRECA Digital Academy**

Pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, this Amended and Restated Successor Community School Sponsorship Contract for the TRECA Digital Academy (hereinafter the "Successor Contract") is entered into on the 26 day of April, 2017 by and between the Board of Education of the Tri-Rivers Joint Vocational School District (hereinafter the "SPONSOR") and the Board of Directors of the TRECA Digital Academy (hereinafter the "SCHOOL").

WHEREAS, prior to April 8, 2003, the SCHOOL was established as a non-profit corporation pursuant to Chapter 1702 of the Ohio Revised Code; and

WHEREAS, the SCHOOL was open for instruction as of May 1, 2005, as an "internet-or-computer-based community school" (as defined in Chapter 3314 of the Ohio Revised Code) and the SCHOOL therefore may continue to so operate; and

WHEREAS, the parties have previously executed and operated pursuant to a community school sponsorship contract that extended the term of the SCHOOL, entitled Successor Community School Sponsorship Contract for the TRECA Digital Academy and dated January 26, 2016, (hereinafter, together with any successor and/or amendments to the same in effect prior to the execution of this Successor Contract, "Initial Successor Sponsorship Contract"); and

WHEREAS, the parties desire to amend and restate the sponsorship relationship described in the Initial Successor Sponsorship Contract; to reflect changes in the law, to promote best practices, and to further the School's educational mission;

NOW, THEREFORE, in consideration of the mutual benefits provided hereunder and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and with the intent that this Successor Contract constitutes a renewal of, and supersede in its entirety (except as otherwise provided herein) the Initial Successor Sponsorship Contract, the parties hereby agree as follows:

Article I. Purposes

- A. This Successor Contract is entered into pursuant to Chapter 3314 of the Ohio Revised Code, and specifically Section 3314.03(E) of the Ohio Revised Code, for the purpose of renewing, on the terms and conditions contained herein, the SPONSOR's sponsorship of the SCHOOL as an at-risk start-up community school operating within the Marion City School District and enrolling students from throughout the State of Ohio. Pursuant to Ohio Revised Code Section 3314.01, the SCHOOL may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the SCHOOL, and enter into additional contracts with the SPONSOR. The governing authority of the SCHOOL may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Chapter 3314 of the Ohio Revised Code, other statutes applicable to community schools, and this Successor Contract.
- B. The SCHOOL's governing authority is not presently planning to seek designation for the school as a STEM school equivalent under Section 3326.032 of the Ohio Revised Code. However, nothing shall preclude the SCHOOL's governing authority from doing so in the future as permitted by law.
- C. Except as otherwise provided herein, this Successor Contract supersedes in its entirety the Initial Successor Contract and the parties waive any rights pursuant to the Initial Sponsorship Contract with respect to future performance.

Article II. Board of Directors

- A. The governing authority of the SCHOOL is the TRECA Digital Academy Board of Directors ("Board of Directors"), which hereby assumes all of the obligations of the SCHOOL hereunder. Subsequent to the execution of this Successor Contract, the procedure set forth in the Code of Regulations attached as Exhibit 1, shall be the process by which the Board of Directors is selected. Any request for changes to the Code of Regulations or any other governing documents must be pre-approved by the Sponsor. Such approval will not be denied without cause and the approval or disapproval will be provided to the Board of Directors in writing within thirty (30) calendar days of the request.
- B. The current Board of Directors is attached as Exhibit 2. Each Member of the Board of Directors must be pre-approved by the SPONSOR. Such approval will not be denied without cause and the approval or disapproval will be provided to the Board of Directors within thirty (30) calendar days of the request. The SPONSOR shall not deem the SCHOOL non-compliant for failure of the Board of Directors to consist of the minimum number of members of the Board of Directors during the period of time which the SPONSOR is considering the approval or disapproval of a new member.

Article III. Term

- A. This Successor Contract shall be effective upon execution by both parties and shall remain in effect through June 30, 2018 (i.e. the last day of the 2017-2018 school year).
- B. Notwithstanding this Article and Article VI the foregoing, in the event the SCHOOL, the SPONSOR or both determines that it is in its best interests to terminate or non-renew this Successor Contract, either party may terminate or non-renew this Successor Contract at the completion of any given school year (being June 30th) with 180 calendar days advanced written notice or through mutual signed consent of both the SCHOOL and the SPONSOR.

Article IV. Responsibilities of the SCHOOL

- A. The SCHOOL has been established as and shall remain a non-profit corporation pursuant to Chapter 1702 of the Ohio Revised Code.
- B. The SCHOOL's central base of operation is located in the facilities located at 100 Executive Dr., Marion, Ohio 43302. SPONSOR maintains a representative within fifty miles of such base of operation to provide monitoring and assistance. Because the SCHOOL operates in part or in whole on a distance learning model, students receive instruction through electronic and non-electronic means in their homes and at such other locations as permitted by law and determined by the SCHOOL.
- C. The location and address of all instructors and all students served by the SCHOOL will be available to SPONSOR and the Ohio Department of Education at all times.
- D. The Board of Directors maintains liability insurance or otherwise provides for the potential liability of the SCHOOL.
- E. "Learning Opportunities"
 - 1. The SCHOOL provides learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year.
 - 2. Learning opportunities are defined as including all of the following: orientation activities that introduce enrolled students to the technology of internet-based instruction, the SCHOOL's internet-based instruction, other curriculum adopted by the SCHOOL, student-teacher interactions, activities designed to address personal, emotional, family, and social issues that may otherwise impede learning; independently-completed school assignments; and other curriculum and educational activities as authorized by the SCHOOL to meet the needs of its students. Learning opportunities also include activities engaged in by students in conformance with the SCHOOL's Credit Flexibility plan.

3. The learning opportunities provided to any given student may be customized from among those offered by the SCHOOL in order to serve the individual student's needs.
 4. Except as otherwise permitted by law, learning opportunities shall be provided by or supervised by a licensed teacher, goal oriented, and certified by a licensed teacher as meeting the criteria established for completing the learning opportunity.
 5. The SCHOOL shall not operate using a blended learning model.
- F. The SCHOOL shall be nonsectarian in its programs, admission policies, and employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- G. As required by Chapter 3314 of the Ohio Revised Code, the SCHOOL shall comply with the following portions of the Ohio Revised Code as if it were a school district: Sections 9.90, 9.91 [insurance, annuities]; 109.65 [missing children, fingerprinting]; 121.22 [open meetings]; 149.43 [public records]; 2151.357 [sealed records, including those of adjudicated delinquents]; 2151.421 [child abuse reporting]; 2313.19 [employees summoned for jury duty]; 3301.0710, 3301.0711, 3301.0712, 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]; 3313.472 [parental/foster caregiver involvement policy]; 3313.50 [student hearing and vision records]; 3313.536 [school safety plan]; 3313.539 [concussion and head injuries]; 3313.5310 [information and training regarding sudden cardiac arrest]; 3313.608 [third grade reading guarantee, intervention and remediation]; 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]; 3313.609 [grade promotion and retention policy, effect of truancy]; 3313.6411 [School report card provided to parent upon enrollment of student]; 3313.643 [eye protective devices]; 3313.648 [prohibition of payment of incentive to enroll]; 3313.66, 3313.661, 3313.662 [suspension, expulsion, removal, exclusion]; 3313.666, 3313.667 [policy/initiatives prohibiting harassment, intimidation, bullying]; 3313.668 [removal from school based on absences]; 3313.67, 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]; 3313.7112 [diabetes] 3313.716 [asthma inhalers]; 3313.718 [epinephrine autoinjection]; 3313.719 [policy protecting students with peanut or other food allergies]; 3313.721 [health care for students]; 3313.80 [display of flag]; 3313.814, 3313.816, 3313.817 [requirements concerning sale of food and beverages]; 3313.86 [review of policies and procedures to ensure safety]; 3313.89 [online education and career planning tool]; 3313.96 [missing children]; 3319.073 [child abuse prevention training]; 3319.321 [confidentiality of student information]; 3319.39, 3319.391 [criminal records checks]; 3319.41 [corporal punishment]; 3319.46 [behavior supports, restraint, and seclusion]

3321.01 [admittance to kindergarten, first grade]; 3321.041 [requirements related to out-of-state enrichment or extracurricular activities]; 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191 [habitual absence, truancy]; 3327.10 [qualifications of drivers]; 4111.17 [wage discrimination]; 4113.52 [whistleblower protection]; and 5705.391 [spending plan]; and Chapters 117 [fiscal audits]; 1347 [privacy]; 2744 [tort liability]; 3365 [post-secondary enrollment]; 3742 [lead abatement]; 4112 [civil rights]; 4123 [workers' compensation]; 4141 [unemployment compensation]; and 4167 [occupational safety]. The SCHOOL also shall comply with Section 3301.0714 [EMIS] of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code.¹

- H. As required by Section 3314.03(A)(24) of the Ohio Revised Code, the SCHOOL shall comply with Sections 3302.04 and 3302.041 of the Ohio Revised Code [regarding corrective actions required by ODE's model of differentiated accountability for school districts or buildings identified for improvement] except that any action required to be taken by a school district pursuant to those sections shall be taken by the SPONSOR (except that the SPONSOR shall not be required to take any action described in division (F) of Section 3302.04 of the Ohio Revised Code). ¹
- I. To the extent applicable, the SCHOOL shall comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Improvement Act (IDEIA) and Ohio Administrative Code Chapter 3301-51, except that nothing contained herein is, or shall be construed to be, a waiver, of any exceptions, exclusions or other rights that the SCHOOL may have or may avail itself of under the foregoing or any other applicable state or federal law. To the extent permitted by law, the SCHOOL shall not be required to fundamentally alter its program to incur an undue financial or other hardship in the operation of its program.
- J. The SCHOOL shall comply with Chapter 102 of the Ohio Revised Code and Section 2921.42 of the Ohio Revised Code, except as otherwise permitted by law. No member of the SCHOOL's Board of Directors shall have an interest in a contract into which the SCHOOL's Board of Directors enters that is with a for-profit firm for the operation or management of the SCHOOL.
- K. Upon request of the SPONSOR, the SCHOOL shall provide proof of liability insurance or coverage, Bureau of Criminal Identification and Investigation (BCII) records checks of all staff, and valid teaching certification/licensure of staff. Proof of teacher certification shall be satisfied by the SCHOOL's providing to the SPONSOR any temporary, interim or permanent teaching certificates/licenses issued by the Ohio Department of Education.
- L. The SCHOOL shall allow the SPONSOR to monitor the SCHOOL's operations periodically at the request of the SPONSOR; provided, however, that the frequency and scope of such monitoring does not unreasonably interfere with or interrupt the operations of the SCHOOL.

¹ Descriptors of statutory provisions contained in brackets herein are provided as shorthand references only and are not intended as comprehensive descriptions of the topics encompassed by the cited portions of the Ohio Revised Code, each of which the school shall comply with in its entirety or as otherwise required by law.

M. Educational Program

1. Except as otherwise agreed by the parties, the SCHOOL shall operate in substantial compliance with Exhibit 3. (“Educational Plan”), attached hereto and incorporated by reference herein, including provisions concerning the SCHOOL’s mission, the characteristics of the students the SCHOOL is expected to attract, the ages and grades of students, and the focus of the curriculum.
2. The SCHOOL shall comply with Sections 3313.61 [right to diploma], 3313.611 [adult education diploma], and 3313.614 [alternative conditions for award of diploma] of the Ohio Revised Code as applicable, except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in Section 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the Board of Directors of the SCHOOL rather than the curriculum specified in Title XXXIII of the Ohio Revised Code or any rules of the state board of education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio requirements prescribed in division (C) of Section 3313.603 of the Ohio Revised Code, unless the person qualifies under division (D) or (F) of that section. The SCHOOL shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the state board of education under division (J) of Section 3313.603 [credit flexibility] of the Ohio Revised Code.
3. The Board of Directors of the SCHOOL has adopted and shall maintain a policy, in accordance with Section 3314.03(A)(19)(c) of the Ohio Revised Code, permitting the enrollment of at-risk students who reside in any district in the State of Ohio and additionally shall implement, as applicable, admission procedures that comply with Sections 3314.06 and 3314.061 of the Ohio Revised Code, each of which is incorporated by reference herein. “At-risk” refers to students who are at risk of dropping out of, or of failing to learn effectively in, their current educational settings (or such other educational settings as are available to them in their respective public school districts), and who have a desire for, and whose education can be improved by, a program of online instruction in an independent environment that does not include most ancillary components of a more traditional education. The categories of students who fall within the SCHOOL’s definition of “at risk” are set forth in the Educational Plan.

The SCHOOL may admit on a tuition basis any individual age five (5) to twenty-two (22) who is not a resident of Ohio, as permitted by Section 3314.06(A) of the Ohio Revised Code.

4. The SCHOOL shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. Additionally, the SCHOOL shall provide such device or software at no cost to any student who works primarily from the student's residence on a computer obtained from a source other than the school.
5. Pursuant to Section 3314.21 of the Ohio Revised Code, teachers shall conduct visits with their students in person, as provided in the Educational Plan.
6. The SPONSOR and the SCHOOL will comply with any and all requirements of law related to school closure criteria.

N. Financial Plan

1. Except as otherwise provided herein or as separately agreed by the parties, the SCHOOL shall operate in compliance with Exhibit 4 ("Financial Plan"), attached hereto and incorporated by reference herein, which establishes an estimated school budget for each year of the term of this Successor Contract and specifies a total estimated per pupil expenditure amount for each such year.
2. The SCHOOL's base formula amount shall for each year be the maximum formula amount as defined under Section 3317.02 of the Ohio Revised Code (or any similar section of the Code), with no percentage reduction in any funding the SCHOOL is eligible to receive.
3. The SCHOOL shall comply with the policies and procedures regarding internal financial controls of the SCHOOL and shall comply with the requirements and procedures for financial audits by the Auditor of the State, as set forth in the Financial Plan. The Financial Plan shall also include copies of all policies and procedures regarding internal financial controls adopted by the SCHOOL.
4. The SCHOOL shall be audited by the Auditor of State. Financial records of the SCHOOL shall be maintained in the same manner as are financial records of school districts and pursuant to rules of the Auditor of State. Audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.
5. Upon the written request of the SPONSOR, the SCHOOL shall report in writing all of the following data: total assets, current assets, total liabilities, current liabilities, total number of people on payroll, gross revenue, occupancy cost, payroll/instruction cost, state revenue, management fee cost, grant revenue, and total number of students.

6. The SCHOOL shall adopt an annual budget as required by Section 3314.032 of the Ohio Revised Code. Prior to said adoption, the SCHOOL shall submit the annual budget for approval by the SPONSOR.
7. The SCHOOL agrees to provide its five year forecast to the SPONSOR for approval.
8. The SCHOOL recognizes that the following represent significant and material transactions that shall be pre-approved by the SPONSOR:
 - a. the purchase, sale, lease, or other disposition of any real property; and
 - b. any management, purchase, service, or other agreement in excess of two hundred thousand dollars (\$200,000.00).

O. Management and Administration

1. The SCHOOL may enter into an agreement with a management company to assist with its obligations under this Successor Contractor for any other reason that does not conflict with the terms of this Successor Contract. Any such management agreement shall be attached as Exhibit 5 (“Management Agreement”). Any changes to the Management Agreement or the provider of management or operation of the school shall require prior written approval of the SPONSOR. The Management Agreement shall, at all times, remain in compliance with this Successor Contract. The SCHOOL understands that the SPONSOR may discipline the SCHOOL for any items not in compliance with this Successor Contract that may have been caused by the SCHOOL’s management company. If the SPONSOR deems, at its discretion, that due to mismanagement, poor governance, or performance, operator or management company is advisable or necessary, the SPONSOR may request, in lieu of discipline, that the Board of Directors interview, select, and enter into a management agreement for such services. A change in-Management Company, operator, or services provider in excess of two hundred thousand dollars (\$200,000.00) during the term of this Successor Contract shall be pre-approved by the SPONSOR as a modification to this Successor Contract.
2. Except as otherwise agreed by the parties, management and administration of the SCHOOL shall be substantially as set forth in the Exhibit 6 (“Management and Administration Plan”), attached hereto and incorporated by reference herein.
3. The SCHOOL shall comply with the procedures for resolving disputes or difference of opinion between it and the SPONSOR as set forth in the Management and Administration Plan, attached hereto as Exhibit 6. [The new plan will need to address procedures for resolving disputes]

4. The SCHOOL shall annually report to the SPONSOR the names, addresses, and phone numbers of the SCHOOL's directors and officers and the meeting schedule of the SCHOOL's Board of Directors.
5. Classroom teachers shall be certified/licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code, except that non-certified/non-licensed persons may teach up to twelve hours per week pursuant to Section 3319.301 of the Ohio Revised Code. The requirement of certification or licensure may be fulfilled by either a teaching certificate/license or temporary or interim teaching certificate/license as issued by the Ohio Department of Education.
6. All money an operator loans to the SCHOOL, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
7. If the SCHOOL's Board of Directors contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator with which the SCHOOL has contracted.

P. Assessment and Accountability Plan

1. The SCHOOL shall assess student achievement, and the SCHOOL's success shall be evaluated, in relation to academic goals established in, and using the methods of measurement identified in, Exhibit 7 ("Assessment and Accountability Plan"), attached hereto and incorporated by reference herein.
2. The SCHOOL's Board of Directors shall submit a report of its activities and progress in meeting student academic goals and performance standards, as contained in the Assessment and Accountability Plan, and of the SCHOOL's financial status, to the SPONSOR and the parents of all students enrolled in the school within four months after the end of each school year.

Q. The SCHOOL may perform any of its obligations hereunder directly or through subcontractors.

R. For and in consideration of three percent (3%) of the total amount of payments for operating expenses received by the SCHOOL from the State of Ohio, the SPONSOR shall provide monitoring, oversight, and technical assistance required by law and specified in this Successor Contract. In the event of any third party dispute stemming from this agreement, the SCHOOL shall indemnify the SPONSOR and be responsible for associated legal expenses.

S. The SCHOOL shall operate in conformance with all applicable laws, rules, and regulations, including applicable rules promulgated by the Ohio Department of Education.

- T. If the SCHOOL is the recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the “American Recovery and Reinvestment Act of 2009,” Pub. L. No. 111-5, 123 Stat. 115, the SCHOOL will pay teachers based upon performance in accordance with Section 3317.141 and will comply with Section 3319.111 of the Revised Code as if it were a school district.
- U. The facilities to be used for instructional purposes, including (1) a detailed description of each facility used for instructional purposes, (2) the annual costs associated with leasing each facility that are paid by or on behalf of the SCHOOL, (3) the annual mortgage principal and interest payments that are paid by the SCHOOL, and (4) the name of the lender or landlord, identified as such, and the lender’s or landlord’s relationship to the operator, if any, are identified in Exhibit 8 (“Facilities”) attached hereto and incorporated by referenced herein.
- V. If the SCHOOL operates a preschool program that is licensed by the department of education under sections 3301.52 to 3301.59 of the Revised Code, the SCHOOL shall comply with sections 3301.50 to 3301.59 of the Revised Code and the minimum standards for preschool programs prescribed in rules adopted by the state board under section 3301.53 of the Revised Code.
- W. The SCHOOL will comply with sections 3313.6021 and 3313.6023 of the Revised Code as if it were a school district unless it is either of the following: (i) An internet- or computer-based community school; or (ii) A community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of section 3314.35 of the Revised Code.

Article V. Responsibilities of the SPONSOR

- A. Assessment and Accountability. As required by Section 3314.03(D) of the Ohio Revised Code, the SPONSOR shall do all of the following:
 - 1. The SPONSOR shall monitor the SCHOOL’s compliance with all laws applicable to the SCHOOL and with the terms of this Successor Contract.
 - 2. The SPONSOR shall monitor and evaluate the academic and fiscal performance and the organization and operation of the SCHOOL on at least an annual basis. The evaluation of the SCHOOL’s academic and fiscal performance shall be based on the performance requirements specified in the Successor Contract, the state report cards issued for the SCHOOL under section 3302.03 or 3314.017 of the Revised Code, and any other analysis conducted by the Department of Education.

3. The SPONSOR shall report on an annual basis the results of the evaluation conducted under the paragraph of this Successor Contract immediately above to the Department of Education and to the parents of students enrolled in the SCHOOL.
 4. The SPONSOR shall provide technical assistance to the SCHOOL in complying with laws applicable to the SCHOOL and terms of this Successor Contract.
 5. The SPONSOR shall take steps to intervene in the SCHOOL's operation to correct problems in the SCHOOL's overall performance, declare the SCHOOL to be on probationary status pursuant to Section 3314.073 of the Ohio Revised Code, suspend the operation of the SCHOOL pursuant to Section 3314.072 of the Ohio Revised Code, or terminate this Successor Contract pursuant to Section 3314.07 of the Ohio Revised Code as determined necessary by the SPONSOR. The steps taken by the SPONSOR shall be for the reasons, and in accordance with the procedures, timelines, and other requirements, set forth in the applicable section(s) of the Ohio Revised Code, and the SCHOOL shall, in response, take such actions and have such rights as are specified in those sections of the Ohio Revised Code.
 6. The SPONSOR shall have in place a plan of action to be undertaken in the event the SCHOOL experiences financial difficulties or closes prior to the end of a school year.
- B. The SPONSOR shall comply with the procedures for resolving disputes or difference of opinion between it and the SCHOOL, as set forth in the Management and Administration Plan, attached hereto as Exhibit 6.
- C. As required by Section 3314.03(A)(24) of the Ohio Revised Code, the SPONSOR shall take any action required to be taken by a school district pursuant to Sections 3302.04 and 3302.041 of the Ohio Revised Code [regarding corrective actions required by ODE's model of differentiated accountability for school districts or buildings identified for improvement], except that the SPONSOR shall not be required to take any action described in division (F) of Section 3302.04.
- D. A representative of the SPONSOR knowledgeable in school finance (based on education or experience), being here named as the SPONSOR's Treasurer shall meet with the Board of Directors or Treasurer of the SCHOOL and shall review the financial and enrollment records of the SCHOOL at least once every month, as required by Section 3314.023 of the Ohio Revised Code. Not later than ten (10) calendar days after each review, the SPONSOR shall provide the Board of Directors and the SCHOOL's treasurer with a written report regarding the review. Copies of those financial and enrollment records shall be furnished to the SPONSOR, Operator, Board of Directors, and the SCHOOL's treasurer on a monthly basis.

- E. The SPONSOR shall regularly assess Successor Contract language to ensure consistency with changes in state and/or federal law and shall annually review its own compliance requirements and evaluate the potential to increase SCHOOL autonomy based on flexibility in the law and/or other considerations.
- F. The SPONSOR agrees to use reasonable efforts to collect data that minimizes the administrative burden on the SCHOOL, protect students, and protect public interests.

Article VI. Renewal of Successor Contract

- A. This Successor Contract and any renewal thereof may be non-renewed pursuant to Section 3314.07 of the Revised Code. Good cause as set forth in Section 3314.07 of the Revised Code shall include but not be limited to the SPONSOR determining that it no longer desires to sponsor the SCHOOL and/or the SPONSOR determining that its mission does not support sponsoring the SCHOOL.
- B. Provided this Successor Contract has not been terminated or non-renewed by the SPONSOR and provided that the SCHOOL desires renewal, the SCHOOL must apply for successive one year renewals by October 1 of the year preceding the expiration of this Successor Contract or any renewal thereof. The SPONSOR shall decide whether to grant said renewal based upon the SCHOOL's satisfactory compliance with applicable laws and terms of this Successor Contract and the SCHOOL's progress in meeting the academic goals prescribed herein as determined by the procedure specified below.
 - 1. The SPONSOR shall conduct a high-stakes review of the SCHOOL as described in Exhibit 10 ("High Stakes Review").
 - 2. The SPONSOR shall provide a cumulative report summarizing the results of the high-stakes review by November 1 of the year preceding the expiration of this Successor Contract. The SCHOOL may respond to the report in writing within ten (10) days of receiving it.
 - 3. By December 1 of the year preceding the expiration of this Successor Contract or any renewal thereof, the SPONSOR shall provide written notice of its intent to renew this Successor Contract or any renewal thereof. If the SPONSOR decides to non-renew this Successor Contract it shall provide written notice which shall include (1) reasons for the proposed action, (2) the effective date of the non-renewal, and (3) a statement that the SCHOOL may, within fourteen (14) calendar days of receipt of the notice, request in writing an informal hearing before the SPONSOR. The informal hearing, if requested, shall be held within fourteen (14) calendar days after the request for an informal hearing is received. Not later than fourteen (14) calendar days after the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to non-renew this Successor Contract.

Article VII. Quality Practices

- A. The SCHOOL shall report any event or occurrence, of which the SCHOOL is aware and has reason to believe may have a material adverse effect on the operations, properties, assets, financial condition, enrollment, or reputation of the SCHOOL.
- B. The SPONSOR shall be allowed to observe the SCHOOL in operation at site visits and shall have open access for such visits.
 - 1. When appropriate, the SPONSOR shall make reasonable efforts to provide prior notice of such visits and not to disrupt testing or the educational process or programming of the SCHOOL.
 - 2. The parties acknowledge that the site visits require input from stakeholders and agree to make Board members, administrators, teachers, students, parents and/or staff of the operator, if any, available at mutually agreeable times.
 - 3. Following each site visit, the SPONSOR shall provide a written report that includes: (a) information collected; (b) areas of strength, and (c) areas needing improvement. The School shall provide updates for the SPONSOR's review pertaining to any area needing improvement.
- C. The SCHOOL agrees to meet with the SPONSOR at least annually to review terms and requirements of this Successor Contract to ensure the Successor Contract is consistent with changes in state and/or federal law.
- D. The SCHOOL agrees to meet with the SPONSOR at least annually discuss performance on the academic performance measures. The meeting will be used to determine whether the parties need to modify the performance measures.

Article VIII. Miscellaneous Provisions

- A. Both parties recognize the importance of the SCHOOL further developing and periodically modifying the SCHOOL's "Planning Documents" including the Educational Plan,—Financial Plan, Management and Administration Plan, and Assessment and Accountability Plan. Changes to said Planning Documents shall be approved by the SPONSOR and require written modification of this Successor Contract.
- B. The parties acknowledge that under the terms of this Successor Contract they may be exchanging personally identifiable student information. Each party agrees it shall not, and shall ensure that its respective employees, contractors, subcontractors, representatives or agents do not, access, use or disseminate any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of

those laws or other law applicable to the SPONSOR or the SCHOOL with respect to such information. Each party shall ensure that its respective employees, contractors, subcontractors, representatives or agents who are provided with access to personally identifiable student information will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements.

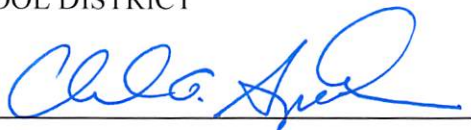
- C. Consistent with Sections 9.482 and 3313.842, Chapter 3314, and other portions of the Ohio Revised Code, the parties may, by agreement, jointly establish and operate various programs.
- D. Pursuant to Section 3314.03(A)(20) of the Ohio Revised Code, the parties recognize the authority of the Ohio Department of Education to take over the sponsorship of the SCHOOL in accordance with the provisions of division (C) of Section 3314.015 of the Ohio Revised Code in the event that the State Board of Education finds that the SPONSOR is not in compliance or is no longer willing to comply with this Successor Contract or with applicable rules of the Department. Pursuant to Section 3314.03(A)(21) of the Ohio Revised Code, the parties recognize the authority of the SPONSOR to assume the operation of the SCHOOL under the conditions specified in division (B) of Section 3314.073 of the Ohio Revised Code.
- E. Pursuant to Section 3314.03(A)(22) of the Ohio Revised Code, the parties recognize (i) the authority of public health and safety officials to inspect the facilities of the SCHOOL and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations, and (ii) the authority of the Department of Education as the community school oversight body to suspend the operation of the SCHOOL under Section 3314.072 of the Ohio Revised Code if the Department has evidence of conditions or violations of law at the SCHOOL that pose an imminent danger to the health and safety of the SCHOOL's students and employees and the SPONSOR refuses to take such action.
- F. In the event that the SCHOOL permanently closes and ceases its operation as a community school, any remaining assets of the SCHOOL shall be distributed in accordance with Section 3314.074 of the Ohio Revised Code, to the extent applicable, and the SCHOOL's Articles of Incorporation, or as otherwise required by applicable law. The SCHOOL and SPONSOR agree to comply with the closing procedures identified by the Ohio Department of Education, as specified in Exhibit 11 ("Closing Procedures"), which exhibit is attached hereto and incorporated by reference herein. Both parties further acknowledge that they understand the procedures attached in Exhibit 11.
- G. If the SCHOOL fails to open for operation within one year after the Successor Contract is adopted pursuant to division (D) of section 3314.02 of the Revised Code or permanently closes prior to the expiration of the CONTRACT, the CONTRACT shall be void and the SCHOOL shall not enter into a contract with any other SPONSOR. The SCHOOL shall not be considered permanently closed because the operations of the SCHOOL have been suspended pursuant to section 3314.072 of the Revised Code.

- H. This Successor Contract shall be governed and interpreted according to the laws of the State of Ohio.
- I. This Successor Contract creates no third-party beneficiaries.
- J. Neither this Successor Contract nor any rights, duties or obligations described herein shall be assigned by any party hereto without prior written consent to the SPONSOR and the SCHOOL, except that the parties may, by agreement, reallocate among them such rights, duties and obligations. The parties may subcontract any of their respective duties or obligations hereunder.
- K. The SCHOOL shall timely comply with all reasonable requests of the SPONSOR. Failure to do so is grounds for suspension, termination, or non-renewal of this Successor Contract. Timely is defined as compliance with the express provisions of this Successor Contract, an answer in writing within five (5) business days, and adequate assurances of cure or actual cure within a period of time acceptable to the SPONSOR. Notwithstanding the above, the SPONSOR may, at its discretion and in particular for non-emergency situations, extend any deadline stated in this Successor Contract.
- L. This Successor Contract constitutes the entire agreement between the parties and any modifications of this Successor Contract shall be made and agreed to in writing.

IN WITNESS WHEREOF, the parties have executed this Successor Contract through their duly-authorized representatives as of the date written below.

SPONSOR

ON BEHALF OF THE TRI-RIVERS
BOARD JOINT VOCATIONAL
SCHOOL DISTRICT

By: 

Print Name: Charles A. Speelman

Title: Superintendent

Date: 4/26/17

COMMUNITY SCHOOL

ON BEHALF OF THE DIRECTORS
OF THE TRECA DIGITAL ACADEMY



Print Name: Adam Clark

Title: Executive Director

Date: 4/26/17

EXHIBIT 1:
Code of Regulations
for the
TRECA DIGITAL ACADEMY

ARTICLE I
GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be TRECA Digital Academy (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles.

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation as defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets 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.

b. Unless otherwise specifically set forth in this Code of Regulations:

1. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and
2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and
3. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
4. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator or sponsor of a community school unless at least one year has elapsed since the conclusion of the person's membership; and
5. No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation's headquarters shall be located and maintained in Marion County, Ohio or such other location as the Board of Directors may determine.

Section 4. Property.

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

**ARTICLE II
BOARD OF DIRECTORS**

Section 1. Management.

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no less than five members; all of whom shall be appointed to terms in accordance with Section 2 below.

Section 2. Authority.

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine, so long as not otherwise prohibited.

Section 3. Election of and Term of Office of Directors.

Each Director shall hold office for a term of three years commencing on the day of the meeting at which the Director was elected and ending on the day of the third annual meeting thereafter or until successor Directors are elected and qualified. The initial Directors terms may be less than three years so as to create staggered terms. Prior to the expiration of each Director's term, the remaining Board of Directors shall appoint, by majority vote, a replacement Director who shall serve a three year term commencing upon the expiration of each initial Director's term. Directors may be reappointed and serve additional terms.

Section 4. Director Vacancies.

a. Except as provided in Section 3 above, the office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be made by a vote of the remaining directors, though less than a majority of the whole authorized number of Directors.

Section 5. Qualifications.

All Directors are required to obtain a criminal background check, in compliance with Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of the Board may serve on the governing authority of more than the statutory maximum number of Ohio community schools.

Section 6. Compensation.

Directors may elect to receive compensation pursuant to Ohio Revised Code provisions governing compensation of community school governing authority members. Directors may also be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

Section 7. General Powers of the Board.

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

Section 8. Other Powers.

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

- a. to fix, define and limit the powers and duties of all officers,
- b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;
- c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;
- d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

ARTICLE III MEETINGS

Section 1. Meetings of the Board.

The Board shall use standard practices of parliamentary procedure.

Annual Meetings of the Board of Directors shall be held each year for the election of officers and for the transaction of any other business which may properly come before the Board.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code and at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be communicated to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore, which may be for general purposes. Notice of meetings shall be given to the public as required by Ohio law and Board policy.

Section 2. Meetings Held Through Communications Equipment and Action Without a Meeting.

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such meeting. Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees. The preceding notwithstanding, no meeting may be held through the use of communications equipment and no action without a meeting may be taken at any time during which the Corporation holds a charter as a community school under Chapter 3314 of the Ohio Revised Code or is otherwise subject to Section 121.22 of the Ohio Revised Code.

Section 3. Quorum.

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

Section 4. Vote of Directors.

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members entitled to vote.

Section 5. Executive Session.

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended.

ARTICLE IV OFFICERS

Section 1. Election of Officers.

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

a. President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; recruit new board members; act as spokesperson for the organization; periodically consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

b. Vice-President. The Vice-President shall perform duties as are conferred upon him/her by these Regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

c. Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature. The Board may assign, by way of resolution or contract, the Secretary's recording and notice duties to an employee, contractor, or other individual.

d. Treasurer. The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an Assistant Treasurer to act as the corporation's designated Fiscal Officer who shall hold such licenses and receive such training as required by Ohio law.

e. Designated Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Assistant Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general

supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the Board's review of and action related to the Board's financial responsibilities; work with any management organizations or other service providers as needed to ensure that appropriate financial reports are made available to the Board on a timely basis; work with the board to develop and recommend annual budgets ; and review and answer Board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon his/her removal as Fiscal Officer shall turn over to the Board of Directors or a successor Fiscal Officer as directed by the Board, all property, books, papers, and money of the Corporation in his/her control; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 2. Assistant and Subordinate Officers.

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

Section 3. Duties of Officers May be Delegated.

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director, so long as not otherwise prohibited.

Section 4. Qualifications and Authority of Officers.

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

Section 5. Term of Office.

The officers of the Corporation shall hold office for one year. The number of terms of such Officers is not hereby limited.

Section 6. Resignation and Removal.

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

Section 7. Officer Vacancies.

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

ARTICLE V COMMITTEES

The Corporation may have Standing or Special Committees to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President or the Board from among its members. Committee members shall be appointed by the President or the Board.

ARTICLE VI BOARD POLICIES

Section 1. Nondiscriminatory Policy

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status or military status with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

Section 2. Conflicts of Interest Policy

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person. In addition to the ongoing obligation to disclose any conflicts of interest, each member shall annually sign a conflict of interest/disclosure statement.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification.

The Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation, proceeding, claim or other matter therein, and the Corporation as deemed proper by the Board of Directors may indemnify any other person, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation, proceeding, claim, or other matter therein, whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or having been a Director, Officer, employee, volunteer, advisor, fiduciary, or other agent of or in a similar capacity with the Corporation.

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

Section 2. Insurance.

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, or volunteer of the Corporation.

ARTICLE VIII CONFLICT WITH ARTICLES OF INCORPORATION

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

ARTICLE IX DISSOLUTION

The Corporation may be dissolved by the Board of Directors at any time, provided that upon dissolution the Corporation shall distribute its assets 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. Notwithstanding the foregoing, to the extent permitted by Chapter 1702 of the Revised Code, at any time during which this Corporation is a community school under the laws of Ohio, it shall be subject to R.C. 3314.074.

ARTICLE X FISCAL YEAR

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

EXHIBIT 2:
Board of Directors

for the
TRECA DIGITAL ACADEMY

Ray Funk – President
Jim Craycraft – Vice President
Fran Voll
Kate Fisher
Scott Gray

EXHIBIT 3: Educational Plan

for the TRECA DIGITAL ACADEMY

Brief Overview

The TRECA Digital Academy ("SCHOOL") is an innovative school that is a cooperative effort between the SCHOOL and the Tri-Rivers Joint Vocational School District ("SPONSOR"). The SCHOOL uses technology to reach a diverse at-risk student population. The SCHOOL is designed for students who are at risk of dropping out of, or of failing to learn effectively in, their current educational settings (or such other educational settings as are available to them in their respective public school districts), and who have a desire for, and whose education can be improved by, a program of online instruction in an independent environment that does not include most ancillary components of a more traditional education. Because the focus is on distance learning, the ability of students to learn independently in their own homes using an online educational program, and the existence of a suitable home environment, which includes adult supervision, are essential elements of the SCHOOL'S program. Qualified students may include, but will not necessarily be limited to, previously home schooled students, children with special physical and mental needs, students removed from the regular classroom for disciplinary reasons, students who need an alternative to the traditional classroom for various reasons, including religious reasons, transient students, and students who desire courses not currently offered by their respective school districts but available through online instruction (e.g., AP Physics).

Mission

The SCHOOL'S mission is that all students will have meaningful learning experiences despite the obstacles they may face. We will prepare them for tomorrow by removing barriers, building relationships, and making learning relevant.

Educational Philosophy and Beliefs

Educational Philosophy: The SCHOOL strives to take at-risk students at their current academic levels, build upon that foundation, and increase achievement at developmentally appropriate rates and levels. The SCHOOL does this with the assistance of technology and competent instructors in a cost-efficient manner. Our ultimate goal is to provide applicable skills that will allow students to be lifelong learners and intelligent decision-makers. Another important factor woven into the SCHOOL is the belief that effective education is a cooperative venture between the students, teachers, support staff, and the primary caregivers. In short, a teaming process is critical to the success of this program.

Beliefs: Our core beliefs are succinctly stated as follows:

- The efficient delivery of educational services, and resources is critical to our mission.
- Ongoing planning, assessment, and evaluation drive a growing, dynamic organization and provide for the effective use of resources.
- Empowering the learning community through technology is a vital necessity.
- Sound educational decisions are driven by accurate data.
- A well-trained and talented staff that continually upgrades its skills is a requirement for a successful organization.
- Using systemic processes coupled with creative approaches will foster rich educational experiences at reasonable operational costs.
- A spirit of teamwork and cooperation within the organization and with the SPONSOR must be encouraged and nurtured.

Type of School

The SCHOOL is an at-risk start-up community school sponsored by the Tri-Rivers Joint Vocational School (also known as the Tri-Rivers Career Center) and located within the Marion City School District. The SCHOOL is a nontraditional school designed to serve at-risk students who are not learning effectively in more traditional educational environments. The SCHOOL uses distance learning technology to deliver instruction via computers to students either in their homes or in other learning environments (*e.g.*, computer classroom at a school), and the SCHOOL additionally may use non-computer based instructional methodologies. Although the SCHOOL cannot exercise control over the non-classroom environments in which instruction will be received, it takes reasonable steps to ensure compliance with health and safety standards deemed available to its students and within the SCHOOL's control.

Why the SCHOOL: Many students are not learning effectively in traditional educational environments. Due to recent advances in technology and online delivery, the online or digital school is now feasible. The ability to transmit quickly large documents; conduct and host online chats and news groups; provide parent and student support groups; and deliver video streamed information are all factors that support a digital school. Students growing up today, because of the amount of time spent before a television and the constant media blitz, learn differently than students of twenty years ago. Using the computer, with all its "bells and whistles," to deliver all or parts of the curriculum more closely aligns to current student social encoding.

Home connectivity and the twenty-four hour availability of curriculum also affect classroom instruction positively. It addresses the destructive effects of high student mobility by providing consistent curriculum programming regardless of where within the district the student might live.

The ability to maintain some level of educational continuity for high mobility students is an important element in the strategy to improve student achievement.

Attendance Area

The attendance area of the SCHOOL is the State of Ohio.

Characteristics of Students (Profile)

Need: Research shows that there are currently large numbers of home-schooled students at all grade levels. There are also many students who are not attending school for various other reasons, including some who drop out as soon as they are permitted. Finally, there are large numbers who are insufficiently challenged or who otherwise do not function well in the traditional classroom environment. The SCHOOL will provide an important alternative for these at-risk students.

Who is the SCHOOL designed to serve? The SCHOOL is designed for students aged five to twenty-two and in kindergarten through twelfth grade.¹

Consistent with its mission, the SCHOOL limits enrollment to students who are at risk of dropping out of, or of failing to learn effectively in, their current educational settings (or such other educational settings as are available to them in their respective public school districts), and who have a desire for, and whose education can be improved by, a program of online instruction in an independent environment that does not include most ancillary components of a more traditional education. Because the focus is on distance learning, the ability of students to learn independently in their own homes using an online educational program is an essential element of the SCHOOL's program.

In particular, the SCHOOL is designed to serve the following categories of students who fall within the SCHOOL'S definition of "at risk" and who are therefore eligible to enroll:

- Students who are performing at or above grade level but who seek a more challenging curriculum and, in particular, who wish to capitalize upon the enrichment potential of individually-paced and independently-completed online instruction.
- Students who are performing below grade level and who wish to focus their education exclusively on an independent online course of study, starting at the student's current skill and knowledge level and building forward at a pace determined by the student in collaboration with online instructors.

¹ NOTE: Per 3314.38, beginning in 2015, a person 22 or older without a high school diploma may enroll in a drop-out prevention recovery program (of a community school, traditional school district, JVS, or college). School reports the enrollment and gets \$5000 per FTE. There is a cap on total number of students statewide who can participate (in 2015, 1000 students). School cannot assign these students to classrooms or other settings with students under age 18. Statute states students "may" enroll in described circumstances; not clear from working of statute that DOPR schools have the choice to opt out of serving these older students.

- Students who have been removed from school for disciplinary reasons but who are committed to, and capable of, regaining their focus on, academic pursuits in the independent and solitary context of online instruction delivered in their homes.
- Students who have been home-schooled in the past but who desire the comprehensive, formal, and standards-based online curriculum available through enrollment in the SCHOOL.
- Students who are transient and seek the stability of a portable online educational program that does not depend upon any particular physical school facility.

The following are essential preconditions for a student's enrollment and successful participation in the SCHOOL:

- At all times when the student is engaged in the SCHOOL's program of study, the student's home environment must include, at the parent/guardian's cost, adult supervision of such a nature as to ensure the student's safe and responsible participation in the program.
 - * When applying for enrollment to the SCHOOL, students and parents/guardians will be required to submit a signed statement that this condition will be met throughout the period of the student's enrollment. Alternatively, the requirement of adult presence in the home may be waived upon the written request of, and assumption of liability by, the student and the student's parent/guardian. The latter will require a representation by the student, and the student's parent/guardian, that the student is sufficiently mature and responsible to justify a waiver of the adult supervision requirement.
- The student must be desirous of, and committed to, an education that is primarily delivered online and which may lack, or provide only minimal opportunities for, such components of a conventional school as peer socialization, face-to-face interaction with instructors and other staff, musical and dramatic performance opportunities, hands-on learning experiences, and school-based athletic and other physical activities, among others.

NOTE: This Exhibit describes the student population currently targeted by the SCHOOL. However, the SCHOOL may, from time to time, desire to modify the characteristics of the target population in response to the evolving educational program of the SCHOOL, the perceived needs and interests of potential students, or other factors. Such changes shall require written modification of this Successor Contract.

Five-year Enrollment Projections:

The following chart indicates projected enrollment, by grade level, for each year of this Successor Contract. However, the parties agree that the following do not establish minimum or maximum enrollment numbers for any given grade in any given year. Rather, such numbers are expected to vary from the projections based upon a number of factors, including but not limited to interest among eligible students, the evolution of the SCHOOL's focus and programming, and the resources available to the SCHOOL.

GRADE	2015-16	2016-17	2017-18	2018-19	2019-20
Grade K	30	30	30	30	30
Grade 1	30	30	30	30	30
Grade 2	30	30	30	30	30
Grade 3	30	30	30	30	30
Grade 4	40	40	40	40	40
Grade 5	50	50	50	50	50
Grade 6	50	50	50	50	50
Grade 7	100	110	120	130	140
Grade 8	150	160	170	180	190
Grade 9	600	630	660	690	720
Grade 10	400	420	440	460	480
Grade 11	350	370	390	410	430
Grade 12	330	340	350	360	370
Total Yearly ADM	2200	2300	2400	2500	2600

The number of students accepted for enrollment by the SCHOOL shall not exceed the capacity of the SCHOOL's programs, classes, grade levels, or facilities. During the term of this Successor Contract, the SCHOOL will enroll a maximum of approximately 10,000 students, except that, subject to the prior written approval of the SPONSOR, the cap may be raised or lowered based upon the SCHOOL's and SPONSOR's joint assessment of the SCHOOL's actual capacity.

Non-discrimination: As required by Section 3314.06 of the Ohio Revised Code, and except as otherwise provided in this Successor Contract and permitted by law, the admission policies of the SCHOOL shall not discriminate on the basis of race, creed, color, disability, or sex, or limit admission on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. Upon admission of any student with a disability, the SCHOOL shall comply with all federal and state laws regarding the education of students with disabilities.

Racial and Ethnic Balance: Because the SCHOOL will serve students statewide, it will seek to enroll students from racial and ethnic categories in proportions which are reflective of the State of Ohio as a whole. As part of its marketing plan, the SCHOOL will recruit students representing a cross section of the state population. Ongoing marketing efforts will be adjusted in an effort to achieve a racial and ethnic balance reflective of the state.

Focus of the Curriculum; Instructional Program

The SCHOOL's curriculum and instruction are primarily or exclusively deliverable online. However, both the SPONSOR and the SCHOOL intend that the curriculum and the curriculum delivery methodology will evolve on an ongoing basis in response to the perceived needs and interests of the SCHOOL's students (or of potential students) and educational research. Such changes shall require written modification of this Successor Contract.

The curriculum and instruction are tied to state standards, and the objectives of the online instruction are written so they can be assessed online. The goal is to identify current individual levels of academic achievement and move forward from that point, recognizing individual learning styles. The curriculum develops basic and applied skills appropriate to the particular discipline. The curriculum development process and the training of teachers in the delivery of online instruction is ongoing.

Baseline data will be obtained on entering students' academic achievement and will chart the growth and progress. This data will be critical to monitoring and making recommendations for necessary curricular changes.

Since students participate in the State's achievement testing program, the curriculum core follows the goals and objectives of the state approved academic content standards (or such future content standards as mandated by the state).

NOTE: This Exhibit describes the initial focus of the curriculum and the initial nature of the learning opportunities that will be provided by the SCHOOL. However, both the SPONSOR and the SCHOOL intend that the curriculum and the learning opportunities evolve on an ongoing basis in response to the perceived needs of the SCHOOL's students (and potential students), interest within the community served by the SCHOOL, educational research, and for other appropriate reasons. Such changes shall require written modification of this Successor Contract.

Exit Goals

The SCHOOL expects students to be competent in basic skills, to be able to apply them to real life situations, to be intelligent decision makers, and ultimately, to be contributing members of society. The concept of learner result-based education is a critical part of the overall program.

To enhance our students' readiness for the working world and for contributing to a democratic society, we have established the following *Exit Goals* for SCHOOL graduates:

Graduates should:

- Have the requisite academic skills;
- Understand and be able to use extensive teaming and problem solving skills both in the workforce and in life;
- Be trained in skills necessary to become lifelong learners;
- Have a thorough knowledge of computer skills and the processes that allow for their real-life application;
- Have demonstrated high ethical standards in the submission of work;
- Have demonstrated work-readiness skills including a strong work ethic, punctuality and timeliness, excellent attendance, and reliability.

Calendar and Schedule

The SCHOOL offers a minimum of 920 hours of learning opportunities per academic year in compliance with Section 3314.03(A)(11)(a) of the Ohio Revised Code.

The online aspects of the SCHOOL are continuously offered and the SCHOOL is thus open 24 hours a day, 7 days a week during the school year. The SCHOOL shall open for operation not later than the thirtieth (30th) day of September each school year.

The Academic Year begins July 1 of each year and ends on June 30 of the following year. Each Academic Year commences with a period of training, orientation, and similar preparatory activities. The date on which students commence curricular activities each year is determined by the SCHOOL.

School Dismissal Procedures: Because the online aspects of the SCHOOL are continuously offered, there is no need to dismiss SCHOOL for holidays, school conferences, or other reasons that cause closings of traditional schools. There accordingly is no need for school dismissal procedures.

Teachers

Each enrolled student will have the opportunity to meet with teachers, in person, at least twice yearly. Such meetings will be conducted at a facility of the SPONSOR, within the student's home, or in other appropriate settings as arranged by the SCHOOL.

Admission

Application Process: Admission to the SCHOOL is in accordance with the procedures delineated in Ohio Revised Code Section 3314.06. The SCHOOL shall adopt a policy regarding the admission of students who reside outside the district in which the SCHOOL is located. The policy shall comply with the admissions procedures specified in sections 3314.06 and 3314.061 of the Revised Code and, at the sole discretion of the authority, shall do one of the following: (a) Prohibit the enrollment of students who reside outside the district in which the SCHOOL is located; (b) Permit the enrollment of students who reside in districts adjacent to the district in which the SCHOOL is located; or (c) Permit the enrollment of students who reside in any other district in the state.

Students are required to complete an application. The application contains all required fields including immunization shots necessary for enrollment into a public school. Unless waived, students must also submit, at the time of application, the signed statement (described elsewhere in this Educational Plan) concerning the availability of adult supervision within the student's home environment.

The SCHOOL reviews each application. Should documentation be missing, the parent is notified of the missing items. The application is not considered complete until all required documentation is submitted and on file.

Enrollment Process: The number of students each year shall not exceed the capacity of the SCHOOL's programs, classes, grade levels, or facilities, which capacity shall be estimated by the SCHOOL in advance of each year, except that the SCHOOL may periodically increase or decrease its determination of capacity based upon revised analyses by the SCHOOL. The deadline for receipt of applications shall annually be established by the SCHOOL and may be publicized through such media as the SCHOOL's web site, mass mailings, informational meetings, newspaper articles, and other generally accepted practices. For any academic year, if the number of applications received by the deadline exceeds the capacity of the school, eligible applicants shall be admitted by lot, except that preference shall be given to such applicants who attended the SCHOOL in the preceding year, and may be given to such applicants who have siblings that attended the SCHOOL in the preceding year. Otherwise eligible applicants whose applications are received after the deadline, including midterm applicants, may be admitted so long as their admission does not cause the SCHOOL to exceed the capacity of its programs, classes, grade levels, or facilities.

Records Transfer: Once a child is accepted as a student of the school, the parent will be asked to notify the home school district of the transfer and a formal notification will be sent to the student's previous school informing it of the enrollment and requesting the student's records.

Student Roles and Responsibilities

Students will be expected to adhere to behaviors and policies appropriate to a well-functioning democratic society. Each student will have an online Student Handbook that outlines and defines the rules and regulations for student behavior. It also defines the rights and responsibilities of the students, the parents, the staff, and the school. Students and custodial parents will be required to acknowledge that they have read the Handbook and are aware of its content. Questions regarding the content will be addressed by the SCHOOL's administrative staff.

Student Attendance and Participation Policies. The SCHOOL's attendance and participation policies will be available for public inspection.

Student Attendance and Participation Records. That the SCHOOL's attendance and participation records shall be made available to the department of education, auditor of state, and the SPONSOR to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and section 3319.321 of the Revised Code.

Student Withdrawal Procedures: The SCHOOL's Board of Directors has adopted or shall adopt an attendance policy that includes a procedure for automatically withdrawing a student from the SCHOOL if the student without a legitimate excuse fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the students. Unless otherwise determined by the SCHOOL, for purposes of assessing a student's failure to participate, students are presumed to be excused from participation in excess of five hours per weekday and are excused from participation on weekends and holidays. Students may also be excused from participation pursuant to the SCHOOL's attendance policy.

Suspension, Expulsion, Removal, or Permanent Exclusion of Students: The SCHOOL will comply with Ohio Revised Code 3313.66, 3313.661, and 3313.662 concerning suspension, expulsion, removal, or permanent exclusion of students. The SCHOOL's policies and procedures concerning such actions will be delineated in the Student Handbook and will respect applicable rights of due process.

Fees: There is no tuition charged for enrollment. However, as permitted by law, reasonable fees may be assessed by the SCHOOL for specific courses, for such items as books, supplies, and equipment, and for special curricular, co-curricular, or extra-curricular activities, if any. The SCHOOL may also assess fees for a student's failure to return equipment or supplies as required by the SCHOOL, or for the loss or destruction of, or damage to, equipment or supplies provided to the student by the SCHOOL. The payment of fees may be enforced by the withholding of a student's grades and credits.

EXHIBIT 4:
Financial Plan

for the
TRECA DIGITAL ACADEMY

This Financial Plan complies with Section 3314.03(A)(15) of the Ohio Revised Code, which requires an estimated school budget for each year of the Successor Contract and a total estimated per pupil expenditure amount for each such year.

Communtiy School Budget

FUNCTION OBJECT	INSTRUCTION 1000	SUPPORT SERVICES 2100-2200	ADMINISTRATIVE SERVICES 2400	FISCAL/BUSINESS SERVICES 2500-2600	OPERATIONS & MAINTENANCE 2700	PUPIL TRANSPORTATION 2800
	A	B	C	D	E	F
SALARIES 100	\$ 2,864,901.82	\$2,104,521.60	\$1,052,260.80		N/A	N/A
RETIREMENT FRINGE BENEFITS 200	\$859,470.55	\$631,356.48	\$315,678.24		N/A	N/A
PURCHASED SERVICES 400	\$1,807,290.46		\$2,830,304.80		N/A	N/A
SUPPLIES 500	\$ 26,000.00	\$20,000.00	\$10,000.00		N/A	N/A
CAPITAL OUTLAY 600	\$16,000.00	\$16,000.00	\$8,000.00		N/A	N/A
OTHER 800	\$240,000.00				N/A	N/A
TOTAL	\$ 5,813,662.83	\$ 2,771,878.08	\$ 4,216,243.84	\$ -	\$ -	\$ -

BUDGET PER PUPIL

ESTIMATED STUDENT ENROLLMENT	1,730	\$3,360.50	\$1,602.24	\$2,437.14	\$0.00	\$0.00	\$0.00
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SUPPORT/FOOD SERVICES 2900-3100	EXTRACURRICULAR ACTIVITIES 4000	FACILITIES/ CONSTRUCTION SERVICES 5000	ALL OTHER EXPENSE 6000-7000	TOTAL
G	H	I	I	J
N/A	N/A	N/A		\$ 6,021,684.22
N/A	N/A	N/A		\$ 1,806,505.27
N/A	N/A	N/A		\$ 4,637,595.26
N/A	N/A	N/A		\$ 56,000.00
N/A	N/A	N/A		\$ 40,000.00
N/A	N/A	N/A	\$1,000,000.00	\$ 1,240,000.00
\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 13,801,784.75

5,261,304.00

1,578,391.20

3,830,304.80

50,000.00

40,000.00

1,000,000.00

240,000.00

12,000,000.00 12,000,000.00

\$0.00	\$0.00	\$0.00	\$578.03	\$7,977.91
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FY17 - October 2016 submission

IRN No. 143305

County: Marion

School Name

Trecia Digital Academy

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2014 through 2016, Actual and
the Fiscal Years Ending June 30, 2017 through 2021, Forecasted

	Actual			Forecasted				
	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
<u>Operating Receipts</u>								
State Foundation Payments (3110, 3211)	\$12,820,132.00	\$13,390,222.00	\$13,334,944.50	\$13,260,000.00	\$13,392,600.00	\$13,529,960.00	\$13,667,320.00	\$13,804,680.00
Charges for Services (1500)	\$0.00	\$0.00	\$0.00	\$427,000.00	\$958,000.00	\$960,000.00	\$961,000.00	\$961,000.00
Fees (1600, 1700)	\$0.00	\$0.00	\$0.00	\$215,000.00	\$430,000.00	\$431,000.00	\$432,000.00	\$432,000.00
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Receipts	\$12,820,132.00	\$13,390,222.00	\$13,334,944.50	\$13,902,000.00	\$14,780,600.00	\$14,920,960.00	\$15,060,320.00	\$15,197,680.00
<u>Operating Disbursements</u>								
100 Salaries and Wages	\$0.00	\$0.00	\$0.00	\$4,261,304.00	\$4,303,917.04	\$4,346,956.21	\$4,390,425.77	\$4,434,330.03
200 Employee Retirement and Insurance Benefits	\$0.00			\$1,278,391.00	\$1,291,174.91	\$1,304,086.66	\$1,317,127.53	\$1,330,298.80
400 Purchase Services	\$8,909,875.00	\$9,274,911.00	\$9,800,000.00	\$3,393,600.00	\$3,427,536.00	\$3,461,811.36	\$3,496,429.47	\$3,531,393.77
500 Supplies and Materials	\$3,054,814.00	\$3,179,971.00	\$3,360,000.00	\$3,100,000.00	\$3,131,000.00	\$3,162,310.00	\$3,193,933.10	\$3,225,872.43
600 Capital Outlay -New	\$763,704.00	\$794,992.00	\$840,000.00	\$40,000.00	\$40,400.00	\$40,804.00	\$41,212.04	\$41,624.16
700 Capital Outlay - Replacement				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800 Other	\$91,739.00	\$140,348.00	\$94,000.00	\$1,200,000.00	\$1,212,000.00	\$1,224,120.00	\$1,236,361.20	\$1,248,724.81
					\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Disbursements	\$12,820,132.00	\$13,390,222.00	\$13,334,944.50	\$13,273,295.00	\$13,406,027.95	\$13,540,088.23	\$13,675,489.11	\$13,812,244.00
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$0.00	\$0.00	\$0.00	\$628,705.00	\$1,374,572.05	\$1,380,871.77	\$1,384,830.89	\$1,385,436.00

	Actual		Forecasted					
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2014	2015	2016	2017	2018	2019	2020	2021
<u>Nonoperating Receipts/(Disbursements)</u>								
Federal Grants (all 4000 except fund 532)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Federal Fiscal Stabilization Funds (SFSF)	xxxxxx	0	0	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	xxxxxx	xxxxxx	0	0	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	\$0.00							
Donations (1820)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income (1400)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Proceeds (1900)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Principal Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest and Fiscal Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Nonoperating Revenues/(Expenses)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Cash Balance Beginning of Fiscal Year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Cash Balance End of Fiscal Year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Disclosure Items for State Fiscal Stabilization Funds</u>								
Personal Services SFSF			xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Employees Retirement/Insurance Benefits SFSF			xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Purchased Services SFSF			xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Supplies and Materials SFSF			xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Capital Outlay SFSF			xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Total Expenditures - SDFSF	\$0	\$0	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx

Assumptions:

The increase in state foundation is based upon trend analysis showing an increase in enrollment. We are assuming State Foundation payments are remaining steady at current rates. We will know more during the May update when the Budget is closer to being finalized.

The fringe benefit percentage is 30% of salary amounts. We expect this to increase, however we are implementing programs to try and control our costs.

Fiscal Internal Controls Policy

The School through its Board of Directors establishes the following procedures to maintain internal financial controls to safeguard assets; maintain accurate financial information; ensure compliance with laws, regulations and established school policies and procedures; and achieve operational efficiency.

Any individual or entity engaged by the School, including the School Fiscal Officer, shall abide by this policy and adhere to the procedures as set forth herein.

Budgeting

The Board of Directors will annually adopt an operating budget for the upcoming School year. The Operating Budget is prepared cooperatively amongst the Board, the Fiscal Officer, and the Executive Director. The final decision making authority with regard to budget issues rests with the Board. Increases, decreases, or other adjustments to the final operating budget that become necessary throughout the year must be presented to the Board for approval. Once approved, the change is recorded in the budget and updated in the accounting system by the Fiscal Officer. A revised budget is then issued and becomes the new operating budget for the School. At each regular meeting of the Board AND upon close of each fiscal year, the Fiscal Officer shall present to the Board a Statement that compares YTD actual results to the YTD budget.

Bank Accounts:

General

Bank accounts will be maintained at a financial institution as designated by the Board of Directors. The School Fiscal Officer will maintain online access to these accounts and will consistently monitor the financial transactions.

Reconciliation

On at least a monthly basis, the School Fiscal Officer shall reconcile the bank account activity and the activity posted in the School's accounting system. Any reconciling items requiring attention will be adjusted prior to the completion of the following month's bank reconciliation. All reconciliations completed in the system will be produced in the School's monthly financial statements.

Authorized Signatories

The Board of Directors by resolution shall designate individuals to be authorized to conduct business on the School's accounts.

The Fiscal Officer as assigned by META Solutions through the agreement to provide Fiscal Services.

Revenues

State and Federal Programs

Revenues of the School primarily consist of direct deposits of monies from the State for various State and Federal Programs. Receipts of direct deposits from these sources are recorded as revenue according to their source in the month they are received.

Local Sources Revenue

Local revenue of TDA will be processed by META Solutions in accordance with the procedures of META Solutions for processing such revenue. META Solutions will notify TDA of the process and any material changes to the process.

Accounts Receivable

Federal Funds Expended

The School will establish a receivable for the amount of Federal monies expended under the CCIP programs in any given month. Once the PCR is generated, and the funds are deposited, the receivable will be credited.

Other Accounts Receivable

The Fiscal Officer will generate invoices to outside entities on behalf of the School and sent to the appropriate party for collection. Upon collection of monies due on a particular invoice, the Fiscal Officer will deposit the funds and credit the appropriate invoice in the accounting system.

Monitoring

At least monthly, the Fiscal Officer will review outstanding amounts left unpaid and attempt to collect. After an amount has remained uncollected after 90 days, the Fiscal Officer shall consult with the Board of Directors to determine what action will be taken to collect.

Requisition Policy

General

The Fiscal Officer is responsible for assuring that all purchases are appropriate and necessary. Therefore, the following policy will be utilized by all staff of the School to requisition needed goods or services.

Requisition Initiation

The purchasing process is initiated when a staff member submits a purchase requisition to the Executive Director. All requisitions from staff must be sent using the established Requisition Form that is prescribed by META Solutions CFO with consultation with TDA. This form should be completed in full and attached to the email sent to the address established for requisitions.

Approval

Requisitions within the Board approved budget which are less than \$5,000 may be approved by the Executive Director who will send to the Fiscal Officer for payment. Requisition in excess of \$5,000 will be presented to the Board of Directors at a meeting for consideration. Once a Requisition has been approved by the Executive Director, it will then be forwarded to the School Fiscal Officer for budget review and approval. If the Fiscal Officer determines the expenditure would exceed the funds available in the budget or the Fiscal Officer has questions about the requisition, the requisition form will be returned to the Executive Director who will seek modification of the request from the originator and return it to the Fiscal Officer. If the modifications are satisfactory, the Fiscal Officer will then approve the requisition and return it to the School for procurement. If required by the vendor, the Fiscal Officer will create a purchase order.

Receiving

Once goods or services are received, such goods or services shall be reviewed by the receiver for accuracy and sufficiency.

Accounts Payable and Cash Disbursements

All vendor invoices shall be forwarded to the META Solutions Finance Office and shall be reviewed for reasonableness or errors. If a purchase order was issued for a particular good or service it will be matched to the invoice. Once the documents are matched, the META Solutions Finance Office will assign the specific expense account that should be charged based on the type of cost incurred and entered into the School's general ledger. Payments will be made after approval by the Fiscal Officer. Based on available cash balances, payments are then prepared for selected invoices, signed, and transmitted to vendors on at least a weekly basis by the META Solutions Finance Office.

Expense Reimbursement

Employees and Board Members of the School are entitled to reimbursement of business related expenses associated with their performance of official school business. Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates. Reimbursement requests must be submitted on a standard form (provided by Fiscal Officer) and completed with all required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual seeking reimbursement and their immediate supervisor. All employees/ Board members are eligible for reimbursement of travel related expenses upon return from their trip. Expense reports are submitted to the Fiscal Officer for processing under the Accounts Payable guidelines.

Fixed Asset Policy

The School's Fixed Assets (defined below) are accounted for and depreciated pursuant to Generally Accepted Accounting Principles ("GAAP"). To the extent that the following does not conflict with GAAP, this policy shall apply to the categories of assets (the "Fixed Assets"):

1. Assets that are wholly-owned by the School;
2. Assets that have a value of \$5,000 or more;
3. Assets that have a useful life of one year or more;
4. Assets that are of a tangible, distinguishable nature (possess unique physical substance); and
5. Assets that are not repair parts, component parts or supplies, maintenance or service fees.

Fixed Asset Classes

Each Fixed Asset shall be classified into one of the following categories:

A. Land

Land is real property which generally includes both surface and content of the land, including subterranean mineral rights. Land includes not only the original contract price, but also such related costs as liens assumed, legal and title fees and surveying. Land acquired through forfeiture is capitalized at the total amount of all tax liens and other claims surrendered (i.e. cost of acquiring ownership and perfecting title). Land acquired through donations is valued at the appraised fair market value at the date of acquisition. Appraisal costs are not capitalized. Land records should include the parcel number and or the lot, book and tract, as well as an identification of use and location.

B. Buildings

Buildings are real property consisting of structures erected above or below the ground for the purpose of sheltering persons or property. Building costs include construction and purchases costs and the cost of all fixtures permanently attached and made part of the building. For constructed buildings, costs include contractor payments, in-house labor costs, attorney fees, insurance during construction, architectural fees and similar types of costs.

Building records should include a quantitative and qualitative description of each structure segregating where possible the structure shell from the mechanical, roofing, electrical, plumbing, cafeteria and built-ins. The latter assets may be replaced several times during the life of the structure shell. Segregations of these costs will ease accountability for replacing or improving the component parts and avoid pyramiding the asset valuation.

C. Building Improvements

Building improvements consist of additions, improvements and replacements made to existing buildings. Building improvements increase the service potential of the building; they expand area, increase safety, improve climate control, extend the useful life of the structure or improve handicapped accessibility into and around the building. A building improvement must have a significant impact and be a material amount (\$4,000 or more) in order to be capitalized.

Building improvement costs include construction costs, contractor payments, engineering costs and other costs required to place the improvements in its finished state. Building improvements are capitalized and depreciated separately from buildings.

D. Furniture and Fixtures

Furniture and Fixtures are personal property not attached to land, building or improvements that remain movable and include costs associated with direct purchase include shipping, site-preparations and installation. Fixed asset records should include the vendor, purchase date, amount of the purchase, funds used to make the purchase, the asset's useful life, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: standard classroom furniture and office furniture.

E. Equipment

Equipment is personal property not attached to land, building or improvements that remains movable and includes costs associated with direct purchase include shipping, site-preparations and installation. Fixed asset records should include the vendor, purchase date, amount of the purchase, funds used to make the purchase, the asset's useful life, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: business machines, compressors, power tools.

F. Computers and Software

Computers and Software are personal property not attached to land, building or improvements that remain movable and include costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the vendor, purchase date, amount of the purchase, funds used to make the purchase, the asset's useful life, and any identifying descriptions (manufacturer's model, serial number, etc.).

G. Construction-In-Progress

Construction-in-progress is used for the temporary segregation and accounting of expenditures related to the construction or improvement of capital assets. Expenditures include construction costs, including costs held for retainage, architect, engineer and permit fees, equipment in storage, interest costs applicable to the period of construction, and other costs required to finish the project. Construction-in-progress should not be depreciated and should be shown separately on the Balance Sheet with other non-depreciable assets such as land and permanent land improvements.

H. Used Equipment

When the School acquires used equipment the following requirements must be adhered to:

1. The invoice must specify "Used" as appropriate;
2. The acquisition cost, as noted on the invoice, will determine original cost-value;

and

3. For determining useful life, one-half of a similar new asset useful life will be used.

Federal Program Property

All acquisitions of federal property must be placed into the School's inventory, consistent with the above capitalization requirements. In addition, all federal property must be appropriately tagged with the grant name and year, ex.: "Title 1 FY2002." Publications detailing Capital Asset federal grant regulations include: OMB Circular A-87; OMB Circular A-102; OMB Circular A-110; and OMB Circular A-21.

Depreciation

Depreciation is required for the School's capital assets, including its Fixed Assets. Depreciation is calculated using the Straight-Line Method. The School calculates depreciation on all capital assets, including Fixed Assets, reported in the School's financial statements other than land, permanent improvements to land, and construction-in-progress.

Pro-Rate convention states that Fixed Assets are acquired throughout an accounting period and, likewise are disposed of throughout an accounting period. The decision as to when depreciation begins or ends is as follows: Depreciation commences in the month of acquisition and the Book Value is removed in the year of disposal. The "Book Value" is the original cost less accumulated depreciation.

Useful lives of Fixed Assets are expressed in terms of the probable years of service. The School has established the following categories of useful lives for its capital assets:

Land Improvements	10 years
Buildings & Additions	20 years
Building Improvements	20 years
Furniture, Fixtures, and Equipment	5 years
Computers	3 years
Software	3 years

Physical Inventory of Fixed Assets

A periodic inventory of Fixed Assets is necessary for accountability and control. The inventory confirms or refutes the reliability of the property management system.

The inventory taking process is initiated by the School in order to:

1. Confirm and validate Fixed Asset records and/or
2. Comply with legal, auditing/reporting and insurance requirements.

Inventories should take place on a periodic basis (preferably near the fiscal year end), especially for furniture, fixtures and equipment characterized as movable.

Grant Programs

Upon receipt of grant award notice, a budget document is prepared in the State's CCIP system and then submitted to the Fiscal Officer for review and processing. Once approved by the Fiscal Officer, it is then approved by the Executive Director and then forwarded to the Ohio Department of Education for review and approval.

Final approved budgets are returned to the Fiscal Officer and are made part of the School's operating budget. The Fiscal Officer is then responsible for monitoring grant award budgets. The School official or program coordinator acts a control agent and is responsible for monitoring any specific compliance issues related to the grant.

Project Cash Requests

The Fiscal Officer shall complete and submit project cash requests related to approved grant programs once a month. For the most part, requests for program cash will be supported by expenditures made by the school in the month prior (negative cash request). Additionally, the School will submit requests for ADVANCE funds only in amounts that are necessary for immediate cash needs (expected to be liquidated within the next 30 days).

Final Expenditure Reports

At the conclusion of each grant program period and by the due date required the Fiscal Officer shall submit Final Expenditure Reports for each program detailing and certifying the total amounts expended or obligated during the reporting period. All amounts reported on the Final Expenditure Report shall be supported by underlying financial records that reflect amounts paid to eligible employees and vendors.

Overall, the School shall follow all applicable provisions of the Education Department General Administrative Regulations (EDGAR).

Month End Closing Procedures

On a monthly basis, the Fiscal Officer will conduct month end closing procedures to ensure the monthly statements are reconciled and reflective of the true financial position of the School. The Fiscal Officer will produce a set of financial statements consisting of at least the following:

- Statement of Net Assets (Balance Sheet)
- Statement of Revenues, Expenses, and Changes in Net Assets (Income Statement)
- Statement of YTD Budget versus YTD Actual
- YTD Check Register
- Bank Reconciliation for all accounts
- Accounts Payable Aging

These statements will be presented to the Board of Directors at the regularly scheduled meetings for approval. On a monthly basis, the financial statements will be also submitted to the School's Sponsor according to the required schedule.

Audit

The School will undergo an annual independent financial audit by the Ohio Auditor of State or other qualified auditing firm approved by the Auditor of State. The META Solutions Finance office will prepare annual financial statements in accordance with Generally Accepted Accounting Principles (GAAP). Such statements may be prepared by the Local Government Services of AOS or a CPA Firm if mutually agreed to by META Solutions and TDA. The auditor will perform their audit in accordance with Generally Accepted Government Auditing Standards (GAGAS) to determine whether the financial statements are fairly presented, financial reporting controls and policies have been properly designed and implemented, and whether the School has complied with all applicable laws and regulations. The auditor shall only render an opinion on the fair presentation of the financial statements. Additionally, if the School has expended over \$500,000 in federal monies, the auditor shall be required to perform a Single Audit of the School in accordance with OMB Circular A-133. Throughout the course of any audit, the Fiscal Officer will support the School and audit team by answering questions, being a liaison between the School and the audit staff, and providing all of the underlying records that support the amounts and disclosures contained in the School's financial statements.

EXHIBIT 5:
Management Agreement

for the
TRECA DIGITAL ACADEMY

[Attached META Service Agreements]



MARION OFFICE
100 Executive Drive
Marion, OH 43302
P: 740 389 4798
F: 740 389 4517

COLUMBUS OFFICE
2100 Citygate Drive
Columbus, OH 43219
P: 614 473 8300
F: 614 473 8324

MASTER SERVICE AGREEMENT

This agreement for the provision of Services (the "Agreement") is entered into on SEPTEMBER 1, 2016 by and between META Solutions (the "Provider" or "META") and TRECA Digital Academy (the "School")(collectively the "Parties" or the "Party").

Purpose & Background

META is an information technology center organized as a regional council of governments. The School is a community school pursuant to Ohio Revised Code Chapter 3314.

In exchange for the agreements outlined herein and other good and valuable consideration the Parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be for a one-year period beginning September 1, 2016 and ending June 30, 2017

II. PROVIDER'S GENERAL RIGHTS AND RESPONSIBILITIES

- A. META shall provide the School those services included on Schedule I of this Agreement (the "Services").
- B. META will provide and implement software upgrades associated with the Services within a reasonable time following receipt, and will provide training to School on such upgrades as necessary for School to effectively utilize Services.
- C. META will be the point of contact for all service problems experienced by School related to the provision of Services. If EMIS Services are provided as included Services under this Agreement, META will work with School to fix EMIS fatal errors that may be generated regarding School's data.
- D. META will comply with any security standards necessary to meet state and federal auditing requirements. META will require current written authorization from School authorizing User access to, or the discontinuance of access to, username and password protected data.
- E. To comply with a change in governing law or regulatory requirements, or changes to any applicable Third-Party Agreement, META may discontinue or limit Services and/or impose additional restrictions or requirements on such Services upon thirty (30) days' written notice to School.
- F.
- G. In the event the School's access to or use of the Services is in violation of the rules and regulations of the State Board of Education; or in violation of this Agreement; or in violation of any applicable Third-Party Agreement; or in violation of state or federal law; or the School knowingly permits or encourages unauthorized access to the Services, META reserves the right to discontinue School's access to the Services; provided however, META provides notice of such violation to the School and provides the School a reasonable time to cure such violation.

- H. The Parties acknowledge that META has offered the School at least the minimum state-subsidized services as identified in Ohio Administrative Code and required by the Ohio Department of Education.¹ META shall conform to the quality implementation standards, as defined by the Ohio Department of Education for all core services. Any delays in META's performance of its obligation hereunder shall be excused to the extent that such delays may be due to causes not within META's control.

III. SCHOOL'S GENERAL RIGHTS AND RESPONSIBILITIES

- A. School shall comply with all applicable laws and terms of this Agreement.
- B. School shall undertake its obligations set forth in the attached Schedule(s).
- C. School agrees to timely pay META as set forth in the attached Schedule(s).
- D. School is responsible for entering accurate data into the software and/or systems under this Agreement, for maintaining the data, and for checking the accuracy of such data.
- E. School shall not resell access to any of the Services provided under this Agreement.
- F. School may utilize the Services provided hereunder only for educational and educational administrative-related services.
- G. If requested for an audit of META or its Services, School will provide necessary information to
- H. School is solely responsible for unauthorized access to the Services or data which the School causes.

IV. SCHOOL PAYMENTS

- A. School agrees to be solely responsible to META for all charges billed by META for Services provided to School under this Agreement. Charges for the Services provided under this Agreement are set forth in attached Schedule(s). Charges will be billed to School on a on a monthly basis from September 1, 2016 to June 30, 2017.
- B. Where charges set forth in attached Schedule 1 are based upon the number of students in the School's system, such number of students will be the Average Daily Membership – Head Count (as that term is used by the Ohio Department of Education).
- C. META may at its sole discretion terminate or suspend the Services to School if any invoice payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights META may have for full payment.

V. WARRANTIES AND LIMITATIONS ON LIABILITY

- A. META DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET ANY SPECIFIC SCHOOL OR USER REQUIREMENTS, OR THAT SERVICES PROVIDED WILL BE ERROR FREE OR UNINTERRUPTED; NOR SHALL META BE LIABLE FOR ANY ACTUAL DAMAGES OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING AS A RESULT OF LOSS OF DATA OR MISINFORMATION) SUSTAINED IN CONNECTION WITH THE USE, OPERATION, OR INABILITY TO USE META'S SERVICES BY SCHOOL OR ITS USERS. THE AGGREGATE LIABILITY OF META FOR ALL ACTIONS IN CONTRACT AND/OR TORT (INCLUDING NEGLIGENCE AND PRODUCTS LIABILITY) SHALL BE LIMITED

¹ OAC 3301-3-01 (B)(5), Effective 05/22/2010

TO THE FEES PAID BY SCHOOL IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES.

- B. School understands and agrees that META will exercise no control over the information that School and its Users may transmit and receive as a result of the provision of Services by META. School assumes full responsibility for any and all access to, transmission and usage information accessed or sent by its Users through the Services.
- C. School understands and agrees that META shall have no responsibility for School's or its Users' accessing or transmitting offensive or unlawful information, interference or unlawful access to others' information or networks, or other offense or unlawful activity for which META's Services may be used.
- D. School agrees that META shall not be liable for failure to provide Services if such failure is caused by acts of God, epidemics, lightning, winds, fires, landslides, floods, earthquakes, droughts, famines, acts of public enemies, explosions, insurrection, military action, sabotage, riots, civil disturbances, failure of a utility or utility-type services which is essential for META to provide the Services, or other event(s) not reasonably within the control of META.
- E. School agrees that META shall not be liable as a result of the actions, errors, omissions, or negligence of School or its personnel, employees, agents, or Users.
- F. School agrees that META shall not be liable with regards to third parties for any action, error, omission, or negligence of School and/or its Users.

VI. PROPERTY

- A. Any hardware and/or software installed by META in regards to the Services provided under this Agreement remain the property of the META. In the event this Agreement is terminated, School agrees to permit META to remove any such hardware and/or software as soon as may be reasonably practicable after the date of termination.
- B. Any data files shall remain the property of School. In the event this Agreement is terminated, META agrees to return all available files to School as soon as may be reasonably practicable after the date of termination.
- C. All hardware/software identified in Schedule II will become property of TRECA Digital Academy at the conclusion of this agreement, with outlined fees to be paid on a pro-rated, monthly basis.

VII. CONFIDENTIALITY OF INFORMATION

- A. META shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by School, to the extent required by law. META explicitly acknowledges any obligations it may have under the Family Education Rights and Privacy Act.
- B. Except as required by law, META agrees not to disclose any materials, information, or other data relating to School's operations to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from School.
- C. Except as required by law or the School's sponsor contract, School agrees not to disclose any information or documentation obtained from META.

VIII. NOTICES

All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail

or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to META:

Name: META Solutions
c/o Contracts & Accounts
Address: 100 Executive Dr.
City/State/Zip: Marion, OH 43302
Phone: (740) 389-4798
Facsimile: (740) 389-4517
E-mail:

2. If to School:

Name: TRECA DIGITAL ACADEMY
Address: 100 EXECUTIVE DRIVE
City/State/Zip: MARION, OH 43302
Phone: 740-389-4798
Facsimile: 740-389-6695
E-mail: _____

I. GENERAL PROVISIONS

- A. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.
- B. **Assignments.** This Agreement and the rights, duties, and/or responsibilities herein may not be assigned to another individual or entity without the written consent of the non-assigning party to this Agreement.
- C. **Modification, Waiver, Discharge, etc.** This Agreement may not be discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- D. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- E. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto, including Users as defined by this Agreement.
- F. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- G. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter

hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

- H. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- I. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio, without regard to conflict of laws provisions. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the terms "include" or "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine, and neuter genders include one another.
- J. **Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the use of the Services. School agrees to provide such written evidence of the approval of this Agreement as may be required by law. In the event of a dispute between the parties hereto to enforce any term of this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
- K. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing, including the sections regarding warranties and limitations on liability. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

By signing this Agreement, the individuals indicate all of the following:

1. They are authorized to sign on behalf of their respective entities; and
2. That they have read, understand and agree to the terms of this Agreement, including the provisions of the attached Schedules which is hereby incorporated into this Agreement by reference, on behalf of their respective entities; and
3. All information provided in connection with this Agreement is true and accurate; and
4. This Agreement has been approved by formal action of the Board of the respective entity.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

FOR SCHOOL:

TRELA DIGITAL ACADEMY

Printed name of School



Signature of Authorized School Representative

1/3/17
Date

ADAM CLARK
Printed name of Authorized School Representative

FOR PROVIDER:

META Solutions
Wahylman
Authorized Signature

1-3-17
Date

WADE LUCAS
Printed name of Authorized Signature



Corporate Address
100 Executive Drive
Marion, Ohio 43302
P. 740 389 4798
F. 740 399 4517


SCHEDULE I SUMMARY OF COSTS

This schedule is hereby made a part of the Agreement for 2016-17 by and between the TRECA Digital Academy and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Services	Annual Charge
1. Hosting Services	\$2,500/Month (\$30,000 yr)
2. EMIS Support	\$1,600/month (\$19,200 yr)
3. Telephony/VOIP (6 office locations + remote staff)	\$35/user/month x 119 users (\$49,980 yr)
4. HR Services (payroll, benefits, onboarding, time/leave tracking, etc...)	\$10,000/month (\$120,000 yr)
5. Treasurer/Fiscal Services	\$7,000/month (\$84,000 yr)
6. Software Development & Support/Maintenance (Engagement Tracker / Assessment Scheduler / Summer School Registration / TDA Calendars)	\$100/hour 30hr/month = \$3,000/month (\$36,000 yr)
7. OnBase Document Storage	\$8,500 yr
Total	\$347,680 yr


TRECA Digital Academy Authorized Signature

Date: 1/3/17


Meta Authorized Signature

Date: 1-3-17




Corporate Address
100 Executive Drive
Marion, Ohio 43302
P: 740 389 4798
F: 740 389 4517


SCHEDULE II SUMMARY OF ASSETS

This schedule is hereby made a part of the Agreement for 2016-17 by and between the TRECA Digital Academy and Meta Solutions. Ownership of the items below will be transferred to TRECA Digital Academy at the conclusion of the agreement.

Services	Charges
Software: Evolve SIS, Engagement Trackers, Assessment Scheduler, Summer School Registration, TDA Registration)	\$600,000
TDA Student Equipment (Computers, Printers & Scanners)	\$152,500
Office furniture and equipment (All 6 office locations)	\$77,960
TDA Staff Equipment (all equipment assigned to TDA staff members)	\$40,000
Domains: tdaonline.org, tdalearn.org, treca.org, learnonline.org	N/A
Total	


TRECA Digital Academy Authorized Signature

Date: 1/3/17


Meta Authorized Signature

Date: 1-3-17



MARION OFFICE
100 Executive Drive
Marion, OH 43302
P: 740 389 4798
F: 740 389 4517

COLUMBUS OFFICE
2100 Citygate Drive
Columbus, OH 43219
P: 614 473 8300
F: 614 473 8324

SERVICE AGREEMENT

Hosting

This agreement for the provision of Hosting ("Agreement") is entered into between **META Solutions** ("Provider") TRECA Digital Academy ("Customer").

I. Term. This Agreement shall be binding with services to be provided starting September 1, 2016 through and until June 30, 2017.

II. Service.

- A. META shall provide a server environment that complies with Evolve SIS server requirements for both production and test environments.
- B. META shall provide a server environment that complies with Moodle LMS server requirements for a production environment.
- C. META shall provide a server environment that complies with all necessary performance requirements for the customer's Ohio Assessment System, Student Engagement Tracker, Curriculum Database and Student & Summer School Registration platforms.
- D. META shall provide all necessary licensing for the server environments.
- E. META shall monitor, backup and maintain the server environments.

III. Limitations.

META shall not be responsible for any issue related to the hosted applications; however META shall work with the customer to resolve any such issue that may occur.

IV. Fees. For the services defined herein, and in accord with the terms of the Agreement, Customer shall pay META the amount of **\$2500 per month (USD)** for hosting the applications identified within this agreement.

V. Miscellaneous.

- A. Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.
- B. The following provisions define META's entire liability with respect to claims arising in any way out of the provision of or failure to provide the service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; and any representations, statements, or tortious act or omission including negligence or gross

negligence arising under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default"). META shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages, including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or META had been advised of the possibility of such damages. META, from time to time, will be requested to provide consultation related to service described within this Agreement. META will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, META's liability for damages for breach of this Agreement shall in no event exceed the amounts received by META under this Agreement.

- C. Customer agrees that it and its employees and students will not use any services under this Agreement in connection with religious or illegal purpose or activity. Customer further agrees that its use and that of its employees and students will be in accordance with META's conditions, rules, recommended Acceptable Usage Policy, and regulations as specified by manuals, User Guides, memoranda, or other means either supplied or made available to Customer. Customer will use its best efforts to inform its employees and students of these conditions, rules and regulations, and Customer will take actions, in cooperation with META staff, to enforce compliance with those conditions, rules and regulations.

VI. Authorization


TRECA Digital Academy Authorized Signature

1/3/17
Date


META Authorized Signature

1-3-17
Date



MARION OFFICE
100 Executive Drive
Marion, OH 43302
P: 740 389 4798
F: 740 389 4517

COLUMBUS OFFICE
2100 Citygate Drive
Columbus, OH 43219
P: 614 473 8300
F: 614 473 8324

SERVICE AGREEMENT EMIS SUPPORT

This agreement for the provision of CORE Service Support ("Agreement") is entered into between META ("Provider") and the TRECA Digital Academy ("Customer").

I. Term. This Agreement shall become effective upon signature with services to be provided starting September 1, 2016 through and until June 30, 2017. Either party, upon 60 days written notice to the other party, may terminate this Agreement.

II. Description of Services: EMIS Support

A. Deliverables

1. EMIS support services will consist of training, support, distribution of reports and coordination of Customer district information.
2. META will provide scheduled, necessary training, as determined by META, geared to promote the ability of Customer to accurately enter data that impacts EMIS.
3. Trainings will be held at a time and location as designated by META in coordination with Customer.
4. In addition to training, META will provide additional support in the form of meetings with Customer personnel, as scheduled by META through coordination with the Customer, to discuss and review reports from ODE.
5. META provided training and support will be delivered through on-site contact, conference calls or other digital/technological means as determined by META.

B. Responsibilities. Customer agrees to obtain at its own expense the additional service(s), software program(s), and equipment or device(s) necessary for the transmission or receipt of computer service(s) at its location(s), excluding those specifically supplied herein; those referenced additional services and items include, but are not limited to, microcomputers, suitable data sets and telephone line service or other applicable data communications facilities including connections to other facilities of Customer. Alternatively, these services can be supplied by META through the execution of a separate agreement at additional cost.

III. Fees. For the services defined herein, and in accord with the terms of the Agreement, Customer shall pay META **\$1,600.00 (USD)** per month over the term of this Agreement, payable according to META's quarterly invoice terms.

IV. Additional Terms.

A. Change Orders. Changes to an Agreement may only be made by written change orders ("Change Orders"), signed/authorized by the parties, setting forth the nature of the change and the specific amendment to the applicable portions of the Project Agreement, including a fee or hours required estimate for the revised Project scope. The terms and conditions of this Agreement may not be amended by a Change Order, but only by written amendment as provided in this Agreement.

- B. Performance. META represents and warrants that it shall: (i) perform all services provided under this Agreement in a timely, workmanlike manner consistent with industry standards reasonably applicable to the performance of such services; (ii) use adequate numbers of qualified individuals with suitable training, education, experience and skill in performing the services; and (iii) perform the services in an efficient and cost effective manner. In addition, META represents and warrants that it has all rights, titles, licenses, permissions and approvals necessary to perform its obligations (including the Services) under this Agreement. META, in conjunction with its personnel, shall determine the method, manner, and means of performing the Services. The Customer may not control the manner or determine the method of accomplishing the Services. The Customer may, however, require personnel of META to observe at all times the written security and safety policies of Customer. In addition, the Customer shall be entitled to exercise a broad general power of supervision and control over the provision of such Services to ensure satisfactory performance. This power of supervision shall include the right to inspect, make suggestions or recommendations as to the details of the Services, and request modifications to the scope of a work assignment.
- C. Assignment of Personnel. Except as otherwise specified herein, META shall, in its sole discretion, determine the assignment of its personnel for providing the Services. META shall endeavor to honor a request for a specific associate, subject to staffing or scheduling considerations. META shall require that all META employees and agents shall at all times comply with Customer's health, safety, security, and environmental practices, policies and procedures while on a Customer owned or operated site. Customer may request that META remove any META employees or agents not so complying.
- D. Warranties. Other than those explicitly provided for in writing herein, META makes no other warranty, express or implied, with respect to the Products or Services. META DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES OR THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF CUSTOMER AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING THROUGH THE USE BY META OF ANY SAMPLES OR DEMONSTRATIONS, ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

E. PROPERTY

1. Any hardware and/or software installed by Provider in regards to the Services provided under this Agreement remain the property of the Provider. In the event this Agreement is terminated, Customer agrees to permit Provider to remove any such hardware and/or software as soon as may be reasonably practicable after the date of termination.
 2. Any data files shall remain the property of Customer. In the event this Agreement is terminated, Provider agrees to return all available files to Customer as soon as may be reasonably practicable after the date of termination.
- F. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

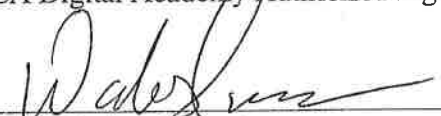
- G. Assignments. This Agreement and the rights, duties, and/or responsibilities herein may not be assigned to another individual or entity without the written consent of the non-assigning party to this Agreement.
- H. Modification, Waiver, Discharge, etc. This Agreement may not be discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- I. Captions. The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- J. Rights of Persons Not Parties. Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto, including Users as defined by this Agreement.
- K. Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- L. Entire Agreement. This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.
- M. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- N. Construction. This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio, without regard to conflict of laws provisions. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the terms "include" or "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine, and neuter genders include one another.
- O. Compliance with Law. Each party agrees to comply with all governmental laws and regulations applicable to the use of the Services. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- P. Fully Understand and Freely Enter. The undersigned hereby acknowledge that they have read and understand the foregoing, including the sections regarding warranties and

limitations on liability. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

V. Authorization


TRECA Digital Academy Authorized Signature

1/3/17
Date


META Authorized Signature

1-3-17
Date

FOR INTERNAL USE:

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Acknowledgement of Receipt



MARION OFFICE
100 Executive Drive
Marion, OH 43302
P: 740 389 4798
F: 740 389 4517

COLUMBUS OFFICE
2100 Citygate Drive
Columbus, OH 43219
P: 614 473 8300
F: 614 473 8324

Service Agreement IP TELEPHONY

This exhibit is hereby made part of the IP Telephony Service Agreement (the "Agreement") entered between the META and TRECA Digital Academy, Customer as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Charges will be incurred for only those Services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below. Any additional services will be billed monthly as incurred.

1. Services

The Services provided and their attendant costs are set forth on Schedule 1-a attached hereto and incorporated herein by reference.

2. META Obligations

- a. The META will provide sufficient training of Customer's personnel to permit Customer to perform all functions and procedures associated with the IP Telephony connection.
- b. The META will plan and coordinate all activities incidental to the implementation of the IP Telephony connection.
- c. The META will assume all responsibilities for the physical IP Telephony system up to and including the handset included in an IP Telephony connection.

3. Customer's Obligations

- a. Customer will make its personnel and records available to the extent necessary to facilitate the planning, training and implementation process of the IP Telephony connection.
- b. Customer agrees not to resell any IP Telephony services provided by the META.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER:

Printed name of Customer

«Customer»

Adam Clark
Signature of Officer or Manager for the Customer

1/3/17
Date

ADAM CLARK
Printed name of Officer or Manager for Customer

PROVIDER:

META SOLUTIONS
Printed name of Provider

Wade Lucas «Date» 1-3-17
Signature of Executive Director

WADE LUCAS
Printed name of Executive Director

Schedule 1-a

Summary of Costs

This exhibit is hereby made part of the Agreement by and between META and the TRECA Digital Academy. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Services			
Customer agrees to purchase from the META, and META agrees to provide to Customer, the following services (the "Services") as listed below per the terms and conditions set forth in this agreement.			
Product/Service	Number of Users	Monthly Fee	Contract Term
Hosted VoIP Software	120	\$35/month/user	9/1/16 – 6/30/17

VoIP: «Customer»



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SERVICE AGREEMENT

HUMAN RESOURCES

META and TRECA Digital Academy ("Client") have entered into a Member Service Agreement for services, effective September 1, 2016 (the "Agreement"). Client hereby engages META, and META agrees to provide the Extended Services described in this statement of work ("SOW") in accord with the terms set forth in the Agreement. Any capitalized terms used in this SOW will have the meaning assigned them in this SOW, or, if not defined in this SOW, those assigned them in the Agreement.

I. Term. This SOW shall become effective upon signature with services to be provided through June 30, 2017.

II. Description of HR Services:

1. Deliverables. META shall provide qualified personnel to serve HR functions of TRECA Digital Academy. In this capacity such personnel shall be responsible for the following duties, including but not limited to;
 - a. Recruitment and onboarding of new employees
 - b. Employee benefits consultation and procurement
 - c. Employee payroll processing
 - d. Employee time, leave and reimbursement tracking and processing
 - e. Compliance assistance pertaining federal, state, and local employment-related laws and regulations
2. Responsibilities. Client shall:
 - a. Provide all reports, notices and other documents necessary for, or that will facilitate the ability of, META to perform the Services contained herein;
 - b. Provide access to all necessary files and information required to perform said services;

III. Fees. For the services defined herein, and in accord with the terms of the Agreement, Client School shall pay META \$10,000.00 USD per month for Human Resources service over the term of this SOW, payable according to META's quarterly invoice terms.


IV. Additional Terms

- A. Change Orders. Changes to a SOW may only be made by written change orders ("Change Orders"), signed/authorized by the parties, setting forth the nature of the change and the specific amendment to the applicable portions of the Project Agreement, including a fee or hours required estimate for the revised Project scope. The terms and conditions of this Agreement may not be amended by a Change Order, but only by written amendment as provided in this Agreement.
- B. Performance. META represents and warrants that it shall: (i) perform all services provided under this SOW in a timely, workmanlike manner consistent with industry

standards reasonably applicable to the performance of such services; (ii) use adequate numbers of qualified individuals with suitable training, education, experience and skill in performing the services; and (iii) perform the services in an efficient and cost effective manner. In addition, META represents and warrants that it has all rights, titles, licenses, permissions and approvals necessary to perform its obligations (including the Services) under this SOW. META, in conjunction with its personnel, shall determine the method, manner, and means of performing the Services. The Client may not control the manner or determine the method of accomplishing the Services. The Client may, however, require personnel of META to observe at all times the written security and safety policies of Client. In addition, the Client shall be entitled to exercise a broad general power of supervision and control over the provision of such Services to ensure satisfactory performance. This power of supervision shall include the right to inspect, make suggestions or recommendations as to the details of the Services, and request modifications to the scope of a work assignment.

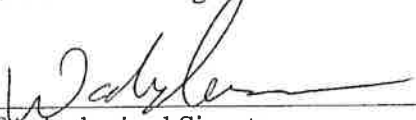
- C. Assignment of Personnel. META shall, in its sole discretion, determine the assignment of its personnel for providing the Services. META shall endeavor to honor a request for a specific associate, subject to staffing or scheduling considerations. META shall require that all META employees and agents shall at all times comply with Customer's health, safety, security, and environmental practices, policies and procedures while on a Client owned or operated site. Client may request that META remove any META employees or agents not so complying.
- D. Warranties. Other than those explicitly provided for in writing herein, META makes no other warranty, express or implied, with respect to the Products or Services. META DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES OR THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF CUSTOMER AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING THROUGH THE USE BY META OF ANY SAMPLES OR DEMONSTRATIONS, ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

V. Authorization



Client Authorized Signature

1/3/17
Date



META Authorized Signature

1-3-17
Date

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Acknowledgement of Receipt



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SERVICE AGREEMENT

FISCAL/TREASURER SERVICES

META and TRECA Digital Academy ("client") have entered into an Agreement for services effective September 1, 2016. Client hereby engages META, and META agrees to provide the services described in this statement of work ("SOW") in accord with the terms set forth in the Agreement. Any capitalized terms used in this SOW will have the meaning assigned them in this SOW, or, if not defined in this SOW, those assigned them in the Agreement.

I. Term. This SOW shall become effective upon signature with services to be provided through June 30, 2017.

II. Description of Services:

A. Extended Fiscal Support


1. Deliverables. META shall provide qualified personnel to serve as Treasurer of record for Client. In this capacity such personnel shall be responsible for the duties of a school treasurer including but not limited to;
 - a. File all local, state and federal financial reports prior to the deadlines established by law;
 - b. Prepare monthly financial reports for the Board of Education meetings;
 - c. Prepare monthly bank statements and reconciliation reports;
 - d. Prepare insurance reconciliation and payment submission;
 - e. Prepare Project Cash Requests (PCRs) for state and federal grants;
 - f. Prepare update and submission of five year financial forecast;
 - g. Prepare enrollment and termination of insurance coverage for employees;
 - h. Process all workers compensation and unemployment claims;
 - i. Manage any and all liability insurance claims;
 - j. Update forms for insurance renewal;
 - k. Update and maintain the district's budget by individual building;
 - l. Deposit and transfer funds as needed; enter receipts and check on-line funds daily;
 - m. Approve invoice and requisition listings;
2. Responsibilities. Client shall:
 - a. Provide all reports, notices and other documents necessary for, or that will facilitate the ability of, META to perform the Services contained herein;
 - b. Provide access to all necessary files and information required to perform said services;

III. Fees. For the services defined herein, and in accord with the terms of the Agreement, Client School shall pay META \$7,000 USD per month, payable according to META's quarterly invoice terms.


IV. Additional Terms

- A. Performance. META represents and warrants that it shall: (i) perform all services provided under this SOW in a timely, workmanlike manner consistent with industry standards reasonably applicable to the performance of such services; (ii) use adequate numbers of qualified individuals with suitable training, education, experience and skill in performing the services; and (iii) perform the services in an efficient and cost effective manner. In addition, META represents and warrants that it has all rights, titles, licenses, permissions and approvals necessary to perform its obligations (including the Services) under this SOW. META, in conjunction with its personnel, shall determine the method, manner, and means of performing the Services. The Client may not control the manner or determine the method of accomplishing the Services. The Client may, however, require personnel of META to observe at all times the written security and safety policies of Client. In addition, the Client shall be entitled to exercise a broad general power of supervision and control over the provision of such Services to ensure satisfactory performance. This power of supervision shall include the right to inspect, make suggestions or recommendations as to the details of the Services, and request modifications to the scope of a work assignment.
- B. Assignment of Personnel. META shall, in its sole discretion, determine the assignment of its personnel for providing the Services. META shall endeavor to honor a request for a specific associate, subject to staffing or scheduling considerations. META shall require that all META employees and agents shall at all times comply with Customer's health, safety, security, and environmental practices, policies and procedures while on a Client owned or operated site. Client may request that META remove any META employees or agents not so complying.
- C. Warranties. Other than those explicitly provided for in writing herein, META makes no other warranty, express or implied, with respect to the Products or Services. META DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES OR THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF CUSTOMER AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING THROUGH THE USE BY TRECA OF ANY SAMPLES OR DEMONSTRATIONS, ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

V. Authorization


Client Authorized Signature

1/3/17
Date


META Authorized Signature

1-3-17
Date

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SERVICE AGREEMENT PROGRAM DEVELOPMENT

This agreement for the provision of Program Development ("Agreement") is entered into between META Solutions ("Provider") and the TRECA Digital Academy ("Customer").

I. Term. This Agreement shall be effective for all services covered herein beginning September 1, 2016, and shall thereafter remain in full force and effect through June 30, 2017. Either party, upon 60 days written notice to the other party, may terminate this Agreement. In the event of default to any of the terms and conditions of this Agreement, the non-defaulting party may serve notice to terminate this Agreement. Upon notice, the defaulting party shall have ten (10) days to remedy its default prior to termination.

II. Description of Services

A. Deliverables. Pursuant to Customer's procurement procedures, Customer has selected, and META, having deemed its ability to adequately handle the provisions of such, shall provide, the following:

- Application Support – META will assist with the development and maintenance regarding any new changes, updates, evaluations, and addendums related to the customer's Ohio Assessment System, Student Engagement Tracker, and Student & Summer School Registration platforms.
- META and Customer shall establish project deadlines and schedule calls to determine the progress of said projects.
- META shall provide Customer an estimate (timeline, cost, etc) for any new applications which will require additional Agreements.

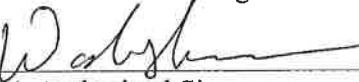
B. Responsibilities. Customer shall: provide open communication through designated personnel; follow formalized work order process; and be responsible for all Customer software and hardware as needed.

III. Fees. For the services defined herein, and in accord with the terms of the Agreement, Customer shall pay META at a rate of \$100.00 per hour for actual hours of service used not to exceed a total of **360 hours** over the term of this Agreement, payable according to META's quarterly invoice terms.

IV. Authorization


Customer Authorized Signature

1/3/17
Date


META Authorized Signature

1-3-17
Date

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SERVICE AGREEMENT ONBASE

This agreement for the provision of OnBase document storage ("Agreement") is entered into between **META Solutions** ("Provider") and the TRECA Digital Academy ("Customer").

I. Term. This Agreement shall be binding with services to be provided starting September 1, 2016 through and until June 30, 2017.

II. Deliverables. META shall provide the following services:

- A. Archival of Customer related imaged historical records and documents such as fiscal documents, board documents, student documents and other documents that require long term storage in electronic format.
- B. Store documents indefinitely at META's datacenter using the Hyland OnBase Document Archival software. The document images are stored in multiple locations, including META's alternate site
- C. Provide the licensing for Hyland OnBase software products offered by META to the Customers.
- D. Provide normal staff training and support to the Customer end users of the META implementation of Hyland OnBase storage and archival solution. If additional training is required outside of the normal implementation and training, charges may apply.
- E. Manage and administer all Hyland OnBase Servers and licensing that support the META implementation of Hyland OnBase storage and archival solution.
- F. Update and upgrade the Hyland OnBase Storage solution and servers, as required by Hyland OnBase, and retain the certified onsite Hyland OnBase Administrator.
- G. Install the necessary predetermined taxonomy and database tables required by most Customers for the Hyland OnBase solution with potential for making changes requested by the Customer. If requested taxonomy strays considerably beyond the predetermined taxonomy, additional consulting hours may be required.
- H. META will make best effort to work with 3rd party vendors on integration. However, META solutions is not the 3rd party vendor customer and the Customer will need to help coordinate with the vendor on such issues. Depending on the project scope, vendor integration may be outside the normal contract scope, and require additional consulting hours.
- I. META will continue to review Hyland OnBase modules and innovations for better functionality.

III. Responsibilities. Customer shall:

- 1. Provide open communication through designated Customer personnel;
- 2. Follow formalized work order process;

3. Address PC issues related to configuration of disconnected scanning;
4. Will provide the end user with required permissions and rights to make the connection to the OnBase web application using a web browser such as Internet Explorer. The exception to the web based/browser-based implementation is the Hyland OnBase Disconnected scanning software.
5. Document scanning is the responsibility of the customer and not META. This can be achieved with disconnected scanning, contracting with a 3rd party and other OnBase methods of importing documents.
6. If the Customer is using a 3rd party document imaging company to scan documents the Customer is responsible to organize the documents before sending them to the 3rd party document imager.

IV. Fees. For the services defined herein, and in accord with the terms of the Agreement, Customer shall pay META \$8,500.00 (USD) per year.

V. Additional Terms.

- A. Authentication with a username and password is necessary for Customer end users to have access to view, print, or interact with document images based in predetermined and pre-established security groups. Accounts will be required to meet META password policies.
- B. A single hi-speed scanner is provided as a part of META Hyland OnBase document storage solution. The scanner would be connected to a Customer owned PC/Workstation. Hyland OnBase Disconnected Scanning software would then be installed on the Customer owned PC/Workstation. If META cannot configure disconnected scanning due to PC issues, it is the Customer responsibility to address these issues. Please note META is not responsible for Customer owned equipment and will not troubleshoot Customer PC problems.
- C. Change Orders. Changes to an Agreement may only be made by signed/authorized written change orders ("Change Orders"), setting forth the nature of the change and the specific amendment to the applicable portions of the Project Agreement, including a fee or hours estimate required for the revised Project scope. The terms and conditions of this Agreement may not be amended by a Change Order, but only by written amendment as provided in this Agreement.
- D. Performance. META represents and warrants that it shall: (i) perform all services provided under this Agreement in a timely, workmanlike manner consistent with industry standards reasonably applicable to the performance of such services; (ii) use adequate numbers of qualified individuals with suitable training, education, experience and skill in performing the services; and (iii) perform the services in an efficient and cost effective manner. In addition, META represents and warrants that it has all rights, titles, licenses, permissions and approvals necessary to perform its obligations (including the Services) under this Agreement. META, in conjunction with its personnel, shall determine the method, manner, and means of performing the Services. The Customer may not control the manner or determine the method of accomplishing the Services. The Customer may, however, require personnel of META to observe at all times the written security and safety policies of Customer. In addition, the Customer shall be entitled to exercise a

broad general power of supervision and control over the provision of such Services to ensure satisfactory performance. This power of supervision shall include the right to inspect, make suggestions or recommendations as to the details of the Services, and request modifications to the scope of a work assignment.

- E. Assignment of Personnel. META shall, in its sole discretion, determine the assignment of its personnel for providing the Services. META shall endeavor to honor a request for a specific associate, subject to staffing or scheduling considerations. META shall require that all META employees and agents shall at all times comply with Customer's health, safety, security, and environmental practices, policies and procedures while on a Customer owned or operated site. Customer may request that META remove any META employees or agents not so complying.
- F. Warranties. Other than those explicitly provided for in writing herein, META makes no other warranty, express or implied, with respect to the Products or Services. META DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES OR THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF CUSTOMER AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING THROUGH THE USE BY META OF ANY SAMPLES OR DEMONSTRATIONS, ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

VI. Miscellaneous.

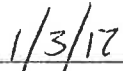
- A. Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.
- B. The following provisions define META's entire liability with respect to claims arising in any way out of the provision of or failure to provide the service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; and any representations, statements, or tortuous act or omission including negligence or gross negligence arising under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default"). META shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages, including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or META had been advised of the possibility of such damages. META, from time to time, will be requested to provide consultation related to service described within this Agreement. META will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other

provisions of this section and this Agreement, META's liability for damages for breach of this Agreement shall in no event exceed the amounts received by META under this Agreement.

- C. Customer agrees that it and its employees and students will not use any services under this Agreement in connection with any commercial, religious, or illegal purpose or activity. Customer further agrees that its use and that of its employees and students will be in accordance with META's conditions, rules, recommended Acceptable Usage Policy, and regulations as specified by manuals, User Guides, memoranda, or other means either supplied or made available to Customer. Customer will use its best efforts to inform its employees and students of these conditions, rules and regulations, and Customer will take actions, in cooperation with META staff, to enforce compliance with those conditions, rules and regulations.

VII. Authorization


Customer Authorized Signature


Date


META Authorized Signature

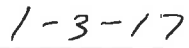

Date

EXHIBIT 6:
Management and Administration Plan

for the
TRECA DIGITAL ACADEMY

Not-for-Profit Corporation

As required by Section 3314.03 of the Ohio Revised Code, the TRECA Digital Academy ("SCHOOL") has been organized and operates as a nonprofit corporation established under Chapter 1702 of the Ohio Revised Code.

Governing Body

the governing authority of the SCHOOL is the TRECA Digital Academy Board of Directors ("Board of Directors"). The Board of Directors is responsible for:

- helping create, approve, and monitor the School's annual budget;
- developing policies to guide the operation of the School;
- securing funding for the School;
- maintaining a commitment to the vision, mission, and belief statements of the School and the children it serves.

The Board of Directors is the final governing authority of the SCHOOL.

Management and Administration

Executive Director: TRECA Digital Academy's executive director serves as the chief administrative officer of the SCHOOL (Executive Director) in his or her official capacity as the executive director of TDA. The Executive Director oversees and coordinates the operation and Management of the SCHOOL as its superintendent and also serves as a liaison between the SCHOOL and the SPONSOR.

Fiscal Officer: META's treasurer shall be the designated fiscal officer (Treasurer) of the SCHOOL for the ~~2017~~ 2027 fiscal year. The designated fiscal officer may only spend in accordance with approval of the Board of Directors via budget, resolution, or approved contracts. Treasurer services will be reviewed annually pursuant to Ohio Revised Code by the TRECA Digital Academy Board of Directors.

Day to Day Operation of TRECA Digital Academy: Day to day management of School operations and instruction to students will be conducted by staff pursuant to the attached organizational chart. Effective January 1, 2017 all staff within the organizational chart are employees of the SCHOOL and report to the TRECA Digital Academy Board of Directors.

Services to the SCHOOL Provided by META: Pursuant to a separate agreement between META and the SCHOOL, services supporting day to day operations will be contracted to META. Such services include, IT hosting & development, EMIS, VOIP/telephony, treasurer/fiscal and HR. Through this support agreement META staff will perform the functions associated with each service.

As employees of META, such individuals may also perform other duties unrelated to the SCHOOL, including but not limited to similar duties undertaken for other schools.

Employee Health and Other Benefits: SCHOOL employees, if any, shall receive the same health care and other benefits as other comparable META employees.

Disposition of Employees, If Any, If Contract Is Terminated Or Not Renewed: If the Successor Contract is terminated or not renewed pursuant to Section 3314.07 and the SCHOOL is unable or unwilling to continue operations with another sponsor, the SCHOOL shall have no further contractual obligation to such employees, except as may be otherwise provided in the individual contract of employment. Reasonable efforts will be made to out-place such employees with META, the SPONSOR, the member school districts of META, or with other community schools similar to the SCHOOL. However, nothing in this paragraph shall be construed as creating an expectancy of continued employment within the SCHOOL or SPONSOR, or with any other entity, on the part of any employee of the SCHOOL.

Collaborative Response to Problems

In the event that the SCHOOL experiences financial difficulties that are not resolved to the satisfaction of the parties through the assistance of the SPONSOR or otherwise, or if the SCHOOL closes prior to the end of a school year for any other reason, the SCHOOL, META, and the SPONSOR shall cooperate in the transition from the SCHOOL to the SPONSOR, META, or other entities, as deemed appropriate by the parties, and consistent with this Successor Contract, and permitted by law, of facilities, equipment, materials, supplies, and students and associated records. The professional staff of the SPONSOR, META, and the SCHOOL shall assist the students of the SCHOOL to identify alternative schools in which to enroll and shall cooperate to ease the transition of, and minimize any adverse effects upon, the students of the SCHOOL.

Resolution of Disputes Between the SCHOOL and the SPONSOR

If, through the informal processes of discussion and negotiation, the SCHOOL's Board of Directors and the SPONSOR are unable to resolve differences arising from the operation of the SCHOOL or the interpretation of the Successor Contract, either party may request the services of a mediator appointed by the Federal Mediation and Conciliation Service (FMCS) in accordance with its regular procedures. If, sixty (60) days after the mediation process is commenced, the parties are still unable to reach agreement, the parties may, by mutual consent, proceed to binding arbitration of the dispute. Such arbitration shall be conducted by an arbitrator selected by mutual agreement of the parties or, if the parties are unable to agree on such selection, by an

arbitrator appointed by the FMCS in accordance with its regular procedures. Any fees required by the FMCS or the arbitrator shall be borne by the parties equally; otherwise, each party shall bear its own costs.

Review and Revision of Plan

This Exhibit describes the Plan that is intended through the 2016-2017 school year. Both the SPONSOR and the SCHOOL recognize the SCHOOL is in the process of redeveloping its Management Agreement beyond the 2016-2017 school year. The SCHOOL agrees to develop and obtain approval of a Revised Management and Administration Plan prior to June 30, 2017. Such Plan shall require written modification of this Successor Contract. The SCHOOL recognizes, understands, and agrees that failure to obtain approval of a Plan in good faith by June 30, 2017 shall be considered sufficient cause for intervention pursuant to Article V, Section A(3) of this Successor Contract.



EXHIBIT 7:
Assessment and Accountability Plan

for the
TRECA DIGITAL ACADEMY

SPONSOR will engage in a high-stakes review of SCHOOL's performance prior to any renewal of this Successor Contract, and at least once every five years. The success of the SCHOOL, and the SCHOOL's progress with respect to achievement of the academic goals described below shall be evaluated according to the standards, and using the methods of measurement, described below, among others. Due consideration shall be given to the academic achievement of students at the time they enter the SCHOOL and to circumstances extrinsic to the SCHOOL that may affect the performance of the students while enrolled. The goals and methods of measurement may be augmented or modified by amendment to the Successor Contract. The SCHOOL'S failure to meet required standards and conditions may result in the SCHOOL'S suspension, non-renewal, or closure.

The SCHOOL shall also be assessed as described in Section 3314.017 of the Ohio Revised Code.

Students will be required to demonstrate competency in the academic standards set forth by the Ohio Department of Education. Since the SCHOOL's students will be participating in the State's achievement testing program, the curriculum core will follow state standards in each academic area.

All students will participate in all levels of state mandated achievement testing. Students will complete all academic requirements established by law or this Successor Contract. Seniors will also complete a Senior Project that helps students prepare for their post-secondary lives.

Accountability Standards

The SCHOOL shall assess its own performance, and the SPONSOR shall assess the performance of the SCHOOL, pursuant to the criteria set forth in the Accountability Standards incorporated by reference herein, as Exhibit 9. Exhibit 9 constitutes the agreed-upon academic, financial, organizational, and governance standards that the SCHOOL and SPONSOR will use to evaluate the performance of the SCHOOL during the term of the Successor Contract.

To be considered for Successor Contract renewal, the SCHOOL is expected to have achieved the standards required to avoid closure mandated by law. The Accountability Standards establish the SPONSOR's minimum expectations for the SCHOOL.

The Ohio Department of Education continues to monitor the performance of drop-out prevention and recovery community schools state-wide and there may be changes over time to guidance issued by the Department. Accordingly, the standards set forth in Exhibit 9 are also subject to change by modification of the Successor Contract. Additionally, the SPONSOR and the SCHOOL reserve the right to vary this Assessment and Accountability Plan and Exhibit 9 by modification of the Successor Contract, as circumstances warrant.

Participation in Testing and Assessments

The SCHOOL uses traditional assessment tools to determine achievement levels of individual students, independent of conventional grade-level designations. The goal is to advance each individual student to higher levels of performance in each subject area. In addition to state mandated tests, off-year assessment may be conducted through use of other standardized tests. Other assessment tools are utilized in order to facilitate interventions, and modifications of instruction by the online teachers that enhance the success of the students. The administrative team monitors the instructional process so that appropriate modifications occur.

Statewide mandated achievement assessments, diagnostic assessments, or other tests or assessments (including any required to determine value-added progress) are administered as required by law. Unless exempted by law, students are required to participate in tests and assessments applicable to them.

Graduation Requirements

In order to graduate, students must pass all parts of any state mandated testing required for graduation (unless excused through an IEP or such passage is otherwise not required by law), and have satisfied any other applicable requirements (including but not limited to those specified in Sections 3314.03(A)(11)(f), 3313.603(F), or other applicable provision of the Ohio Revised Code).

Curricular requirements must also be completed: Current requirements as follows:

English	4 units
Math	4 units including Algebra 2
Science	3 units – Bio., Physical & Advanced
Social Studies	3 units with ½ unit of U.S. History and ½ unit of U.S. Government
Physical Ed	1/2 unit
Health	1/2 unit
Electives	5 units (including ½ unit in Financial Literacy & 1 unit from Foreign Language, Fine Arts or Technology)

Fiscal Performance

Auditor reports, periodic cash flow statements, and other relevant reports will be available for review. The Treasurer of the SPONSOR shall meet with the SCHOOL's Board of Directors or Treasurer and shall review the financial records of the SCHOOL at least once a month, as required by Section 3314.023 of the Ohio Revised Code. The Board of Directors will also provide ongoing monitoring in cooperation with the SCHOOL's Fiscal Officer and Executive Director. Appropriate fiscal information is made available to the public.

EXHIBIT 8:
Facilities

for the
TRECA DIGITAL ACADEMY

To support the day to day operation of TRECA Digital Academy, the following facilities are under lease.

TDA Headquarters – *Lease being negotiated*

Central Regional Office

100 Executive Drive

Marion, Ohio 43302

Phone: (800) 567-1686

Fax: (740) 389-6695

Property Description:

Landlord:

Landlord Relationship to operator: none, no operator

Columbus Regional Office – *Lease being negotiated*

2100 Citygate Drive

Columbus, OH 43219

Phone: (888) 828-4798 ext. 299

Property Description:

Landlord:

Landlord Relationship to operator: none, no operator

Northeast Regional Office

8180 Brecksville Rd. | Suite 210

Brecksville, OH 44141

(888) 828-4798 ext. 300 or ext. 301

\$28,800/ year (\$2,400/month + Utilities)

Term: July 1, 2016 thru June 30, 2019

Property Description: 1835 square foot premises with common bathrooms, office and first floor conference room.

Landlord: Compass South Professional Center LLC

Landlord Relationship to operator: none, no operator

Southeast Regional Office

3562 Maple Ave.

Zanesville, OH 43701

(888) 828-4798 ext. 366

\$ 24,840/ year (\$2,070/month)

Term: June 1, 2016 thru June 30, 2020

Property Description: 2,160 square foot space with two offices, conference room and common bathroom.

Landlord: RayThomas Lumbertown Inc

Landlord Relationship to operator: none, no operator

Southwest Regional Office

2200 North Limestone Street | Suite 118, Building C

Springfield, OH 45503

(888) 828-4798 ext. 334

\$21,753/year (\$1,812.75/month)

Term: August 17, 2016 thru August 16, 2017

Property Description: 2,417 square foot space consisting of one office with common conference space and bathroom.

Landlord: I-Four

Landlord Relationship to operator: none, no operator

Northwest Regional Office

1867 N Research Drive

Bowling Green, OH 43402

(888) 828-4798 ext. 306

\$18,360/year (\$1,530/month)

Term: July 1, 2016 thru June 30, 2017

Property Description: Landlord to provide office space for four TDA staff with access to conference rooms and a secure storage location. No assigned square footage as office space is located within common ESC cubicle spaces.

Landlord: Wood County Educational Service Center

Landlord Relationship to operator: none, no operator

EXHIBIT 9:
Assessment and Accountability Standards
for the
TRECA DIGITAL ACADEMY

Academic Performance Standards

The SCHOOL and the SPONSOR recognize that state law requires this SUCCESSOR CONTRACT to include performance standards, including but not limited to all applicable report card measures and the academic goals to be achieved and the method of measurement that will be used to determine progress toward these goals, which shall include the statewide achievement assessments. Accordingly, the PARTIES agree to the following Primary Measures and Secondary Measures.

For purposes of renewal, the SCHOOL will meet minimum academic expectations for renewal if it Achieves Standards in Primary Measures. The SCHOOL Achieves Standards in Primary Measures if for each Primary Indicator, the SCHOOL “meets standards” or “exceeds standards” for at least half of the academic years in the Term.

The PARTIES recognize and agree that the SCHOOL’s inability to Achieve Standards in a Primary Measure does not prohibit renewal. If the SCHOOL does not Achieve Standards, the SPONSOR may grant renewal provided the SCHOOL implements a Corrective Action Plan agreed to by the PARTIES.

Secondary Measures are also considered for renewal. If the SCHOOL does not “meet” or “exceed” standards for each Secondary indicator for a majority of the years in the Term, the SPONSOR may condition Renewal on the SCHOOL implementing a Corrective Action Plan.

Primary Measures				
Primary Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Graduation Rate (Combined).	40% and above.	12-39.9%.	2.5-11.9%.	2.49% and below.
Graduation Rate (4 year).	36% and above.	8.0-35.9%.	2.5-7.9%.	2.49% and below.
Graduation Rate (5 year).	40% and above.	12-39.9%.	2.5-11.9%.	2.49% and below.
Graduation Rate (6 year).	40% and above.	12-39.9%.	2.5-11.9%.	2.49% and below.
Graduation Rate (7 year).	40% and above.	12-39.9%.	2.5-11.9%.	2.49% and below.
Graduation Rate (8 year).	40% and above.	12-39.9%.	2.5-11.9%.	2.49% and below.
Graduation Rate (Combined) vs. Similar Schools ² .	Ranked in the top 40 th percentile in graduation rate.	Ranked in the top 40.1 th - 60 th percentile in graduation rate.	Ranked in the top 60.1 th - 80 th percentile in graduation rate.	Ranked in the bottom 20 th percentile (80 th - 100 th percentile).
Graduation Rate (Combined) vs. All Ohio Dropout Recovery Schools.	Ranked in the top 40 th percentile in graduation rate.	Ranked in the top 40.1 th - 60 th percentile in graduation rate.	Ranked in the top 60.1 th - 80 th percentile in graduation rate.	Ranked in the bottom 20 th percentile (80 th - 100 th percentile).

² Similar schools include Life Skills Center of Toledo, Life Skills of Columbus – North, Phoenix Academy, Eagle Learning Center, Marion City Digital Academy, Akron Digital Academy.

Secondary Measures				
Secondary Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Achievement (High School Test Passage Rate).	50% and higher.	32-49.9%.	25-31.9%.	24.9% and below.
Gap Closing (Annual Measurable Objectives).	Exceeds standards on state report card.	Meets standards on state report card.	Does not meet standards on state report card.	N/A
Progress.	Exceeds standards on state report card.	Meets standards on state report card.	Does not meet standards on state report card.	N/A
Overall School Rating.	Exceeds standards on state report card.	Meets standards on state report card.	Does not meet standards on state report card.	N/A/
Graduation Rate (4 year) vs. Similar Schools.	Ranked in the top 40%.	Ranked in the top 40.1th - 60 th percentile in graduation rate.	Ranked in the top 59.9-80%.	Ranked 80.1% - 100%.
Graduation Rate (5 year) vs. Similar Schools.	Ranked in the top 40 th percentile in graduation rate.	Ranked in the top 40.1th - 60 th percentile in graduation rate.	Ranked in the top 60.1 - 80% percentile in graduation rate.	Ranked in the bottom 20 th percentile (80th- 100 th percentile).
Graduation Rate (6 year) vs. Similar Schools.	Ranked in the top 40 th percentile in graduation rate.	Ranked in the top 40.1th - 60 th percentile in graduation rate.	Ranked in the top 60.1 - 80% percentile in graduation rate.	Ranked in the bottom 20 th percentile (80th- 100 th percentile).
Graduation Rate (7 year) vs. Similar Schools.	Ranked in the top 40 th percentile in graduation rate.	Ranked in the top 40.1th - 60 th percentile in graduation rate.	Ranked in the top 60.1 - 80% percentile in graduation rate.	Ranked in the bottom 20 th percentile (80th- 100 th percentile).

Graduation Rate (8 year) vs. Similar Schools.	Ranked in the top 40 th percentile in graduation rate.	Ranked in the top 40.1 th - 60 th percentile in graduation rate.	Ranked in the top 60.1 - 80% percentile in graduation rate.	Ranked in the bottom 20 th percentile (80 th - 100 th percentile).
Student Attendance.	70% attendance rate.	60-69.9% attendance rate.	50-59.9% attendance rate.	49.9% or lower Attendance rate.
Student Attendance – (Economically Disadvantaged).	70% attendance rate.	60-69.9% attendance rate.	50-59.9% attendance rate.	49.9% attendance rate or lower.
Student Attendance – Students (Male).	70% attendance rate.	60-69.9% attendance rate.	50-59.9% attendance rate.	49.9% attendance rate or lower.
Student Attendance – Students (Female).	70% attendance rate.	60-69.9% attendance rate.	50-59.9% attendance rate.	49.9% attendance rate or lower.

Secondary Measures – Mission Specific

The following student measures are additional academic and nonacademic indicators of student performance based on the SCHOOL's mission.

The School will administer an annual survey to students that ask the following questions. In responding to the questions, the student should have the options: strongly agree, agree, neither agree nor disagree, disagree, strongly disagree, and not applicable.

Secondary Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Mission Specific: Students develop good work habits such as being responsible, on time, & disciplined.	More than 50% of students "agree" or "strongly agree" with this statement.	45-50% of students "agree" or "strongly agree" with this statement.	40-44.9% of students "agree" or "strongly agree" with this statement.	Less than 40% of students "agree" or "strongly agree" with this statement.
Mission Specific: Students develop values of hard work, honesty, and tolerance of others.	More than 50% of students "agree" or "strongly agree" with this statement.	45-50% of students "agree" or "strongly agree" with this statement.	40-44.9% of students "agree" or "strongly agree" with this statement.	Less than 40% of students "agree" or "strongly agree" with this statement.
Mission Specific: Students use technology to find, organize, and present information.	More than 50% of students "agree" or "strongly agree" with this statement.	45-50% of students "agree" or "strongly agree" with this statement.	40-44.9% of students "agree" or "strongly agree" with this statement.	Less than 40% of students "agree" or "strongly agree" with this statement.

Mission Specific: Students establish both personal and career goals.	More than 50% of students "agree" or "strongly agree" with this statement.	45-50% of students "agree" or "strongly agree" with this statement.	40-44.9% of students "agree" or "strongly agree" with this statement.	Less than 40% of students "agree" or "strongly agree" with this statement.
Satisfaction: "Would you recommend Treca Digital Academy."	More than 70% of students mark "yes."	50-69.9% of students mark "yes."	40-49.9% of students mark "yes."	Less than 40% of students mark "yes."

Fiscal Performance

Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Cash Flow.	Cash flow is positive for the two most recent years.	Cash flow is positive for at least one of the two most recent years.	Cash flow is not positive for at least one of the two most recent years.	Cash flow is negative for the last three consecutive years.
Ratio of Assets to Liabilities.	Ratio is greater than or equal to 1.1 for at least the two most recent years.	Ratio is between 1.0 and 1.1 for at least the most recent year.	Ratio is below 1.0 for either (A) the most recent year or (B) the two most recent years out of three years.	Ratio is .9 or less (A) for the most recent year or (B) 2 of the 3 most recent years.
Enrollment: Predicted vs. Actual Enrollment.	Enrollment is at least 90% of budgeted enrollment.	Enrollment is at least 80-89.9% of budgeted enrollment.	Enrollment is at least 75-79.9% of budgeted enrollment.	Enrollment is less than 75% of budgeted enrollment.
Results of Audits by the Auditor of State.	No findings for recovery, noncompliance citations, questioned costs, or material weaknesses.	Audit contains a finding for recovery, noncompliance citations, questioned costs, or material weaknesses, but the School resolved the issue timely.	Audit contains multiple findings for recovery, noncompliance citations, questioned costs, or material weaknesses.	Audit contains multiple findings for recovery, noncompliance citations, questioned costs, or material weaknesses for consecutive years.
Is the school meeting financial reporting and compliance requirements?	N/A	- Complete and on-time submission of financial reports, including annual budget, revised budgets (if applicable),	The School has failed to implement the program in the manner described above; that failure(s) were material,	The School failed to implement the program in the manner described above; the failure(s) were material and

		<p>periodic financial reports as required by the sponsor, and any reporting requirements if the board contracts with an Education Service provider (ESP)</p> <ul style="list-style-type: none"> - On-time submission and completion of the annual independent audit and corrective action plans, if applicable - All reporting requirements related to the use of public funds 	<p>but the School has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance to the satisfaction of the Sponsor.</p>	<p>significant to the viability of the school, or regardless of the severity of the failure(s), the School has not instituted remedies that have resulted in prompt and sufficient movement toward compliance to the satisfaction of the Sponsor.</p>
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Operational Performance

Operational Performance				
Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
During the Contract's term, has the School materially complied with the educational program described in the Contract?	The School has complied with the material terms in the educational program.	The School has not complied with all material terms in the educational program, but has remedied deficiencies in a timely manner.	The School has not complied with all material terms in the educational program, has made efforts to remedy deficiencies, but remedies are not timely.	The School has failed to implement the educational program described in the Contract and has not made efforts to remedy deficiencies.
Did the School protect students pursuant to Ohio law?	<p>The School materially complies with all applicable laws and the Sponsor Contract regarding:</p> <ul style="list-style-type: none"> - Policies and practices related to admissions, lottery, and orientation - Policies and practices related to discipline of students - Accommodations for students requiring special education - Conferences with parents / students. 	<p>The School materially complies with all applicable laws and the Sponsor Contract regarding:</p> <ul style="list-style-type: none"> - Policies and practices related to admissions, lottery, and orientation - Policies and practices related to discipline of students - Accommodations for students requiring special education - Conferences with parents / students, <u>but has remedied deficiencies in a timely manner.</u> 	<p>The School materially complies with all applicable laws and the Sponsor Contract regarding:</p> <ul style="list-style-type: none"> - Policies and practices related to admissions, lottery, and orientation - Policies and practices related to discipline of students - Accommodations for students requiring special education - Conferences with parents / students <u>and the School has made efforts to remedy deficiencies, but remedies are not timely and/or effective.</u> 	<p>The School materially complies with all applicable laws and the Sponsor Contract regarding:</p> <ul style="list-style-type: none"> - Policies and practices related to admissions, lottery, and orientation - Policies and practices related to discipline of students - Accommodations for students requiring special education - Conferences with parents / students <u>and the School has not made efforts to remedy deficiencies.</u>

Governance and Reporting

Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Did the Governing Authority participate in trainings required by law and/or Contract?	The School's Governing Authority participated in training required by law and in additional professional development and/or other training sessions.	The School's Governing Authority participated in training required by law.	The School's Governing Authority did not participate in training required by law for the most recent year, but did participate in training in the prior year.	The School's Governing Authority did not participate in training required by law for the two most recent years.
During the Contract's Term, did the Governing Authority understand and complete its duties?	N/A	Governing Authority meetings complied with Open Meeting requirements, observed rules of order, and demonstrated appropriate levels of oversight.	Governing Authority meetings met two of the three: complied with Open Meeting requirements, observed rules of order, and provided appropriate levels of oversight.	Governing Authority meetings met one or met none of the following: complied with Open Meeting requirements, observed rules of order, and demonstrated appropriate levels of oversight.
Is the School holding management accountable?	N/A	The school materially complies with applicable laws, rules, regulations, and provisions of the contract relating to oversight of school management, including but not limited to:	The school has failed to implement the program in the manner described above; that failure(s) were material, but the board has instituted remedies that have resulted in compliance or	Falls Far Below Standard: The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school, or regardless of the

		oversight of management that includes holding it accountable for performance expectations that may or may not be agreed to under a written performance agreement	prompt and sufficient movement toward compliance to the satisfaction of the sponsor.	severity of the failure(s), the board has not instituted remedies that have resulted in prompt and sufficient movement toward compliance to the satisfaction of the sponsor.
Is the school complying with reporting requirements?	N/A	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the contract relating to relevant reporting requirements to the school's sponsor authorizer, State Education Agency (SEA), district education department, and/or federal authorities, including but not limited to:</p> <ul style="list-style-type: none"> - Accountability tracking - Attendance and enrollment reporting - Compliance and oversight 	The school has failed to implement the program in the manner described above; that failure(s) were material, but the board has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance to the satisfaction of the sponsor.	The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school, or regardless of the severity of the failure(s), the board has not instituted remedies that have resulted in prompt and sufficient movement toward compliance to the satisfaction of the sponsor.

		- Additional information requested by the Sponsor		
Is the school handling information appropriately?	N/A	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the contract relating to the handling of information, including but not limited to:</p> <ul style="list-style-type: none"> - Maintaining the security of and providing access to student records under the Family Educational Rights and Privacy Act and other applicable authorities - Accessing documents maintained by the school under the Public Record law and other applicable authorities - Transferring of student records - Proper and secure maintenance of testing materials 	The school has failed to implement the program in the manner described above; the failure(s) were material, but the board has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance to the satisfaction of the sponsor.	The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school, or regardless of the severity of the failure(s), the board has not instituted remedies that have resulted in prompt and sufficient movement toward compliance to the satisfaction of the sponsor.

Is the School complying with governance requirements?	N/A	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the contract relating to governance by its board, including but not limited to:</p> <ul style="list-style-type: none"> - Board policies, - Board bylaws and Code of Regulations - State open meetings law - Code of ethics - Conflicts of interest - Completion for attendance at meetings 	<p>The school has failed to implement the program in the manner described above; that failure(s) were material, but the board has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance to the satisfaction of the sponsor.</p>	<p>The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school, or regardless of the severity of the failure(s), the board has not instituted remedies that have resulted in prompt and sufficient movement toward compliance to the satisfaction of the sponsor.</p>
Number of meetings held, where quorum is met.	7 or more meetings.	6 meetings.	5 meetings.	4 or less meetings.

EXHIBIT 10:

High Stakes Review

for the TRECA DIGITAL ACADEMY

This High Stakes Review is part of the contract renewal process as outlined in Article VI of the Successor Contract and is to take place prior to contract renewal or at least every five years. The High Stakes Review is a rigorous evaluation of the SCHOOL's performance over the entire term in four areas: Academic Performance, Finance, School Operations, and Governance.

The High Stakes Review contains five parts. All parts correspond with measures and standards identified in Exhibit 6, Assessments and Accountability. As these questions are not included as Assessments, measures and standards are included.

For Part I, the High Stakes Review asks "Did the School Achieve Standards"? This is based on how the term "Achieve Standards" is defined in Exhibit 6.

For Part II, the High Stakes Review asks the Reviewer to identify Overall Performance. Overall Performance is met if the SCHOOL "meets standards" or "exceeds standards" for at least half of the academic years in the Term, or if the SCHOOL "meets standards" or "exceeds standards" for specific Indicator for the two most recent academic years in the Term.

For Parts III, IV, and V, the High Stakes Review asks the Reviewer to identify Overall Performance. Overall Performance is met if the SCHOOL "meets standards" or "exceeds standards" for at least half of the academic years in the Term, or if the SCHOOL "meets standards" or "exceeds standards" for the specific Indicator for the two most recent academic years in the Term.

Part I: Primary Student Performance

1. Annual Graduation Rate

	4 Year		5 Year		6 Year		7 Year		8 year	
	Rate	Standard	Rate	Standard	Rate	Standard	Rate	Standard	Rate	Standard
17-18										
16-17										
15-16										
Term -Did the School Achieve Standards?										

2. Graduation Rate - Comparison

Combined Graduation Rate						
	TRECA Digital Academy		Similar Schools		All Dropout Recovery Schools	
	Rate	Performance Standard	Per-centile	Performance Standard	Per-centile	Performance Standard
2017-2018						
2016-2017						
2015-2016						
Term -Did the School Achieve Standards?						

Part II: Secondary Student Performance Measures

1. Achievement (High School Test Passage Rate)

	Rate	Performance Standard
2017-2018		
2016-2017		
2015-2016		
Overall Performance.		

2. Gap Closing (Annual Measurable Objectives)

	Rate	Performance Standard
2017-2018		
2016-2017		
2015-2016		
Overall Performance.		

3. Progress

	Rate	Performance Standard
2017-2018		
2016-2017		
2015-2016		
Overall Performance.		

4. Overall School Performance

	Rating	Performance Standard
2017-2018		
2016-2017		
2015-2016		
Overall Performance.		

5. Graduation Rate vs. Similar Schools

[illegible]

6. Attendance Rate

	Overall		Economically Disadvantaged		Male		Female	
	Rate	Performance Standard	Rate	Performance Standard	Rate	Performance Standard	Rate	Performance Standard
2017-2018								
2016-2017								
2015-2016								
Overall Performance.								

7. Mission Specific – Student Survey Feedback

	Students develop good work habits such as being responsible, on time, & disciplined		Students develop values of hard work, honesty, and tolerance of others		Students use technology to find, organize, and present information		Students establish both personal and career goals	
	Percent	Performance Standard	Percent	Performance Standard	Percent	Performance Standard	Percent	Performance Standard
2017-2018								
2016-2017								
2015-2016								
Overall Performance.								

8. Satisfaction: Student Survey Feedback - “Would you recommend TRECA Digital Academy”

Year	Percentage	Performance Standard
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

Part III: Fiscal Performance / Financial Viability

1. Cash Flow

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

2. Ratio of Assets to Liabilities

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

3. Enrollment Predicted vs. Actual Enrollment

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

4. Result of Audits by Auditor of State

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

5. Is the School meeting financial reporting and compliance requirements?

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

Part IV: Operational Performance

1. Material Compliance

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

2. Did the School Protect Student Pursuant to Ohio Law?

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

Part V: Governance

1. Governing Authority Trainings.

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

2. Governing Authority Duties and Reporting

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

3. Is the School holding management accountable?

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

4. Is the school complying with reporting requirements?

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

5. Is the school handling information appropriately?

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

6. Is the School complying with governance requirements?

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

7. Meetings Held / Quorum

Year	Perf. Standard	Description / Notes
2017-2018		
2016-2017		
2015-2016		
Overall performance.		

EXHIBIT 11:

Closing Procedures

for the TRECA DIGITAL ACADEMY

Proper legal procedure and due process is essential to avoid controversy, or the continuation of a SCHOOL that has been suspended or terminated. Due process is necessary for transparency to the public and legal compliance of the SPONSOR.

Notice of Probation

The SPONSOR shall provide the SCHOOL with a Notice of Probation, and a Corrective Action Plan will be developed. The SCHOOL will be given adequate time to compile with the Correction Action Plan.

Notice of Suspension

If the SCHOOL does not fulfill the Corrective Action Plan, then the SPONSOR will send the SCHOOL the Notice of Suspension. The SCHOOL will have five (5) business days to submit to the SPONSOR a proposal to remedy the foregoing conditions cited as reasons for the suspension, or the SCHOOL will face potential closure and/or contract termination.

Notice of Termination

If it becomes necessary to do so, the SPONSOR will send the SCHOOL the Notice of Termination of Community SCHOOL Contract

The SCHOOL may, within fourteen (14) days of receipt of the notice, request an informal hearing before the SPONSOR. This request must be in writing. Upon receipt of the proper written notice, the SPONSOR will hold an informal hearing within fourteen (14) days thereafter. Not later than fourteen (14) days after the hearing, the SPONSOR will issue a written decision either affirming or rescinding the decision to terminate the contract.

Community SCHOOL Closing Procedures and Assurance Form

Upon termination of the contract, by law or by contract provision all equipment, supplies, real property, books, furniture or other assets of the SCHOOL shall be distributed in accordance with Ohio Revised Code 3314.074. The SCHOOL will follow the ODE Closing Procedures guidelines and the Treasurer, Governing Authority and Administrators will remain active throughout the closure process.

[INSERT ODE CLOSING PROCEDURES]

Community Schools Guidance Letter #2010-4

Effective Date: July 1, 2010

Updated: July, 2015

Community School Suspension and Closing Procedures

Objective

To provide procedures for use by a community school's governing authority, as overseen by its sponsor/authorizer, to ensure the orderly and complete wind-up of a community school's operations when the school suspends operations and/or closes.

Statutory Requirement for Closure

Ohio Revised Code Section 3314.015 Oversight of authorizers.

Division (E) The department shall adopt procedures for use by a community school governing authority or authorizer when the school permanently closes and ceases operation, which shall include at least procedures for data reporting to the department, handling of student records, distribution of assets in accordance with section 3314.074 of the Ohio Revised Code (ORC), and other matters related to ceasing operation of the school. A suspended school has ceased operations. To facilitate an orderly close-out, should a suspended school fail to remedy the conditions that caused its suspension, the guidance and checklist have been expanded to include suspended schools.

Statutory Requirement for Suspension

Ohio Revised Code Section 3314.072 Suspending operation of noncomplying school. Suspension procedures are in place to protect the health, safety and welfare of students when a school is non-compliant with their contract terms and state and federal law. The conditions under which a school may be suspended, as well as the school's procedural rights are described in ORC Section 3314.072. As soon as the sponsor notifies the school that it is suspended, the school's governing authority is required to immediately notify school employees and students' parents of the suspension and reasons for the suspension. The suspension becomes fully effective if the school's governing authority fails to provide the sponsor with an approvable remedy within 5 days of the suspension notice. To prevent a school from remaining in suspended status indefinitely, without any realistic expectation of reopening, in 2013, the law was amended to impose a date by which the contract becomes void if no approvable remedy has been found. A school that is suspended must provide a remedy for the conditions leading to the suspension by 9/30 of the following school year. At that point, the contract becomes void.

Unless otherwise indicated, all steps apply during a suspension.

Policy

Authorizers must provide and execute a plan for an orderly winding-up of a community school's affairs when a community school is closing its doors, including when a school suspends its operations. A school is suspended when the authorizer notifies the department that the school is ceasing operations for the time being. A suspended school has until September 30th of the school year immediately following the school year in which the operation of school was suspended to provide the authorizer with an acceptable remedy to resume operations. Otherwise, the school's contract becomes void on that date and it is considered closed. A school is officially closed when instruction is no longer taking place and the governing authority or authorizer issues an official notice which states the reason for and date of the school's closure. The authorizer and a representative of the governing board are required to complete and sign the *Suspension & Closing Assurance Form* attached to this guidance letter. The role of the authorizer in this process is to assure that the community school's governing authority has taken all reasonable and required actions to fully address suspension or closing issues and/or to take those actions itself if the governing authority is no longer able or functioning. Inasmuch as a plan for school closure is a required part of the school's contract with the authorizer, final preparations as part of that plan should be in place prior to the last day students are in attendance.

Guidance

This guidance provides a *Suspension & Closing Assurance Form* required to be submitted by the authorizer of each closed community school. By completing this assurance, authorizers attest that proper notifications have occurred, required data have been submitted (or a plan is in place if data must be submitted after the close of the school), records have been properly distributed, assets have been properly disposed with dates recorded as indicated, a final student enrollment (FTE) review has been conducted, and the state audit will be scheduled within 30 days of the closure. Preferably, the FTE review will be completed within 7 business days of the school's ceasing operations, if possible, or within 7 business days of the Area Coordinator's notification of the school's suspension or closing by the department. Completing the FTE review before the original student records have been sent to the district(s) of residence is desirable. The authorizer should be aware of the school's actions to accomplish both the FTE review and scheduling of the audit, so that if the school has not made these arrangements in a timely fashion, the authorizer make these contacts so that this timeline can be met.

There are five sections that comprise the community school authorizer *Suspension & Closing Assurance Form*. Four sections, *Initial Notifications*, *Student Records and School Records*, *Disposition of Assets*, *Payments to Creditors*, and *Preparation of Itemized Financials*, are to be completed as soon as practicable after the closure of the school. In the event that refunds are generated at a later date, the Authorizer shall follow the instructions in the *Preparation of Itemized Financials* section and complete the fifth section, *Final Payments and Adjustments*.

If conditions delay timely submission of a completed *Suspension & Closing Assurance Form*, the authorizer shall submit the Closing Assurance, noting any item which is incomplete, and make arrangements with the Office of Quality School Choice to send in an updated Closing Assurances at a later, expected date.

Records

Authorizers are required to see that all school records that are needed by the Ohio Department of Education, Ohio Auditor of State, U. S. Department of Education, and other interested entities are secured and available for completing the school's closing. Records generally describe an account in permanent form, preserving knowledge or information about facts, transactions, or events maintained and kept for the proper administration of the school, and include student, staff, and administrative/financial information. Please note the following categories and types of records should not be considered as the entire list of documents which might be examined during a closing procedure. Other records may be requested during an FTE review or final audit.

Student records include but are not limited to: documents normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; two (2) SOES reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.

Staff records include but are not limited to: employment agreement or contract; salary and benefits information; attendance and leave information; employee licenses; LPDC status and record of continuing education; and other such information that may be maintained in an employee record folder.

Administrative/financial records include but are not limited to: lease or rental agreement; deed if property is owned; inventories of furniture and equipment, including purchase price, source of funds for payment, date purchased, and property tag number; bank and financial reports, including all financial statements created by the fiscal officer; bank statements and checks; schedule of unpaid debt detailing amount, vendor and date of obligation; invoices, receipts, vouchers, and purchase orders that detail expenditures, grant records, including detail of federal and state grant awards and final expenditure reports, contracts; and other such information that may be maintained to serve as the administrative/financial records for the school.

Record Retention for all school records (student, personnel, fiscal, etc.) shall be secured by the authorizer prior to closing and shall be maintained until such time as detailed under records retention requirements. In the case of student records, see in particular the procedures detailed in Initial Notifications, Student Records and School Records on the Assurance Form. All records should be retained based on the following federal and state requirements:

Record retention is governed by the record retention requirements of the governing entity's record retention requirements. The DAS site for records retention schedules can be found [here](#). The federal records retention schedules can be found [here](#).

All such records are to be secured by the authorizer prior to closing and shall be maintained until such time as detailed under records retention requirements. In the case of student records, see in particular the procedures detailed in Initial Notifications, Student Records and School Records on the Closing Assurance Form.

Additional Resource

The National Association of Charter School Authorizers has a helpful document describing closure assurances which can be found [here](#).

Add something about uploading the guidance if the school is suspended
Submit the Closing Assurance Form by uploading it into your named authorizer folder in the document exchange, accessed through your SAFE account, Collaboration Center
Office of Quality School Choice
Ohio Department of Education
25 South Front St., Mail Stop 307
Columbus, Ohio 43215-4183
(614) 466-7058 (Fax) (614) 466-8506

Suspension & Closing Assurance Form

School Name: _____

Authorizer Name: _____

Suspension or Closing: _____

To the extent that the school governing authority and/or the school's fiscal officer is unable or unwilling to execute its responsibilities in effecting an orderly suspension or closure of the school, the authorizer shall assume part or all of such tasks to the full extent possible.

I. Initial Notifications, Student Records and School Records	
Completion Date	Action
	1. Notify the Office of Quality School Choice that the school is suspending or closing; within 24 hours of the action, send in the community school's board resolution or official authorizer notice, including the date of closing. A school is suspended or closed for instruction when instruction is no longer taking place. A school may have a later official closing date if closing actions such as filing final expenditure reports or submitting EMIS data necessitate the school maintaining a status of inactive in OEDSR so that it can complete these or similar actions. If a school's closing occurs as a result of continued poor academic performance (ORC Section <u>3314.35</u> or <u>3314.351</u>) often referred to as "closed by operation of law", there is no expectation that the authorizer will send in a notice, unless the school is closing prior to the end of the school year. In that instance, it is expected that the authorizer will notify the Office of Quality School Choice within 24 hours of the decision to close sooner than the end of the academic year.
	2. Provide a clear written timeline of the suspension/closing process.
	3. Notify parents that the school is suspending/closing through a formal letter from the school Governing Authority and the authorizer superintendent or CEO within 24 hours of the action. The letter to include but not limited to: the reason for the suspension/closing of the school, options for enrolling in another community school, traditional schools or nonpublic schools and contact information.

	4. Provide each parent with the location that their child's records are being delivered.
	5. Provide authorizer contact information to all parents.
	6. Provide each parent with the location that their child's records are being delivered.
	7. Notify the teachers and staff that the school is closing.
	8. Ensure that STRS and SERS contributions are current.
	9. Clarify COBRA benefits and when medical benefits ends. In the case in which the staff and faculty are employees of a management company, ensure that all employees have a contact person at the management company who will assist them through the transition.
	10. Remind the faculty of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed up to the day of closing.
	11. Ensure that each faculty member's LPDC information is current and available to the teachers.
	12. Provide authorizer contact information to all staff.
	13. Notify the Ohio State Teachers Retirement System and School Employees Retirement System.
	14. Notify the Area Coordinator's office to schedule the student enrollment/FTE review. Preferably, the FTE review should be completed within 7 business days of the closing, if possible, or within 7 business days of the Area Coordinator's notification of the school's closing by the department.
	15. Take control of and secure all school records, property and assets immediately when the school suspends or closes, to the extent possible. In the case in which the building's landlord seizes the facility and its contents, or when a governing authority reneges on its obligations or other unforeseen circumstances, legal action

	<p>may be necessary. The authorizer should share any such circumstances with the Office of Quality School Choice as quickly as possible.</p> <p>Note: The DAS site for records retention schedules can be found here. The federal records retention schedules can be found here.</p>
	<p>16. Put student records in order and produce transcript materials immediately. The expectation is that records would be organized by grade level and district of residence, with the student's name and SSID clearly displayed.</p>
	<p>17. If the school has graduated students, compile a list of the names and dates of all graduates and retain that list.</p>
	<p>18. Have copies of each list ready for the resident district receiving the records and the authorizer.</p>
	<p>19. Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.</p>
	<p>20. Prepare a list of all students (name and SSID), and the resident district to which the student's records are to be delivered.</p>
	<p>21. Have copies of each list ready for the resident district receiving the records and the authorizer.</p>
	<p>22. Make copies of all students' records and retain the copies for use by the Auditor of State.</p>
	<p>23. Deliver the original student records to each student's district of residence within seven business days of the school's closure. [ORC Section 3314.44]</p>
	<p>24. Upon delivery, provide a list of the records given to the district representative, and obtain the name and signature of the individual receiving the records and the date.</p> <p>Note: Special education records shall be provided directly to each receiving school or school district's special education administrators for all students with disabilities.</p>

	25. Provide the authorizer with an updated list indicating delivery information.
	26. Notify the Auditor of State of the school's closing/suspension and schedule a final audit.

Please note: The numbering does not indicate a specific sequence of steps; it is intended for ease of reference.

II. Disposition of Assets
If the governing authority does not retain a treasurer to oversee the remaining financial activity, the authorizer may act as or appoint a receiver to oversee the closing of the financial records in the absence of a fiscal officer.
<p>Keep assets separated by source of funding, state or federal, for purposes of disposition.</p> <p>Federal dollars cannot be used to pay state liabilities. Account for all school property throughout the closing process by distinguishing state from federal dollars.</p> <p>For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at \$5,000 or greater.</p> <p>For assets purchased with Federal funds that have a value of less than \$5,000 and all assets purchased with state funds, follow the school's disposition plan and track the disposition for each asset.</p>
Note: Technology equipment received as part of the Erate program is federal property and cannot be sold as part of the school's assets. Specific guidance on donating the equipment can be found here .
Note: If a community school closes and ceases to operate as a community school and the school has received computer hardware or software from the former Ohio SchoolNet commission or the former eTech Ohio commission, such hardware or software shall be turned over to the department of education, which shall redistribute the hardware and software, to the extent such redistribution is possible, to school districts in conformance with the provisions of the programs as they were operated and administered by the former eTech Ohio commission.

Completion Date	Action for assets purchased with either state or federal funds
Closure only	<p>27. Review the financial records of the school.</p> <p>28. Establish check off list of assets including all inventory with proper USAS codes, state codes, and the price of each item and identify the source of funds; in the case of donated items follow the accounting guidance.</p> <p>29. Establish the fair market (initial and amortized) value following generally accepted business rules and in a transparent manner. The Uniform Commercial Code offers guidelines for liquidating assets in a commercially reasonable manner for all state purchased assets and federally purchased assets that have a value of less than \$5,000 (<u>ORC 1309.627</u>).</p> <p>Note: Essentially, the price should be at the current price in any recognized market at the time of disposition or otherwise consistent with reasonable practices among dealers in the type of property subject to disposition. The school's governing authority's capital assets policy should also be followed.</p> <p>If an asset has \$0 market value and the school is planning to dispose of the asset at a public auction, the school should still place a minimal value on the item.</p>
	30. Identify staff that will have legal authority for payment processes (e.g. checks, cash, credit cards, etc.).
Closure only	31. Establish disposition plan for any remaining items.
Closure only	32. Notify Office of Quality School Choice, then public media (print media, radio) of the date, time and location of any property disposition auction.
Closure only	33. Provide board resolutions and minutes of any assets transferred at no cost to another school.
Closure only	34. Identify any State Facilities Commission guarantees, if applicable.

Closure only	35. Prepare documentation for disposition of the school's fixed assets.
Completion Date	In Addition, for Assets purchased with Federal funds
Closure only	<p>36. For all federal program purchases that have a value of \$5,000 or greater, follow steps number 26 through 30 and 32 and EDGAR liquidation procedures in <u>34 CFR 80.32</u>.</p> <p>Note: Unless otherwise <i>described</i> below for the Public Charter School Program and the National School Lunch Program, all items purchased with federal funds may be sold at auction. However, for any item with a value of \$5,000 or higher, the item must be labelled on the disposition of assets record as having been purchased with federal dollars along with the purchaser information (name of school or organization and contact).</p>
Closure only	<p>37. <u>Public Charter School Program, if applicable.</u></p> <ol style="list-style-type: none"> PCSP assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets. After the above steps have been taken, any remaining assets may be offered to any public school district with documented board resolutions by the community school and the accepting district. Provide OCS with a written report of the property, and if available, a bill of sale.
Closure only	<p>38. <u>National School Lunch Program.</u></p> <p>Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition (OCN). Contact OCN prior to proceeding with any liquidation of Equipment.</p>
	In Addition, for Assets purchased with State funds

Closure only	39. In addition to establishing a fair market value, track sale of items and have supporting board resolutions for donation of items to another community or other public school or non-profit entity.
Closure only	40. Consistent with ORC Section <u>3314.051</u> , offer real property acquired from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner.

III. Payments to Creditors	
<p>For suspended schools, ensure that employees' salaries, STRS/SERS and IRS obligations are current. For closing schools, the authorizer should consult with its legal counsel prior to implementing this section to determine if there are any outstanding federal or state claims that may need to be paid first including but not limited to federal and state taxes, Medicare, Workers Compensation, and city wage taxes. If applicable, provide documentation of any Workers Compensation claims.</p> <p>Note: The authorizer is obligated to retain the school's financial records and should follow the relevant state and federal records retention schedules. The DAS site for records retention schedules can be found <u>here</u>. The federal records retention schedules can be found <u>here</u>.</p>	
<p>With two exceptions, noted below, utilize only state dollars, auction proceeds, foundation dollars and any other non-federal dollars to pay creditors in the following order:</p>	
Completion Date	Action
	41. Retirement funds of employees of the school, such as 401 (K)'s.
	<p>42. STRS/SERS/retirement systems and other adjustments - see <u>ORC 3314.074</u>.</p> <p>NOTE: Teachers, administrators and other staff working for a conversion community school through a contract with the sponsoring district should be treated as employees under ORC Section 3314.074.</p>
	43. Teachers and staff

	Exception: Federal dollars can be used to pay the teacher costs and STRS/SERS/retirement costs for any employees who were paid from federal funds when the school was open.
	<p>44. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials);</p> <p>Exception: Audit preparation costs can be paid from federal funds under certain conditions. Contact the Office of Grants Management for specific guidance before applying any costs against federal funds to support audit costs. Please refer to <u>Auditor of State Bulletin 2009-011</u>.</p>
	<p>45. Any remaining funds shall be paid to the department of education for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under ORC section <u>3313.64</u> or <u>3313.65</u>. The amount distributed to each school district shall be proportional to the district's share of the total enrollment in the community school.</p>
	<p>If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance section <u>3314.074</u> and <u>Chapter 1702</u> of the ORC.</p>

IV. Preparation of Itemized Financials & Documents for FTE Review	
Completion Date	Action
	Review and prepare the following itemized financials:
	46. Year-end financial statements, notes to the financial statements and if applicable schedule of federal awards.
	47. A cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date).

	48. List of investments in paper hard copy format.
	49. List of all payables and indicate when a check to pay the liability clears the bank.
	50. List of all unused checks (collect and void all unused checks).
	51. List of any petty cash.
	52. List of bank accounts, closing the accounts once all transactions are cleared.
	53. List of all payroll reports including taxes, retirement or adjustments on employee contract.
	54. List of all accounts receivable.
	55. List of assets and their disposition.
	56. FTE review complete.

V. Final Payments and Adjustments	
Completion Date	Action
	<p>The authorizer shall continually monitor the condition of the closed school and be prepared to receive or transmit funds on behalf of the school as directed by an appropriate agency. Receipt of funds can happen more than a year after a school's closure, and the authorizer is obliged to serve as the recipient of such funds and adjustments.</p> <p>If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance with Section 3313.074 and Chapter 1702 of the ORC.</p>
	57. Receive any funds or adjustments credited to the account of the closed school.

	58. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; payables (any money owed to another).
	59. Send all or the remaining portion to the Ohio Department of Education, Office of Budget and School Funding, for final disposition.

The authorizer and school governing authority representative identified below certify that all steps listed above were completed, unless otherwise noted.

School: _____

Governing Authority Representative _____ Date: _____

Authorizer: _____

Authorizer Representative: _____ Date: _____

The School's governing authority and the authorizer execute the Suspension or Closing Assurance Form and maintain it with copies sent to the Office of Quality School Choice. Submit the *Suspension & Closing Assurance Form* by uploading it into your named authorizer folder in the document exchange, accessed through your SAFE account, Collaboration Center.