

**THIRD SUCCESSOR
COMMUNITY SCHOOL SPONSORSHIP
CONTRACT
FOR
TRECA Digital Academy**

Pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, this Third Successor Community School Sponsorship Contract for the TRECA Digital Academy (hereinafter the "Successor Contract") is entered into on the 1st day of March, 2023, by and between the Board of Education of the Tri-Rivers Joint Vocational School District (hereinafter the "SPONSOR") and the Board of Directors of 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 Second Successor Community School Sponsorship Contract for TRECA Digital Academy that will expire on June 30, 2023, (hereinafter, together with any successor and/or amendments to the same in effect prior to the execution of this Successor Contract, "Second Successor Sponsorship Contract"); and

WHEREAS, as required by Section 3314.03(E) of the Ohio Revised Code, the SPONSOR found that the SCHOOL'S compliance with the applicable laws and the terms of said Initial Successor Sponsorship Contract, and the SCHOOL'S progress in meeting the academic goals prescribed in said agreement, have been satisfactory, as determined by the SPONSOR at its December 21, 2022 meeting; and

WHEREAS, the parties desire to extend their relationship through a renewal community school sponsorship contract.

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 supersedes in its entirety (except as otherwise provided herein) the Second 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.
- D. The SCHOOL shall meet the requirements to be a dropout prevention and recovery school such that the SCHOOL receives the report card issued pursuant to O.R.C. §3314.017. In the event the SCHOOL'S status as a dropout recovery school changes, the SPONSOR and the SCHOOL shall meet to renegotiate terms of this Successor Contract. If such renegotiation fails to result in a mutually agreeable amendment within two (2) months of the SCHOOL receiving notification that it did not meet the criteria to be a dropout recovery school, the SPONSOR shall have sufficient cause to intervene pursuant to Article V, Section (A)(5) of this Successor Contract.

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 July 1, 2023 and shall remain in effect through June 30, 2030 (i.e. the last day of the 2029-2030 school year).

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 107 N. Main Street, Suite 100, Marion, OH 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]; 3302.037 [notification of report card]; 3313.472 [parental/foster caregiver involvement policy]; 3313.50 [student hearing and vision records]; 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]; 3313.6024 [reporting on prevention-focused programs]; 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]; 3313.669 [threat assessment teams]; 3313.6610 [registration with SaferOH]; 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]; 3313.818 [breakfast programs]; 3313.89 [online education and career planning tool]; 3313.96 [missing children]; 3319.073 [child abuse prevention training]; 3319.077 [dyslexia professional development], 3319.078 [structured literacy certification], 3319.238 [financial literacy license], 3319.318 [illegally assisting sex offender]; 3319.321 [confidentiality of student information]; 3319.39, 3319.391 [criminal records checks]; 3319.393 [educator database]; 3319.41 [corporal punishment]; 3319.46 [behavior supports, restraint, and seclusion] 3320.01 [Ohio Students Religious Liberty Act of 2019]; 3320.02 [general provisions of Religious Liberty Act]; 3320.03 [rights of students to engage in religious expression in assignments]; 3321.01 [admittance to kindergarten, first grade]; 3321.041 [requirements related to out-of-state enrichment or extracurricular activities]; 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.141 [contacting parent of absent students]; 3323.251 [dyslexia screening]; 3327.10 [qualifications of drivers]; 4111.17 [wage discrimination]; 4113.52 [whistleblower protection]; 5502.262 [emergency management plans]; 5502.703 [safety and crisis center]; 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

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.

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.
- 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 Section 3313.6027 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. Beginning with the 2018-2019 school year, the school shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the department under division (J)(3) of section 3313.603 of the Revised Code. To the extent applicable, the SCHOOL shall comply with alternative graduation requirements

specified in 132 H.B. 491, Section 3 for those students entering ninth grade for the first time between July 1, 2014 and July 1, 2017 who failed to meet end-of-course exam requirements.

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.
7. The SCHOOL will comply with Section 3321.191 of the Revised Code, unless it is an internet- or computer-based community school that is subject to Section 3314.261 of the Revised Code.

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 SCHOOL is responsible for compliance with this Successor Contract even if the SCHOOL'S management company assumes obligations stated herein. 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 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.
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 or forty hours 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. Sponsorship Fee.
1. For and in consideration of the SPONSOR'S monitoring, oversight, and technical assistance required by law and specified in this Successor Contract, the SCHOOL shall pay to the SPONSOR a sponsorship fee as follows:

For each school year, three percent (3%) of the total state foundation payments received based upon student enrollment, up to and including 2,500 full-time equivalent students, and (2%) of the total foundation payments received for any students in excess of 2,500 full-time equivalent students.
 2. For purposes of this section, "full-time equivalent students" is the number of students the SCHOOL is required to report pursuant to O.R.C. §3314.08.
 3. In the event that the Ohio Department of Education subsequently determines that the SCHOOL received an overpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the SPONSOR shall refund the SCHOOL the amount of the sponsorship fee overpayment. Likewise, in the event that the Ohio Department of Education subsequently determines that the SCHOOL received an underpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Board of Directors shall pay the SPONSOR the amount of the sponsorship fee underpayment.
- S. 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.
- T. The SCHOOL shall operate in conformance with all applicable laws, rules, and regulations, including applicable rules promulgated by the Ohio Department of Education.
- U. 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.

- V. 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. Exhibit 8 shall also specify all the locations to be used by the SCHOOL pursuant to sections 3314.25 and 3314.251 of the Revised Code.
- W. 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.
- X. 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 may 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 or terminated pursuant to Section 3314.07 of the Revised Code. In accordance with Ohio law, the Sponsor may non-renew or terminate this Successor Contract for any of the following reasons (1) failure to meet student performance requirements stated in the Successor Contract, (2) failure to meet generally accepted standards of fiscal management, (3) violation of any provision of the Successor Contract or applicable state or federal law, or (4) other good cause. Good cause shall be defined to 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 renewal 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 December 1 of the year preceding the expiration of this Successor Contract.
 3. By December 31st 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.
- C. Upon request by either party, the SCHOOL and SPONSOR agree to meet 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. Upon request by either party, the SCHOOL and SPONSOR agree to meet to 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 Third Successor Contract through their duly-authorized representatives as of the date written below.

SPONSOR

COMMUNITY SCHOOL

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

ON BEHALF OF THE TRECA DIGITAL
ACADEMY BOARD OF DIRECTORS

By: 



Print Name: Charles A. Speelman

Print Name: ADAM CLARK

Title: Superintendent

Title: EXECUTIVE DIRECTOR

Date: 2/10/23

Date: 2/16/23

EXHIBIT 1:
Code of Regulations

for
TRECA DIGITAL ACADEMY



Code of Regulations

Adopted September 21, 2016

Revised December 16, 2020

CODE OF REGULATIONS OF 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 3514 of the Ohio Revised Code and such community schools are prohibited by law from holding meetings through the use of communications equipment.

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

Vaughn Sizemore - President
Jim Craycraft - Vice President
Ray Funk
Kate Fisher
Fran Voll

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 Tri-Rivers 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 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 their 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 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 new 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 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 learning.

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.

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 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.
- 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.
- Student who have been home-schooled in the past but who desire 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 periods of the student's enrollment. Alternatively, the requirement of adult presence in the home may be waived upon 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 the 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	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
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	100	100	100	100
Grade 8	140	150	160	170	180
Grade 9	600	610	620	630	640
Grade 10	450	460	470	480	490
Grade 11	350	360	370	380	390
Grade 12	300	310	320	330	340
Total Yearly ADM/FTE	2200	2250	2300	2350	2400

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 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 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 based 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.

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 weather, 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 of the district in which the SCHOOL is located. The policy shall comply with the admission 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 of 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 © 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 Education 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 school year, except that the SCHOOL may periodically increase or decrease its determination of capacity based upon revised analysis by the SCHOOL. The deadline for receipt of applications shall be annually established by the SCHOOL and may be publicized through such media as the SCHOOL's website, 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 attend 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 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 seventy-two (72) 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

The following 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 Second Successor Contract and a total estimated per pupil expenditure amount for each such year.

Per Pupil Expenditures

Year	Per Pupil Expenditure
2023-2024	\$9,869 (ESSER)
2024-2025	\$8,684
2025-2026	\$8,875
2026-2027	\$8,931
2027-2028	\$9,000
2028-2029	\$9,180
2029-2030	\$9,363

FY23 - October 2022 Submission
 IRN No.: 143305
 Type of School: e-School
 Contract Term: June 30, 2023

County: Marion

School Name: **TRECA Digital Academy**
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2022, Actual and
 the Fiscal Years Ending 2023 through 2027, Forecasted

	Actual			Forecasted				
	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 12,348,518	\$ 12,118,428	\$ 13,122,608	\$ 13,534,011	\$ 13,534,011	\$ 13,534,011	\$ 13,534,011	\$ 13,534,011
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	978,273	919,089	953,335	921,000	938,420	952,148	968,191	984,555
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	2,433,612	2,388,018	2,193,163	2,275,000	2,317,000	2,359,840	2,403,537	2,448,108
Total Operating Receipts	\$ 15,781,403	\$ 15,428,535	\$ 16,268,126	\$ 16,730,011	\$ 16,787,431	\$ 16,845,999	\$ 16,905,739	\$ 16,986,674
Operating Disbursements								
100 Salaries and Wages	\$ 7,080,890	\$ 6,960,817	\$ 7,470,992	\$ 8,560,000	\$ 8,896,455	\$ 8,815,439	\$ 9,100,732	\$ 9,129,079
200 Employee Retirement and Insurance Benefits	2,978,730	2,977,687	3,105,611	3,567,538	3,668,702	3,689,085	3,788,921	3,839,993
400 Purchased Services	3,013,114	2,936,289	2,823,556	4,222,839	4,200,000	2,800,000	2,800,000	2,800,000
500 Supplies and Materials	1,196,824	1,088,173	884,849	1,955,000	2,000,000	1,000,000	1,000,000	1,000,000
600 Capital Outlay - New	489,359	538,475	735,322	800,000	800,000	600,000	600,000	600,000
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	1,239,548	1,241,038	1,427,031	2,108,210	2,148,334	2,181,300	2,235,127	2,279,828
818 Other Debt	2,433,223	2,110,452	1,296,765	167,063	-	-	-	-
Total Operating Disbursements	\$ 18,411,688	\$ 17,532,831	\$ 17,824,126	\$ 21,378,650	\$ 21,711,491	\$ 19,105,804	\$ 19,524,780	\$ 19,648,901
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (2,650,288)	\$ (2,108,397)	\$ (1,554,999)	\$ (4,648,639)	\$ (4,924,060)	\$ (2,259,805)	\$ (2,619,041)	\$ (2,662,227)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 1,719,667	\$ 1,939,379	\$ 3,313,159	\$ 3,857,138	\$ 4,066,632	\$ 1,160,000	\$ 1,160,000	\$ 1,160,000
State Grants (3200, except 3211)	9,988	1,800.00	8,800	1,800	1,800	1,800	1,800	1,800
Restricted Grants (3219, Community School Facilities Grant)	25,000	36,000	609,192	633,987	633,987	633,987	633,987	633,987
Donations (1820)	1,552	1,555.16	811	1,000	1,000	1,000	1,000	1,000
Interest Income (1400)	85,015	6,049.80	8,229	40,000	50,000	50,000	50,000	50,000
Debt Proceeds (1800)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 1,841,220	\$ 1,984,784	\$ 3,938,191	\$ 4,533,925	\$ 4,753,419	\$ 1,846,787	\$ 1,846,787	\$ 1,846,787
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ (809,066)	\$ (121,613)	\$ 2,383,192	\$ (114,714)	\$ (170,641)	\$ (413,018)	\$ (772,254.04)	\$ (835,440)
Fund Cash Balance Beginning of Fiscal Year	\$ 5,118,574	\$ 4,307,508	\$ 4,185,895	\$ 6,569,087	\$ 6,454,373	\$ 6,283,731	\$ 5,870,713	\$ 5,098,459
Fund Cash Balance End of Fiscal Year	\$ 4,307,508	\$ 4,185,895	\$ 6,569,087	\$ 6,454,373	\$ 6,283,731	\$ 6,870,713	\$ 5,098,459	\$ 4,263,019

Assumptions

	Actual			Forecasted				
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2020	2021	2022	2023	2024	2025	2026	2027
Staffing/Enrollment								
Total Student FTE	1905	1795	1804	1900	1900	1900	1900	1900
Instructional Staff	64	64.00	73.00	73.00	73.00	73.00	73.00	73.00
Administrative Staff	7	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Other Staff	85	85.00	95.00	99.00	99.00	99.00	99.00	99.00
Purchased Services								
Rent	\$ 410,109.00	\$ 414,051.00	\$ 433,188.00	\$ 479,227.00	\$ 480,000.00	\$ 480,000.00	\$ 480,000.00	\$ 480,000.00
Utilities	1,139,246.00	953,613.00	972,041.00	1,000,000.00	1,000,000.00	950,000.00	950,000.00	950,000.00
Other Facility Costs	17,894.00	4,053.00	7,113.00	15,000.00	15,000.00	4,000.00	4,000.00	4,000.00
Insurance	369,678.00	424,968.00	465,809.00	500,000.00	510,000.00	520,000.00	520,000.00	520,000.00
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	325,584.00	331,171.00	379,730.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00
Audit Fees	21,076.00	21,027.00	20,783.00	35,000.00	35,000.00	21,000.00	21,000.00	21,000.00
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-
Legal	3,630.00	3,630.00	1,620.00	20,000.00	20,000.00	10,000.00	10,000.00	10,000.00
Marketing	103,901.00	74,573.00	81,190.00	100,000.00	100,000.00	75,000.00	75,000.00	75,000.00
Consulting	31,695.00	15,975.00	35,836.00	50,000.00	60,000.00	15,000.00	15,000.00	15,000.00
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	116,298.00	50,522.00	32,659.00	100,000.00	100,000.00	50,000.00	50,000.00	60,000.00
Special Education Services	112,955.00	57,713.00	35,958.00	75,000.00	100,000.00	65,000.00	65,000.00	65,000.00
Technology Services	207,724.00	200,768.00	148,392.00	250,000.00	250,000.00	125,000.00	125,000.00	125,000.00
Food Services	-	-	-	-	-	-	-	-
Other	153,336.27	84,324.68	209,235.57	1,198,612.00	1,130,000.00	85,000.00	85,000.00	85,000.00
Total	\$ 3,013,114.27	\$ 2,638,288.68	\$ 2,823,555.67	\$ 4,222,839.00	\$ 4,200,000.00	\$ 2,800,000.00	\$ 2,800,000.00	\$ 2,800,000.00
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	-5.79%	0.52%	5.30%	0.00%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	10.04%	36.58%	8.60%	0.00%	-25.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	-2.12%	5.46%	2.83%	0.34%	0.35%	0.35%	0.36%
Growth in Non-Operating Receipts/Expenses	0.00%	7.80%	98.42%	15.13%	4.84%	-61.15%	0.00%	0.00%
Days of Cash	0.28	0.25	0.23	0.31	0.30	0.33	0.30	0.28

Assumptions Narrative Summary

Revenue: FY22-FY23 increase due to Fair School Funding Plan (FSFP). TDA received \$269K from FY21 in FY22 due to a positive FTE adjustment. FY23 projected increase due to enrollment and FSFP phase in. TDA's FTE fluctuates monthly due to adjustments, enrollment, graduation, participation, and WD. The uncertainty of the FSFP beyond FY23, along with the long-term impacts of the pandemic, result in a conservative forecast particularly beg. in FY24 w/ flat funding. TDA was awarded ESSER grants, which account for the increase in federal funding over three years. Subsequent years show typical funding levels, and assume ESSER funding will cease. Slight increase in revenue from fees attributable to additional educational service TDA provides.

Fiscal Year 2023-2027 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor
FTE Review	\$ 167,063.00	\$ -	\$ -	\$ -	ODE
Equip Lease	\$ 130,300.00	\$ -	\$ -	\$ 62,900.00	MOM/MITEL
Tech Services	\$ 100,000.00	\$ -	\$ -	\$ -	ITC
Line of Credit	\$ -	\$ -	\$ -	\$ -	-
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	-
Capital Leases	\$ 1,359,903.00	\$ -	\$ -	\$ 904,515.00	Various

Payables (Past Due 180+ days)	\$	-	\$	-	\$	-	\$	-
Total	\$	1,757,266.00	\$	-	\$	-	\$	967,415.00

Staffing: Staffing is tied to actual enrollment, while CS funding is tied to participation. TDA's student population is largely at-risk youth. The students who do not participate on a regular basis are those that need the most engagement resources. TDA plans to use ESSER grants to fund additional staffing to further reinforce efforts to increase participation and engagement and decrease learning loss.

Benefits: TDA has moved to medical insurance self-funded plan. This impacts the areas of other revenue, other expenses, and purchased services - showing increases in all. The other revenue offsets the purchased services and other expenditure categories. FY24 and beyond show a 2% increase in medical funding levels. All years who increase in other areas due to new personnel and increases in wages over time.

AP Costs: TDA is planning to use ESSER funds this year in all areas to provide more supports to students. Utility costs comprised mostly of connectivity provided to students (approx. \$900K in FY22). On the purchased service detail, other includes shipping & mailing costs, family engagement activities, and continuing education for employees. Insurance includes admin and stop loss.

Other Notes: TDA has an approved five year Sponsorship Agreement with Tri-Rivers Career Center. This public school Sponsorship Agreement can be found on the Ohio Department of Education's website.

Fiscal Internal Controls Policy

Adopted December 22, 2016
Revised December 13, 2017
Revised March 14, 2018
Revised June 13, 2018
Revised September 12, 2018
Revised January 15, 2019
Revised February 13, 2019
Revised March 13, 2019
Revised May 8, 2019
Revised October 9, 2019
Revised October 20, 2021
Revised May 18, 2022
Revised October 19, 2022



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. Opening a new account requires Board approval.

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 the TDA Board of Directors.

Online Banking Policy

Electronic banking offers TDA an online facility providing authorized users with the ability to undertake various banking functions including checking balances, transferring funds between accounts, Direct Debit and Credit.

Online banking aims to:

- A. reduce risk control and security over transactions;
- B. provide clear documentation of processes;
- C. enhance services to creditor or debtors; and
- D. utilize the advantages of internet banking by improving convenience, efficiency, and environmental impact.

Internal controls surrounding the process of online banking at TDA are critical. Internal controls include:

- A. Proper authorization to add any new accounts.
- B. Proper segregation of duties.

C. Proper retention of all transactions relating to accounts and transactions such as purchase orders, tax invoices/statements, vouchers, payroll listings, screen prints and payee details, relevant reports, payment receipts, and similar.

D. Ability to provide documentation to the Board of Directors and auditors as required.

E. Dual control model for any electronic requests from vendors requesting ACH/EFT modifications. Before any action is taken, the request will be sent to and reviewed by the fiscal officer. The fiscal officer will make contact with the vendor by telephone or in person to verify the validity of the electronic request.

The TDA Board of Directors, after carefully considering the costs, benefits, fraud prevention, internal controls, and information privacy implications, etc. has authorized the use of internet banking at TDA. In doing so, the TDA Board of Directors requires that all actions related to online banking are consistent with all applicable Federal, State and local guidelines.

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 the Finance Office in accordance with the procedures of TDA for processing such revenue. Receipts of deposits from these sources are recorded according to their source and the month they are received. Supporting documentation is included for each receipt

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.

Accounts Receivable Write Off Procedure

After an amount has remained uncollected for a period of 90 or more days, the Fiscal Officer shall send a Final Notice to the appropriate party. The Final Notice shall be sent electronically, as well as through certified mail. Once sent, those receiving the Final Notice shall have 15 days to respond. If the total uncollected amount is less than \$500, the amount will be considered bad debt; further action may be taken to collect the receivable as appropriate. If the total uncollected amount due is \$500 or more, the documentation will be submitted to the County Prosecutor. Once submitted to the County Prosecutor, the debt will be considered bad debt. Bad debt amounts will be accepted if received, but will no longer be included in year-end financial statements, as the likelihood of collecting on bad debt accounts is minimal. The Fiscal Officer will consult with the Board of Directors as necessary throughout the write off procedure process.

Credit Card Usage

Pursuant to HB 312, TRECA Digital Academy provisions use of TDA credit cards to make purchases that cannot otherwise be obtained by traditional payment remittance, or for purchases that would be at a discounted rate for payment rendered with credit card. TDA will maintain two credit cards, one with a maximum spending limit of \$10,000 and the other will have a maximum spending limit of \$4,000. The Executive Director, Treasurer, Accounts Payable Designee, and Directors are authorized to make credit card purchases, provided that all fiscal policies and procedures are followed. Unauthorized employees shall not make credit card purchases directly, but can work with the Treasurer to facilitate these purchases.

The credit card shall be checked out, purchase made and returned within the same business day. The card will be returned prior to close of business, along with receipts and relevant documentation for all purchases. To ensure compliance and financial security, credit card information shall not be stored in hardcopy or electronic formats, to include being set as stored as a saved account within web browsers or at online retailers, except in the case of justifiable circumstances, provided that substantial

approval is granted in advance by both the Executive Director and Treasurer. A purchase order must be in place prior to the purchase. Non-compliance with these conditions will be considered misuse of the credit card, and employees may be liable for charges incurred as a result of misuse.

Credit cards will be kept with the Treasurer, in a secured location. New cards will be reissued every three years, and old/expired cards will be destroyed as soon as new cards have been received.

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 the Fiscal Officer. 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 or equal to \$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 the 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 Fiscal Officer 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 Fiscal Officer 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 Finance Office.

Proper Public Use Policy

(Pursuant to Ohio AOS Bulletin 2003-005 & AG Opinion No. 82-006)

By adopting this policy, the Board of Directors of TRECA Digital Academy (herein referred to as "TDA") recognizes the public value in providing food, beverages, and other modest amenities to officers, directors, employees, students and families, and other stakeholders of TDA.

Expenditures that support and advance the public purpose of TDA's mission and attainment of strategic results may include the purchase of "sustenance" supplies, snacks, meals, refreshments, transportation, "employee recognition amenities," "student amenities," and any other commodities deemed necessary and reasonable by the Executive Director and/or Treasurer or as otherwise allowed by policy. Such items provided to the TDA employees are considered fringe benefits as a form of compensation for merit and positive outcomes, aligning to TDA's mission, vision, and values.

The following "sustenance" supplies approved include, but are not limited to, the following: coffee and coffee supplies, water, refreshments, and other non-alcoholic beverages, snacks, modest meals, paper products, eating utensils, and any other related products deemed necessary by the Executive Director and/or Treasurer.

The following "employee recognition amenities" include, but are not limited to, the following: TDA logo apparel, retirement and/or appreciation gifts, meritorious service awards, general awards, longevity recognition awards, and similar. These items will not exceed \$50 per unit.

The following "student amenities" include, but are not limited to, the following: TDA logo apparel, educational supplies, computer hardware and technology equipment that enhances or provides educational value, achievement and/or participation awards, and similar. These items will not exceed \$100 per unit.

The TDA Board of Directors authorizes the expenditure of public funds for the above items provided to TDA officers, directors, employees, students and families, and other stakeholders to enhance the mission, vision, and strategic results of TDA.

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.

Inventory Fixed & Capital Asset Policy

In order to provide for the proper control and conservation of TDA's property, the Board of Education directs that TDA maintain Inventory Records and account for Capital Expenditures in accordance with the following guidelines.

Definitions

"Inventory" is defined as an itemized list for tracking and controlling district property.

"Capitalization" is defined as an accounting treatment whereby an item is recorded as a long-term asset on the balance sheet.

"Property Control Manager" is defined as the individual appointed or assigned to have overall responsibility for tracking capital assets and for the accuracy of the asset records.

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 exclusively owned by the School;
2. Assets that have a value of \$500 or more are fixed assets; assets costing in excess of \$500 shall be capitalized and depreciated for GASB 34 reporting purposes;
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);
5. Assets that are not repair parts, component parts or supplies, maintenance or service fees; and
6. Assets that are not student computers, computer-related peripheral devices, and other similar computing devices supplied to and used by students.

All fixed assets costing in excess of \$500 shall be capitalized and depreciated for GASB 34 reporting purposes.

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 (\$5,000 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 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: business machines, compressors, power tools.

F. Computers

Computers 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	5-15 years
Vehicles	5-10 years
Computers	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 School initiates the inventory review 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.

The Property Control Manager on the equipment/fixed asset inventory must maintain the following information:

- Name and description of the property by make and model
- Serial number or other identification number
- TDA-assigned identification number
- Date of acquisition
- Cost of the asset (amount paid or estimate, if unknown)
- Source of funds to acquire asset
- Location of use indicating the department having custody

- For items acquired with federal funds:
 - Funding source; including FAIN
 - Use and percentage of property
 - Percentage of federal participation in the cost
 - Condition of the property
 - Disposition of property; including the disposition method, date, and sales price.

Inventory Tags

All inventory received at the central inventory location shall be tagged with TDA-assigned identification number and the name of the school.

TRECA Digital Academy Property Disposal

The Board believes that the efficient administration of TRECA Digital Academy requires the disposition of property and goods no longer necessary for the maintenance of the educational program or the operation of TRECA Digital Academy.

The Board recognizes that some property not currently or consistently in use by TRECA Digital Academy has value and that it may be practical to retain such property for a period of time. Once property is no longer needed for school purposes currently or in the future, it should be slated for disposal pursuant to this policy.

Disposal of Property

The Board directs the Executive Director and Treasurer to periodically review TRECA Digital Academy property, real and personal, and authorizes the disposition by sale, donation, trade or discard of any property not required for school purposes in accordance with the below procedures.

The Treasurer shall determine the value of the property pursuant to a reasonable method as determined by the Treasurer.

Property Purchased with General Funds

The Board grants authority to the Executive Director and Treasurer to discard or sell, without further Board action, any single item(s) purchased with general funds with an acquisition value less than \$500.

Any property slated to be traded or donated must be authorized in advance by the Board, regardless of value.

Computer Equipment

The Board grants authority to the Executive Director, without further Board action, to remove from circulation computers, purchased with general funds, which have reached the end of their useful life, or are cost prohibitive to repair. Such computers may be used for replacement parts in other TRECA Digital Academy computers or may be discarded. The Executive Director shall ensure that any computer or components discarded have had all school information, software, and licensing removed.

At the discretion of the Executive Director, employees may have the opportunity to purchase their TRECA Digital Academy issued computer upon resignation or retirement, as long as all of the following conditions are met:

- 1) The computer has been taken out of circulation in accordance with this policy.
- 2) The Treasurer uses a reasonable and consistent method of determining a sale price for the computer.
- 3) Prior to the sale, the computer is provided to the school's main office for inspection, and removal of all information, software, and licensing owned by or proprietary to TRECA Digital Academy.
- 4) The purchaser pays for and signs a Bill of Sale, which disclaims any warranties and indicates the computer is sold as-is.

Disposal of Assets Purchased with Federal Funds

The Board will be notified when any real or personal property, acquired with federal funds or with an acquisition value that meets or exceeds the fixed asset threshold, is no longer needed for school purposes. All such property shall be sold, donated, traded or discarded pursuant to federal guidelines.

Real Property Acquired Pursuant to OCR 3313.41

Any real property acquired from a school district pursuant to ORC 3313.41 (G)(2) must be first offered for sale to the school district from which it was acquired at a price not higher than fair market value. If after sixty days, the school district does not accept the offer, TRECA Digital Academy may dispose of the property in another lawful manner.

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.

Cash Management of Grants

In order to provide reasonable assurance that all assets, including Federal, State, and local funds, are safeguarded against waste, loss, unauthorized use, or misappropriation, the Fiscal Officer shall implement internal controls in the area of cash management.

TDA's payment methods shall minimize the time elapsing between the transfer of funds from the United States Treasury of the Ohio Department of Education (ODE) (pass-through entity) and disbursement by TDA, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payments by other means.

TDA shall use forms and procedures required by the grantor agency or pass-through entity to request payment. TDA shall request grant fund payments in accordance with the provisions of the grant. Additionally, TDA's financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

Project Cash Requests

The Fiscal Officer shall complete and submit project cash requests related to approved grant programs. Requests for program cash will be supported by expenditures made by the school in the month(s) 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 five days of receipt).

The Fiscal Officer is authorized to submit requests for advance payments and reimbursements at least monthly when electronic funds transfers are not used, and as often as deemed appropriate when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

When TDA uses a cash advance payment method, the following standards shall apply:

- A. The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.
- B. TDA shall make timely payment to contractors in accordance with contract provisions.
- C. To the extent available, TDA shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- D. TDA shall account for the receipt, obligation, and expenditure of funds.
- E. Advance payments will be deposited and maintained in insured accounts whenever possible.
- F. Advance payments will be maintained in interest bearing accounts unless the following apply:
 - a. TDA receives less than \$120,000 in Federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest-bearing accounts.
- G. Pursuant to Federal law and regulations, TDA may retain interest earned in an amount up to \$500 per year for administrative costs. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System ("PMS") through an electronic medium using either Automated Clearing House ("ACH") network or a Fedwire Funds Service payment. Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number ("PAN") if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another Federal agency payment system.

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).

Time and Effort Reporting

As a recipient of Federal funds, TDA shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Section 200.430 of the Code of Federal Regulations requires certification of effort to document salary expenses charged directly or indirectly against Federally-sponsored projects. This process is intended to verify that compensation for employment services, including salaries and wages, is allocable and properly expended, and that any variances from the budget are reconciled.

Compensation for employment services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, which are addressed in 2 C.F.R. 200-431 Compensation-fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of these regulations, and that the total compensation for individual employees:

- A. is reasonable for the services rendered, conforms to the TDA's established written policy, and is consistently applied to both Federal and non-Federal activities; and
- B. follows TDA's written policies and meets the requirements of Federal statute, where applicable.

Time and Effort Reports

The reports:

- A. are supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;
- B. are incorporated into the official records of TDA;
- C. reasonably reflect the total activity for which the employee is compensated by TDA, not exceeding 100% of the compensated activities;
- D. encompass both Federally assisted and other activities compensated by TDA on an integrated basis;
- E. comply with TDA's established accounting policies and practices;

- F. support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two (2) or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.

TDA will also follow any time and effort requirements imposed by the pass-through entity to the extent that they are more restrictive than the Federal requirements. The Payroll Office is responsible for the distribution, collection, and retention of all employee effort reports, as applicable. Individually reported data will be made available only to authorized auditors.

Reconciliations

Budget estimates are not used as support for charges to Federal awards. However, TDA may use budget estimates for interim accounting purposes. The system used by TDA to establish budget estimates produces reasonable approximations of the activity actually performed. Any significant changes in the corresponding work activity are identified by TDA and entered into TDA's records in a timely manner.

TDA's internal controls include a process to review after-the-fact interim charges made to a Federal award based on budget estimates and ensure that all necessary adjustments are made so that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

Procurement – Federal Grants/Funds

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or TDA matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Director policies, and administrative procedures. TDA will follow the procurement requirements of OMB Circular A-110, and will further utilize the additional one-year grace period permitted through June 30, 2018 in Uniform Guidance.

The Fiscal Officer shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-326) for the administration and management of Federal grants and Federally-funded programs. TDA shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of TDA's general purchasing policies and procedures.

All TDA employees, officers, and agents who have purchasing authority shall abide by applicable standards of conduct including absence of conflicts of interest, verification of ability to conduct business with vendor (i.e. vendor is not debarred, or otherwise prohibited from doing business with public entities), equitability in the selection, award, and administration of contracts.

TDA will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, TDA may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage, TDA shall exclude any contractor that has developed or drafted restrictive specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business
- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive contracts to consultants that are on retainer contracts
- D. organizational conflicts of interest
- E. specification of only a "brand name" product instead of allowing an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement
- F. any arbitrary action in the procurement process

Further, TDA does not use statutorily or administratively imposed State, local or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) TDA is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an

appropriate number of qualified firms, given the nature and size of the project, to compete for contract.

To the extent that TDA uses a pre-qualified list of persons, firms or products to acquire goods and services, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. TDA allows vendors to apply for consideration to be placed on the list at any time.

Solicitation Language

TDA shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features, which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

TDA shall utilize the following methods of procurement:

A. Micro-purchases

Procurement by micro-purchase is the acquisitions of supplies or services, the aggregate dollar amount of which does not exceed \$10,000. To the extent practicable, TDA shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Executive Director considers the price to be reasonable. TDA maintains evidence of this reasonableness in the records of all purchases made by this method.

B. Small Purchases

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$250,000. Small purchase procedures require that price or rate quotations, which can be obtained in writing or through a price list on a website, shall be obtained from three qualified sources for all non-payroll related services.

C. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment amounts to more than \$250,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$250,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and policy. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitations for bids; bids will be opened publicly.
4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
5. The Board reserves the right to reject any or all bids for sound documented reason.

D. Competitive Proposals

Procurement by competitive proposal (RFP), normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method. Competitive proposals shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment amounts to more than \$250,000.

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an adequate number of sources.
3. TDA shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

TDA may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are potential sources to perform the proposed effort.

E. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the items is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorized noncompetitive proposals in response to a written request from TDA
4. after solicitation from a number of sources, competition is determined to be inadequate

Contract/Price Analysis

TDA shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, TDA shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, TDA shall negotiate profit as a separate element of price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

TDA uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to TDA is the sum of the actual costs of materials, and direct labor hours charged at a fixed hourly rate that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, TDA sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, TDA shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

TDA will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interest of TDA and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, TDA shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Executive Director shall have the authority to suspend or debar a person/corporation, for cause, from consideration of award of further contracts. TDA is

subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by TDA that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR Part 180 Subpart G)

Debarment is an action taken by the Executive Director to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)

TDA shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, TDA shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 CFR Part 180 Subpart C)

Bid Protest

TDA maintains the following protest procedures to handle and resolve disputes relating to procurement and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request for Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Executive Director within seventy-two (72) hours of the opening of the bids protest.

Within five (5) days of receipt of a protest, the Executive Director shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted any subsequent recommendation for the acceptance of bids and awarding contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings.

Maintenance of Procurement Records

TDA maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Cost Principles – Spending Federal Funds

The Executive Director and Fiscal Officer are responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives and the specific terms and conditions of the grant award.

Cost Principles

Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

- A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal and other laws and regulations;
3. market prices for comparable goods or services for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
5. whether the cost represents any significant deviation from the established practices or Board of Education policy, which may increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

When determining if the cost is necessary, consideration may be given to whether:

- A. the cost is needed for the proper and efficient performance of the grant program;
- B. the cost is identified in the approved budget or application;
- C. there is an educational benefit associated with the cost;
- D. the cost aligns with the identified needs based on results and findings from a needs assessment;
- E. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received.

- B. Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the Federal award.
- C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of TDA.
- D. Be afforded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
- E. Be determined in accordance with generally accepted accounting principles.
- F. Be representative of actual cost, net of all applicable credits or offsets.

The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts, rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund as appropriate.

- G. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.
- H. Be adequately documented:
 - a. In the case of personal services, the Executive Director and Finance Officer shall implement a system for TDA personnel to account for time and efforts expended on grant funded programs to assure that only permissible personnel expenses are allocated;

- b. In the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

Selected Items of Cost

TDA shall follow the rules for selected items of cost at 2 CFR Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, TDA staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, TDA and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and TDA personnel shall follow those rules as well.

Cost Compliance

The Fiscal Officer shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant.

Determining Whether a Cost is Direct or Indirect

- A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; and infrastructure costs directly attributable to the program (such as long distance telephone calls specific to the program, etc.)

- B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provision must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of TDA, the governing body of TDA, compensation of the Executive Director, compensation of the Directors of any component of TDA, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity.
2. Individuals involved can be specifically identified with the project or activity.
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal-awarding agency.
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Ohio Department of Education ("ODE") or the pass-through entity (Federal funds subject to 2 CFR Part 200 pertaining to determining indirect cost allocation).

Timely Obligation of Funds

Obligations are ordered placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

The following table illustrates when funds are determined to be obligated under the U.S. Department of Education regulations:

If the obligation is for:

- A. Acquisition of property – on the date, which TDA makes a binding written commitment to acquire the property.
- B. Personal services by an employee of TDA – when the services are performed.
- C. Personal services by a contractor who is not an employee of TDA – on the date, which TDA makes a binding written commitment to obtain the services.

- D. Public utility services – when TDA receives the services.
- E. Travel – when travel is taken.
- F. Rental of property – when TDA uses the property.
- G. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 CFR Part 200, Subpart E – Cost Principles – on the first day of the project period.

Period of Performance

All obligations must occur on or between the beginning and ending dates of the grant project. This period of time is known as the period of performance. The period of performance is dictated by statute and will be indicated in the Grant Award Notification (“GAN”). As a general rule, State-administered Federal funds are available for obligations within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, obligations under a grant may not be made until the grant funding period begins or all necessary materials are submitted to the granting agency, whichever is later. In the case of a direct grant, obligations may begin when the grant is, unless an agreement exists with ODE or the pass-through entity to reimburse for pre-approval expenses.

For both State-administered and direct grants, regardless of the period of availability, TDA shall liquidate all obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate time frame are said to lapse and shall be returned to the awarding agency. Consequently, TDA shall closely monitor grant spending throughout the grant cycle.

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 Fiscal Officer 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 as recommended by the Fiscal Officer and approved by the TDA Board of Directors. 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

TRECA Digital Academy Investment Policy

Policy

It is the policy of the TRECA Digital Academy, herein after referred as "the Academy", to invest public funds in a manner which will provide reasonable investment return with the maximum security while meeting the daily cash flow demands of the Academy and conforming to all applicable laws.

This policy includes all funds governed by the Board of Directors. The Treasurer shall routinely monitor the contents of the Academy's investment portfolio, the available markets and relative value of competing investments and will adjust the portfolio accordingly.

Investment Objectives

The purpose of the investments is to maximize the returns on the Academy's excess cash balances consistent with safety of those monies and with the desired liquidity of the investments, further categorized below.

1. Safety

Safety of principal is the foremost objective of the investment program. Investments of the Academy shall be undertaken in a manner that ensures the preservation of capital in the overall portfolio.

2. Liquidity

The Academy's investment portfolio will remain sufficiently liquid to enable the Academy to meet all operating requirements which might be reasonably anticipated. Portfolio liquidity is defined as the maturity or ability to sell a security on a short notice near the purchase price of the security.

3. Return on Investments

The Academy's investment portfolio shall be structured with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the Academy's investment risk constraints and the cash flow characteristics of the portfolio.

Investment Authority

Management and administrative responsibility for the investment program is hereby delegated to the Treasurer who, under the delegation of the Board, shall establish and monitor procedures for the operation of the investment program. The standard of prudence to be used by the investment officials shall be the "prudent person" and/or "prudent investor" standard and shall be applied in the context of managing an overall portfolio. Investment officials acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported in a timely fashion and appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

All participants involved in the investment process will refrain from personal business activity that could conflict or appear to conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials will disclose any material interests in financial institutions with which the Academy conducts business. They will further disclose any personal financial or investment positions that could be related to the performance of the investment portfolio. Employees and officers will refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Academy.

Authorized Financial Institutions and Broker/Dealers

The Treasurer shall maintain a list of financial institutions authorized to provide investment services. No public deposit shall be made except in a qualified public depository as designated by the Academy. All financial institutions, investment advisors, and broker/dealers who execute investment transactions must provide a certification of having read the Academy's investment policy. Their signature will be required indicating they have received, read, understand, and will abide by its contents when recommending or selling investments to the Academy.

Authorized Investments

The Board authorizes the Treasurer to make investments of available monies from the funds of the Academy in securities authorized in Ohio Revised Code Chapter 135.14, as amended. A copy of the appropriate ORC section will be kept with this policy.

Maximum Maturities

To the extent possible, the Academy shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Academy will not directly invest in securities maturing more than 5 years from the date of purchase. Exceptions to this maturity restriction may exist for certain eligible investments under ORC 135.14 and are allowable under this policy.

Investment Restrictions

Derivatives: Under no circumstances may the Treasurer invest in a derivative as defined by the Ohio Revised Code, reverse repurchase agreements, or other funds prohibited by law.

The Treasurer shall also not make investments which s/he does not reasonably believe can be held until the maturity date or leverage any investment. The Treasurer, acting in accordance with the law may withdraw funds from approved public depositories or sell negotiable instruments prior to maturity.

Diversification

The investment portfolio shall be diversified to avoid over-concentration in securities from a specific maturity, issuer or business sector. The Academy will continuously invest a portion of the portfolio in readily available funds including, but not limited to, money market funds, bank sweep accounts or STAR Ohio to ensure appropriate liquidity is maintained in order to meet ongoing obligations.

Investment Reporting

The Treasurer shall establish and maintain an inventory of all obligations and securities acquired by the investing authority. The inventory shall include the description of the security, type, cost, par value, rates, and maturity date. The investing authority shall produce a monthly portfolio report detailing the current inventory of all obligations and securities.

Investment Policy Adoption

The investment policy shall be adopted by the Board. The policy shall be reviewed on an annual basis by the Treasurer and any modifications made thereto must be approved by the Board. Any future revisions will be filed with the Auditor of State in accordance with State of Ohio law.

Treasurer/Date

Acknowledgement of Authorized Institutions

By signing below, I acknowledge that I have reviewed and will comply with this Investment Policy as adopted by the TRECA Digital Academy Board of Directors.

Signature/Date

Financial Institution

EXHIBIT 5:
Management Agreement

for the
TRECA DIGITAL ACADEMY

TRECA Digital Academy does not have a management agreement.

EXHIBIT 6:
Management and Administration Plan

for the
TRECA DIGITAL ACADEMY

Non-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. TRECA Digital Academy's treasurer serves as the chief fiscal officer of the SCHOOL. The fiscal officer operates in accordance with approval of the Board of Directors via budget, resolution, or approved contracts.

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. All staff identified within the organizational chart are employees of the school and shall ultimately report to the Board of Directors.

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.

TRECA Headquarters –
Central Regional Office
107 N Main S Suite 100
Marion, Ohio 43302
Phone: (800) 567-1686
Fax: (740) 389-6695

Term: July 1, 2019 - June 30, 2024

Property Description: 19,159 square foot space, consisting of street and basement levels of the building. Includes warehouse for storage of all TRECA equipment, office space for central administrative staff and conference space for student orientations/testing.

Landlord: 107 LLC

Landlord Relationship to operator: none, no operator

Columbus Regional Office
2100 Citygate Drive
Columbus, OH 43219
(888) 828-4798 ext 299

Term: July 1, 2019 - June 30, 2024

Property Description: 2,606 square foot space, consisting of two office spaces and a conference room for orientations.

Landlord: META Solutions

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

Term: December 1, 2021 - November 30, 2026

Property Description: 1,937 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

Southwest Regional Office

3224 Dayton-Xenia Rd | Suite 100

Beavercreek, OH 45432

(888) 828-4798 ext 334

Term: July 1, 2022 - June 30, 2029

Property Description: 3,091 square foot space, containing offices and large conference room for conducting orientations/testing.

Landlord: Compass South Professional Center LLC

Landlord Relationship to operator: none, no operator

Northwest Regional Office

1793 Tiffin Ave

Findlay, OH 45840

(888)828-4798 ext 306

Term: July 31, 2020 - July 31, 2025

Property Description: 1,967 square foot space consisting of one office, small conference room and common conference space.

Landlord: Isaac Market Square Findlay, LTD

Landlord Relationship to operator: none, no operator

Southeast Regional Office

3562 Maple Ave

Zanesville, OH 43701

(888) 828-4798 ext 366

Term: June 1, 2020 - June 1, 2025

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

Landlord: Ray Thomas Lumbertown INC

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. 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).

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).	36 - 100%	1% - 35.9%	Less than 1%	N/A
Progress.	+2 and higher	Greater or equal to -2 but less than +2	Less than -2	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. All DOPR 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. All DOPR 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. All DOPR 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. All DOPR 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. All DOPR Schools.	Ranked in the top 40th percentile in graduation rate.	Ranked in the top 40.1th - 60th percentile in graduation rate.	Ranked in the top 60.1 - 80% percentile in graduation rate.	Ranked in the bottom 20th percentile (80th- 100th 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

		<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>and 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>
--	--	--	--	---

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?	The School materially complies with all applicable laws and the Sponsor Contract regarding: - 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.	The School materially complies with all applicable laws and the Sponsor Contract regarding: - 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>	The School materially complies with all applicable laws and the Sponsor Contract regarding: - 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>	The School materially complies with all applicable laws and the Sponsor Contract regarding: - 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,	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	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

		including but not limited to: oversight of management that includes holding it accountable for performance expectations that may or may not be agreed to under a written performance agreement	have resulted in compliance or prompt and sufficient movement toward compliance to the satisfaction of the sponsor.	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 reporting requirements?	N/A	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: - Accountability tracking - Attendance and enrollment reporting	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.

		<ul style="list-style-type: none"> - Compliance and oversight - 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 	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.

		maintenance of testing materials		
--	--	----------------------------------	--	--

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.

Term –Did the School Achieve Standards?					
---	--	--	--	--	--

2. Graduation Rate - Comparison

Combined Graduation Rate						
	TRECA Digital Academy			All Dropout Recovery Schools		
	Rate	Performance Standard			Per-centile	Performance Standard
2023-2024						
2024-2025						
2025-2026						
2026-2027						
2027-2028						
2028-2029						
2029-2030						
Term –Did the School Achieve Standards?						

Part II: Secondary Student Performance Measures

1. Achievement (High School Test Passage Rate)

	Rate	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall Performance.		

2. Gap Closing (Annual Measurable Objectives)

	Rate	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall Performance.		

3. Progress

	Rate	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall Performance.		

4. Overall School Performance

	Rating	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall Performance.		

5. Graduation Rate vs. DOPR Schools

	4 Year		5 Year		6 Year		7 Year		8 year	
	Per-centile	Perf. Standard	Per-centile	Perf. Standard	Per-centile	Perf. Standard	Per-centile	Perf. Standard	Per-centile	Perf. Standard
23-24										
24-25										
25-26										
26-27										
27-28										
28-29										
29-30										
Overall Performance.										

6. Attendance Rate

	Overall		Economically Disadvantaged		Male		Female	
	Rate	Performance Standard	Rate	Performance Standard	Rate	Performance Standard	Rate	Performance Standard
2023-2024								
2024-2025								
2025-2026								
2026-2027								
2027-2028								
2028-2029								
2029-								

2030							
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
2023-2024								
2024-2025								
2025-2026								
2026-2027								
2027-2028								
2028-2029								
2029-2030								
Overall Performance.								

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

Year	Percentage	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

Part III: Fiscal Performance / Financial Viability

2022. Cash Flow

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

2. Ratio of Assets to Liabilities

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

2022. Enrollment Predicted vs. Actual Enrollment

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

2022. Result of Audits by Auditor of State

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

2022. Is the School meeting financial reporting and compliance requirements?

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

Part IV: Operational Performance

1. Material Compliance

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

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

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

Part V: Governance

1. Governing Authority Trainings.

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

2. Governing Authority Duties and Reporting

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

3. Is the School holding management accountable?

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

4. Is the school complying with reporting requirements?

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

5. Is the school handling information appropriately?

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

6. Is the School complying with governance requirements?

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
Overall performance.		

7. Meetings Held / Quorum

Year	Perf. Standard	Description / Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		
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. A copy of the current ODE Closing procedures follows.

Community School: School Suspension and/or School Closing Procedures

Effective date: July 1, 2010

Updated: July 2021

Community school sponsors primarily are responsible for ensuring an orderly process is followed when a school closes, or operations are suspended.

Statutory Requirement for Closure

Under state law ([Ohio Revised Code 3314.023](#)), community school sponsors must monitor and oversee their schools' compliance with law, administrative rules and contract provisions, including requirements related to school closure. Specifically, ORC 3314.023 requires:

- *A sponsor shall provide monitoring, oversight, and technical assistance to each school that it sponsors. In order to provide monitoring, oversight, and technical assistance . . .*
- *[Sponsors] Having in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.*

Suspension Statute

[ORC 3314.072](#) establishes the conditions under which a school may be suspended, along with a school's procedural rights. Provisions include:

- *For any of the reasons prescribed in division (B)(1)(a) to (d) of section 3314.07 of the Revised Code, the sponsor of a community school established under this chapter may suspend the operation of the school only if it first issues to the governing authority notice of the sponsor's intent to suspend the operation of the contract. Such notice shall explain the reasons for the sponsor's intent to suspend operation of the contract and shall provide the school's governing authority with five business days to submit to the sponsor a proposal to remedy the conditions cited as reasons for the suspension.*
- *The sponsor shall promptly review any proposed remedy timely submitted by the governing authority and either approve or disapprove the remedy. If the sponsor disapproves the remedy proposed by the governing authority, if the governing authority fails to submit a proposed remedy in the manner prescribed by the sponsor, or if the governing authority fails to implement the remedy as approved by the sponsor, the sponsor may suspend operation of the school pursuant to procedures set forth in division (D) of this section.*
- *If division (B) of this section applies or if the sponsor of a community school established under this chapter decides to suspend the operation of a school as permitted in division (C)(2) of this section, the sponsor shall promptly send written notice to the governing authority stating that the operation of the school is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the governing authority has five business days to submit a proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.*
- *Upon receipt of the notice of suspension prescribed under division (D)(1) of this section, the governing authority shall immediately notify the employees of the school and the parents of the students enrolled in the school of the suspension and the reasons therefore, and shall cease all school operations on the next business day.*

Overview

Sponsors provide and execute a plan for an orderly conclusion of a community school's operations when a community school is closed or suspended for any reasons permitted by law and/or the contract between the sponsor and the school. A school is considered closed or suspended when instruction has ceased, and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school's closure or suspension. A community school also is considered closed if the Department issued a notice to a school under the state's automatic closure law, ORC 3314.35. In the case of both suspension and closure, the sponsor and an authorized representative of the governing authority complete and sign the Suspension and Closing Assurance Form. Community school sponsors make sure a community school's governing authority takes all reasonable and required actions to fully address suspension or closing responsibilities. **If a school's governing authority is no longer able or willing to fulfill its obligations to orderly closure, the school's sponsor assumes responsibility for all closure activities.** A plan for school closure is a required part of the school's contract with the sponsor. Final preparations, as outlined in the plan, should be in place prior to the last day students are in attendance.

Note:

- Suspension and closing procedures detailed in this document or the accompanying are not applicable to school mergers.
- Procedures for school closures that are the result of settlement agreements may differ based on the provisions of the settlement. Schools and sponsors should consult their legal counsel.

Sponsors must submit a Suspension and Closing Assurance Form for each suspended or closed community school. By completing this assurance, sponsors attest that all necessary notifications and actions are completed.

When possible, the final FTE review should be completed within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing by the Department. Final FTE reviews should be completed prior to transfer of original student records to the district(s). Sponsors must monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, the sponsor must step in and make the necessary arrangements.

Sponsors should begin completing the Suspension and Closing Assurance Form as soon as possible after the suspension or closure of the school.

For all suspensions and closures, an estimated timeline for suspension and closure activities must be submitted to the Office of Community Schools. For mid-year suspension or closure, the estimated timeline must be submitted to the Office of Community Schools within 10 days of notification. In the case of suspension or closure at the end of the school year, sponsors shall submit an estimated timeline for suspension or closure activities to the Office of Community Schools, via Epicenter. When submitting the first quarterly suspension and closing assurances report, please ensure Column I is filled out with estimated dates of completion. Also when submitting future quarterly suspension and closing reports, update Column I as needed.

The updated Suspension and Closing Assurance Form shall be submitted to the Office of Community Schools, quarterly, (July 1, or July 15 for newly closed schools, Oct. 1, Jan. 1 and April 1) via the Epicenter "Quarterly suspension and closing assurance reports" submission type while noting which activities are complete and identifying the date of completion for each item. Sponsors should continue to submit quarterly closing assurance reports until all items on the form is complete and the

suspension and closing assurances form is submitted via Epicenter. The quarterly submissions shall include, in the "Notes" column, a narrative explaining any delays. For items in which the sponsor believes is "non-applicable" to the school, the sponsor must provide a justification in Column H of the Suspension and Closing Assurance Form.

If refunds are generated at a later date, the sponsor shall follow the instructions in the Preparation of Itemized Financials section of the report and complete the Final Payments and Adjustments section.

**The Suspension and Closing Assurance Form
is updated quarterly until all activities are complete.
The narrative and step-by-step technical assistance document is
provided to assist sponsors in meeting their responsibilities
when one of their schools suspends operations or closes is
provided below on pages 5-15.**

Additional Resource

Additional information regarding best practices from The National Association of Charter School Authorizers is available [here](#).

Submission Instructions

Sponsors must submit the Quarterly Suspension and Closing Assurance Report and the completed Suspension and Closing Assurance Template Form for each suspended and/or closed community school. By completing the Certification tab, sponsors attest that all necessary notifications and actions are completed.

Submit the (1) Suspension and Closing Assurance Reports and the (2) completed Suspension and Closing Assurance Form with its Certification tab by uploading the files to Epicenter following the process below:

1. Log in to Epicenter at <http://epicenternow.org/>.
2. Click the Sign In link at the top of the page.
3. Enter your username and password.
4. Click Document Center.
5. On the Document Center page, click the Submission Upload button.
6. For Entity Type, select school.
7. For Submission Type, select either the Quarterly Suspension and Closing Assurance Reports or the completed Suspension and Closing Assurance Form.
8. For Entities, select the appropriate school by checking the box next to the school's name.
9. Enter required information.
10. Click Upload New File button to upload your document.
11. (Optional) Type a brief message to the reviewer.
12. Click Submit.

The Certification/Signature tab must include electronic signatures or original handwritten signatures. If printed and original signatures are obtained, the certification page must be uploaded to Epicenter along with the completed spreadsheet.

The Office of Community Schools and your consultant use Epicenter to access your submissions. Please contact your lead consultant if you have additional questions or if you are unable to view any of the information described above.

Records

Sponsors assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education, and other interested entities are secured and available as needed during the closeout process. Records 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, including 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 that might be examined during a suspension or closing procedure. Additional records may be requested during an FTE review or final audit. (Additional information is available in the Department's FTE Review Manual.)

Student Records

Student records include all educational, special education and other documents in the school's possession that relate to a student. Student records include, but are not limited to: documents normally found in permanent record folders that are necessary for reviews and audits; attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, courses completed and grades for each course, 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; FTE Detail reports, with names and SSID numbers that can be used to match names to the FTE Detail report with randomly selected SSIDs obtained by the area coordinator; special education information and folders; and other such information that may be maintained and kept in a student permanent record folder.

Schools must retain copies of all student records necessary to complete the final FTE review and financial audit.

Staff Records

Staff records include but are not limited to: employment agreements or contracts; salary and benefits information; attendance and leave information; employee licenses; Local Professional Development Committee (LPDC) status and record of continuing education; payroll and withholding documents; and other such information that may be maintained in an employee record folder. Staff records at the school do not include records of individuals employed by the operator or contractors.

Administrative/Financial Records

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 and contracts; and other such information that may be maintained to serve as the administrative/financial records for the school.

Record Retention

Sponsors shall secure all school records (student, personnel, fiscal, etc.) prior to closing. All such records shall be maintained according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy. Additional information regarding state requirements is [here](#). Federal records retention schedules are [here](#). Additional information is available in the Student Records section of the Suspension and Closing Assurance Template.

Community school sponsors are responsible for securing all records prior to closing and maintaining records in accordance with all applicable retention schedules.

Should you have any questions, please contact your lead consultant or the Office of Community Schools at Community.Schools@education.ohio.gov .

Please note:

- A. For each task, sponsors must indicate whether the task is applicable in column G of the Suspension and Closing Assurance Form. If the task is **not applicable**, the sponsor must provide a justification for that determination in column H.
- B. The initial quarterly suspension and closing assurance report submitted in Epicenter must include an estimated completion date for each task (see column I). Be sure to follow the dates required by law or required by this document. If needed, update the estimated completion dates on future quarterly suspension and closing reports.
- C. Quarterly suspension and closing assurance reports are due in Epicenter on or before July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1 and April 1. As tasks are completed, provide a completion date in Column J.
- D. The quarterly submissions shall include, in the "Notes", column K, a narrative explaining any delays.
- E. Besides the Quarterly Suspension and Closing Assurance Reports and the completed Suspension and Closing Assurance Form with its Certification tab, sponsors should submit separately to Epicenter: (1) the board resolution indicating suspension or closure, and (2) the estimated timeline for suspension and closure.

Instructions: Completing All Required Suspension/Closing tasks:

Section A: Initial Notifications

1. **Notify the Office of Community Schools (OCS) that the school is being suspended, closed or non-renewed under 3314.07(B) or for other cause, or the school has taken action to initiate closure within required timelines.**
 - a. In the case of a sponsor suspending or terminating a school's operation during the school year, notify OCS that the school is suspending or closing within 24 hours of the action.
 - b. In any other case, notify OCS of the action within 10 days.
 - c. Submit the community school's board resolution via Epicenter, including the date of suspension or closing within 10 days of the action.
2. **Notify the Area Coordinator's office to schedule the student enrollment/FTE review.**
 - a. Notify area coordinators of the school suspension or closure and schedule the final student enrollment/FTE review within three days of the action.
 - b. The school's treasurer/fiscal officer and applicable staff should familiarize themselves with the current FTE manual.
 - c. In the case of closure, non-renewal or termination for reasons other than those outlined in 3314.07(B), the sponsor shall request notice of intent with regard to continued operation from the school no later than May 15 and provide the response via Epicenter to the Office of Community Schools within three days of receipt.
3. **Notify the resident districts of students enrolled in the school, and the Auditor of State's Office of the school being suspended, closed or non-renewed; include the effective date of the suspension or closure.**
 - a. Notify the resident districts, for the students currently enrolled.
 - b. Notify the Auditor of State's office of the school suspension or closure.

4. **Notify STRS and SERS that the school is being suspended or closed.**
 - a. Notify the Ohio State Teachers Retirement System and School Employees Retirement System
 - b. Ensure STRS and SERS contributions are current and request a final reconciliation.
 - i. In the case of mid-year suspension or closure, notify retirement systems within five days of the suspension or closure notice.
 - ii. For any other case, notify retirement systems no later than May 1.

Section B: Timeline of suspension or closure process

1. **Provide an estimated timeline of the suspension or closure process that includes all information contained in the suspension and closure procedures.**
 - a. Submit via Epicenter a clear and detailed written timeline of the actions and tasks that will take place to ensure the transition of students, staff and the suspension or closing of the schools' business. Submission of the first quarterly suspension and closing assurances template with Column I (Estimated Dates of Completion) filled out can serve as the detailed written timeline required for this action item.
 - i. In the case of mid-year suspension or closure, submit an estimated timeline within 10 days of the suspension or closure.
 - ii. In the case of suspension or closure at the end of the school year, submit an estimated timeline at the time of submittal of the first quarterly suspension and closing assurances report.

Section C: Parent Notification

1. **Notification to parents of community school suspension or closure**
 - a. Notify parents that the school is suspending or closing through a formal letter from the school Governing Authority within 24 hours of action in the case of mid-year suspension or closure; no later than March 1 in the case of nonrenewal under ORC 33.14.07(B); and in any other case, notify parents no later than April 15. The letter must include but not be limited to the reason for the suspension or closing of the school, sponsor contact information, options for enrolling in another community school, traditional school or nonpublic schools and contact information.
2. **Provide each parent with the location that the child's records are being delivered to.**
 - a. The notification must include, but not be limited to: address and phone number, department and contacts for the resident districts to where the records are being delivered to.
3. **Provide each parent with the contact information of the school's sponsor.**
 - a. The notification must include the contact information of the school's sponsor.
4. **Information meeting regarding educational options for students**
 - a. Notify parents of an Informational meeting, the school will present education options to students for enrolling in another community school, traditional school or nonpublic schools.
 - b. Convene parents and/or guardians to discuss the school enrollment process for the regional district. If possible, representatives from the school, sponsor, resident districts, and/or community schools should be present to answer questions primarily of the school choice/enrollment for the next year.

Section D: Staff Notification

1. **Notify the teachers and staff that the school is suspended or closing.**
 - a. In the case of a mid-year suspension or closure, notify teachers and staff that the school is suspending or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must include but not be limited to the reason for the suspension or closing of the school, and, if applicable the status of appeals or legal action. Additionally, in the case of a mid-year suspension or

closure, provide a second notification to the teachers and staff no later than 7 days after initial notice. The letter must include, 1) plans to assist students in finding new schools; 2) date of last salary check, 3) instructions on filing for unemployment benefits, 4) date of termination of employees' benefits, 5) last day of work, 6) description of any assistance the school will provide to faculty and staff to find new positions, and 7) information on where the suspension or closure plan, procedures and timeline can be found.

- b. In the case of nonrenewal under ORC 3314.07(B), notify teachers and staff that the school is suspending or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school, and, if applicable the status of appeals or legal action.
 - i. Additionally, in case of nonrenewal under ORC 3314.07 (B), provide a second notification to the teachers and staff no later than April 1 and include items 1-7 (see a/i above).
 - c. In the case of nonrenewal for reasons other than ORC 3314.07(B), notify teachers and staff that the school is suspending or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school and the status of appeals or legal action.
 - i. Also, in case of nonrenewal for reasons other than ORC 3314.07(B), provide a second notification to the teachers and staff no later than May 1 and include items 1-7 (see a/i above).
2. **Notify teachers and staff that STRS/SERS contributions are current.**
 - a. Include language in staff letter to ensure staff that the contributions are kept current.
 3. **Clarify COBRA benefits and when medical benefits end.**
 - a. In the case of mid-year suspension or closure, school employees shall be notified when benefits will end, when COBRA benefits begin and contact for assistance no later than eight days after action is taken.
 - b. In the case of nonrenewal under 3314.07(B) the notification, described in D.3.a., shall take place no later than April 1.
 - c. In all other cases, the notification shall take place no later than April 15.
 4. **Notify staff of the obligation to continue instruction through the date of suspension or closure.**
 - a. Notify teachers and staff that the school is suspending or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must reiterate their obligation to continue instruction through the date of suspension or closure.
 5. **Ensure each faculty member's LPDC information is current and available to the teacher.**
 - a. Provide each faculty member, in the case of a mid-year suspension or closure, with documentation that their LPDC information is current within five days of the action.
 - i. In the case of nonrenewal under 3314.07(B), notify the faculty no later than April 1.
 - ii. In all other cases, notify the teachers no later than April 15.
 6. **Provide sponsor contact information to all staff.**
 - a. See item D1 above and include in the letter to teachers and staff must the sponsor contact information.
 7. **Ensure all Resident Educator program documentation is current and available to affected teachers**
 - a. In the case of mid-year suspension or closure provide each Resident Educator with documentation that

their Resident Educator program information is current within 5 days of action.

- i. In the case of non-renewal under 3314.07(B), provide documentation no later than April 1.
- ii. In all other cases, ensure the resident education program documentation is current no later April 15.

Section E: Secure all school records, property and assets.

1. **Take control of and secure all school records, property, and assets immediately when the school is suspended or closed.**
 - a. In the case of mid-year suspension or closure, secure all records (student, administrative/financial, staff), property, and assets within 24 hours of notice of suspension or closure.
 - b. If 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 may be necessary. The sponsor must share any such circumstance with the sponsor's OCS assigned consultant as quickly as possible.
 - c. In the case of suspension or closure at the end of the school year, begin securing all records and assets immediately under the oversight of the sponsor.
 - i. The sponsor should review the status of all records and assets no later than May 1 prior to suspension or closure.
 - ii. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute*

Section F: Student Records

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 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.

1. **Ensure student records are in order and transcript materials can be provided immediately**
 - a. Organize records by grade level and district of residence.
 - b. Student names and SSID must be clearly displayed.
 - c. Prepare to deliver all students records to students' districts of residence within seven days of suspension or closure.
 - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*
2. **Scan or make a copy of all CURRENTLY enrolled student's records and provide a listing by residential district.**
 - a. Maintain a list in alphabetical order of the currently enrolled students by residential district.
 - b. Scan or make a copy of each currently enrolled student's records.
 - c. Scan or make a copy of each student's record, by residential district, in alphabetical order.
 - d. The community school shall maintain copies of records necessary to conduct the FTE review and final Auditor of State audit.
3. **Organize all withdrawn student files by district**
 - a. Maintain a list of all withdrawn students, in alphabetical order, by residential district.
 - b. Provide each withdrawn student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.

4. **Organize all SPED files by district (separate from cumulative files)**
 - a. Maintain a list of all SPED student files, in alphabetical order, by residential district.
 - b. Provide each SPED student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.

5. **If the school has graduated students, compile a list of the names and dates of all graduates and provide digital or hard copies of transcripts**
 - a. Maintain a list (name and SSID) of all graduated students, in alphabetical order, by residential district.
 - b. Provide each graduated student's transcript, in alphabetical order by residential district, to each residential district within seven days of suspension or closure.
 - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*

6. **Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.**
 - a. In the case of mid-year suspension or closure, records should be available for review no later than seven days of suspension or closure.
 - b. In the case of suspension or closure at the conclusion of the school year, schools should be prepared for an FTE review within seven days of the last day of instruction.
 - i. *As a best practice, sponsors are recommended to review FTE review requirements with their schools annually and periodically check the condition of records necessary to complete FTE reviews.*

7. **If possible, ODE will complete student enrollment/FTE review within seven (7) days of closure or suspension and prior to student records being delivered to resident districts.**

8. **Deliver the original cumulative student records of all current, withdrawn (withdrawn during the current school year and not already delivered to the students new school), and graduates to each student's district of residence (with printed list of included students) within seven (7) business days of the school's suspension or closure and obtain a signed delivery receipt.**
 - a. Provide the district of residence with a printed list of all student records they are receiving.
 - b. Records must be boxed in alphabetical order.

 - c. Place a printed list of the student records on the outside of each box of records.
 - d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
 - e. Provide the sponsor with updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt where student records were delivered.

9. **Deliver the original SPED student records to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.**
 - a. Provide the district of residence with a printed list, in alphabetical order, of all SPED student records they are receiving.
 - b. Records must be boxed in alphabetical order.
 - c. Place a printed list of the SPED student records inside of each box to ensure student confidentiality.

- d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
- e. Provide the sponsor with updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt where student records were delivered.

10. Deliver the student records of all withdrawn and graduates to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.

- a. Provide the district of residence with a printed list of all student records they are receiving.
- b. Records must be boxed in alphabetical order.
- c. Place a printed list of the student records on the outside of each box of records.
- d. Obtain a signed delivery receipt from the residential district with the printed name, signature of the person receiving the records.
- e. Provide the sponsor with updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt where student records were delivered.

Section G: Financial Review and Notifications includes completing a review of the financial records within seven days of notice of suspension or closure.

1. Compile List of Creditors and Debtors.

- a. Compile a listing of Creditors. The list may include, but not be limited to, the following categories:
 - i. Contractors to whom the school owes payment.
 - ii. Lenders
 - iii. Mortgage holders
 - iv. Bond holders
 - v. Equipment suppliers
 - vi. Secured and unsecured creditors
 - vii. Persons or organizations who owe the school fees or credits.
 - viii. Lessees or sub-lessees of the school
 - ix. Any person or organization holding property of the school.
- b. Compile a listing of all debtors. That list may include, but not be limited to, the categories listed above under Creditors.

2. Notification to all Creditors

- a. Solicit from each creditor a final accounting of the school's accrued and unpaid debt
 - i. Compare the figures provided with the school's calculation of the debt and reconcile.
 - ii. Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.
 - iii. Schools having elected 'reimbursing' status for unemployment insurance must contact the Ohio Department of Job and Family Services, Office of Unemployment Insurance Operations to determine unemployment insurance liability.

3. Notification to all Debtors

- a. Contact all debtors and request payment.
 - i. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency.

- ii. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.

4. Notification to vendors and termination of contracts

- a. Notify utilities, insurance, landlord, banks, bond holders, contractors, etc., of potential default date and when last payment will likely occur.
- b. Notify all contractors of school closure and cessation of operations.
- c. Retain records of past contracts and payments with proof that they were paid in full.
- d. Terminate contracts for goods and services as of the last date such goods or services will be needed.
- e. Instruct contractors to remove any contractor property from the school by a certain date (e.g., copying machines, water coolers, other rented property).
- f. Maintain telephone, gas, electric, water, insurance and directors and officer's liability insurance long enough to cover the time required for all necessary closure procedures to be complete.

5. Review of budget and cash balances to ensure funds through closure process.

- a. Review budget and current-year expenditures to date to ensure that funds are enough to operate the school through the end of the school year, if applicable.
- b. Emphasize the legal requirement to limit expenditures to only those in the approved budget, while delaying approved expenditures that might no longer be necessary until a revised budget is approved.
- c. Acknowledge that there are unique expenditures associated with school closure and that the parties will meet to identify these expenditures and funding sources.
- d. Ensure that the school continues to collect revenues included in the school's budget, if applicable.
- e. Make revisions that closure and associated expenses while prioritizing continuity of instruction. The revised budget should include funding to ensure the school's treasurer is engaged to complete the closure process.

6. Terminate Operator (EMO/CMO) Agreement

- a. Review the operator agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires. Actions include:
 - i. The operator should be asked for a final invoice and accounting, including an accounting of any retained school funds and the status of grant funds.
 - ii. The school and the operator should agree upon how the company will continue to provide educational services until the last day of instruction.
 - iii. The school and the operator agree when other services including business services will end.

7. Notify all funding sources, charitable contributors, grants, etc.

8. Final Reporting of all EMIS items (staff, student, and fiscal)

- a. The community school governing authority's designees (school administration, treasurer, fiscal officer, etc.) must report all necessary information regarding students, staff, financials, etc., in EMIS. Please check the EMIS Manual and reporting schedule for details.

9. Preparation of year-end financial statements

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare the itemized financials (subject to revision based on Auditor of State's final audit) to include year-end financial statements, notes to the financial statements and federal awards, if applicable. These financials should include the following items:

- i. 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.
- ii. List of investments in paper (hard copy) format.
- iii. List of all payables and indicate when a check to pay the liability clears the bank.
- iv. List of all unused checks (collect and void all unused checks).
- v. List of any petty cash.
- vi. List of bank accounts, closing the accounts once all transactions are cleared.
- vii. List of all payroll reports including taxes, retirement, or adjustments on employee contract.
- viii. Lists of all accounts receivable.
- ix. List of assets and their disposition.

10. Establish approved order of Vendors to be Paid.

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must utilize only state dollars, auction proceeds, and any other non-federal dollars to pay creditors in the following order:
 - i. Retirement funds of employees of the schools, such as 401Ks.
 - ii. STRS/SERS retirement systems teachers and staff.
 - iii. Teachers and staff salaries.
 - iv. Unemployment insurance, if applicable.
 - v. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs.
 - vi. Any remaining funds are to be paid to the Department of Education.

Section H: Disposition of Assets

1. Establish a comprehensive Asset listing for the school by fund

- a. The community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority must establish a 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.
 - i. *NOTE: ORC 3314.0210, effective 02/01/2016, states when an operator or management company purchases furniture, computers, software, equipment or other personal property for use in the operation of a community school under this chapter with state funds that were paid to the operator or management company by the community school as payment for services rendered, such property is property of that school and is not property of the operator or management company. When a community school permanently closes and ceases its operation as a community school, any property that was acquired by the operator or management company of the school in the manner described in this section shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Revised Code.*

2. Separate Identification of Federal assets valued over \$5,000

- a. Unless otherwise described below for the Public Charter Schools 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 labeled 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).

3. **Separate identification of Federal assets purchased with PCSP funds**
 - a. The following are the responsibility of the community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority.
 - i. Public Charter School Program assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the Public Charter School Program. If there are no takers, then an auction sale must be held to dispose of the assets along with the state-funded assets.
 - ii. 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.
 - iii. Provide the Office of Community Schools with a written report of the property and, if available, a bill of sale. Completion within 30 days of closure.

4. **Separate identification of Federal assets purchased with NSLP funds.**
 - a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, is responsible for contacting the Office of Child Nutrition.
 - i. 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. Contact the Office for Child Nutrition prior to proceeding with any liquidation of equipment. Liquidation should be completed within 30 days of closure.

5. **Establish Fair Market Value**
 - a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish the fair market (initial and amortized) value following generally accepted business rules 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 (ORC 1309.627).
 - i. *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 also*
 - ii. *should be followed. If an asset has no 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.*
 - iii. As a best practice, sponsors are advised to periodically review schedule of assets and accompanying value to ensure that records are up to date.
 - b. In the case of a mid-year suspension or closure, the treasurer should complete the necessary review within seven days (7) of notice. In the case of closure at the conclusion of the school year, review should occur no later than May 1 prior to closure.

6. **Designation of Individual with legal authority for payment processing**
 - a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must identify staff who will have legal authority for payment processes (checks, cash, credit cards, etc.) and make designation within seven days following notice of suspension/closure.

7. **Board approved Disposition plan for assets**
 - a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish a disposition plan for all remaining assets. Disposition of remaining assets should be completed within 14 days of closure.

8. Notification of Public Auction

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must notify the Office of Community Schools and then the public media (print, media, radio) of the date, time, and location of the asset and/or property disposition auction. Notification shall take place within 30 days' notice of suspension or closure.

9. Board resolution for assets transferred to another public school at no cost.

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must provide board resolutions and minutes of any assets transferred at no cost to another school. In the case of a mid-year closure, a plan for disposition of assets shall be completed within 14 days of notice or closure.

10. Identify any Ohio Facilities Construction Commission guarantees

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

11. Notify the Ohio Facilities Construction Commission of the closure

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

12. Offer assets acquired from public districts back to district at Fair Market Value

- a. Consistent with ORC Section 3314.051, the community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, shall 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.

13. Prepare documentation on the sale of assets.

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must track the sale of items in addition to establishing a fair market value for each item and have supporting board resolutions for donation of items to another community, other public school, or nonprofit entity.

Section I: Final Payments and Adjustments

1. Final Payments to All Vendors

- a. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; payables (any money owed to another).

2. Completion of Final Audit

- a. Submission of the final audit report as presented by the Ohio Auditor of State's Office.

3. Send Remaining Funds to ODE

- a. Send all the remaining portion of funds to the Ohio Department of Education, Office of Budget and School Funding for final disposition.

4. Close all Bank Accounts.

- a. Treasurer shall direct all bank accounts to be formally closed.
 - i. Remaining checks shall be destroyed.

Section J: Quarterly Reporting; Dissolving the community school; Notifying the Secretary of State and IRS

1. **Sponsors provide quarterly reports** on the progress made of all suspension and closing procedures.
 - a. Submit this progress report via Epicenter by July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1 until suspension or closure process is complete.
2. **The governing authority adopts a resolution to dissolve the school** and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
 - a. The governing authority adopts a resolution to dissolve the school and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
 - b. Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve.
 - c. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution.
 - d. Consult with the school's attorney for further details.
3. **After the resolution to dissolve is authorized, dissolve the corporation** by delivering to the Secretary of State for filing articles of dissolution setting forth:
 - a. Name of the nonprofit corporation.
 - b. Address of the nonprofit corporation's principal office.
 - c. Date dissolution was authorized.
 - d. If dissolution was authorized by the directors, a statement to that effect.
 - e. If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve.
 - f. Additional information as the Secretary of State determines is necessary or appropriate.
4. **Notify IRS** of the closing of the school and/or dissolution of nonprofit corporation.