

**DIGITAL ACADEMY AGREEMENT**

This Agreement is made on 10/14/14, between Virtual Community School of Ohio and Galion School District. The contract period is one year, beginning July 1, 2014 and ending on June 30, 2015.

**A. Recitals**

1. Virtual Community School of Ohio (hereafter "VCS Ohio") is an Ohio licensed charter school located at 340 S. Waggoner Road, Reynoldsburg, Ohio 43068 (hereafter "VCS Office"). Galion School District (hereafter "Galion Schools") is an Ohio School District located at 470 Portland Way North, Galion, Ohio 44833.
2. "Class(es)" include all part-time courses listed in the VCS Ohio course catalog.
3. "School Year" is defined by the Galion School Board adopted academic calendar. School Year does not include VCS Ohio Summer School sessions.
4. "School Days" will be calculated using the Galion School Board adopted academic calendar.
5. VCS Ohio and Galion Schools enter into this agreement for the purpose of providing educational services.
6. Educational services include access to 7 credit hours per School Year.
7. Hereafter, "Academy Regular Education Students" are students who don't have an Individualized Education Program (IEP) and are fully enrolled at Galion Schools taking courses from VCS Ohio.
8. Hereafter, "Academy Special Education Students" are students who have a current Individualized Education Program (IEP) or 504 Plan and are fully enrolled at Galion Schools taking courses from VCS Ohio.

**B. Price and Terms of Payment**

1. For Regular Education Students, Galion Schools will pay VCS Ohio as follows:

First 45 Days	\$22.50 per instructional day
Remaining Days	\$16.00 per instructional day

2. For Regular Education Students who choose *not* to utilize a laptop computer from VCS Ohio, the rate will be as follows:

Each instructional day	\$13.21 per instructional day
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3. For Special Education Students, Galion Schools will pay VCS Ohio based on the following schedule:

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Special Education Category	Instructional Days for each student	Cost per Instructional Day
Category 1	First 45 days	\$26.50
	Remaining days	\$20.00
Category 2	First 45 days	\$28.00
	Remaining days	\$22.25
Category 3	First 45 days	\$48.00
	Remaining days	\$41.50
Category 4	First 45 days	\$59.75
	Remaining days	\$53.25
Category 5	First 45 days	\$67.25
	Remaining days	\$60.75
Category 6	First 45 days	\$90.75
	Remaining days	\$84.25

4. VCS Ohio will deduct \$4.00 per day, per student from the costs listed above, should the Galion Schools student waive the VCS Ohio laptop computer.
5. VCS Ohio will provide, at the request of Galion Schools, Special Education Services for the following costs:
  - a. Psychological Evaluation: \$800 plus mileage (at the IRS rate) if required to travel to Galion for meeting.
  - b. Initial IEP: \$400, plus mileage (at the IRS rate) if required to travel to Galion for a meeting.
  - c. Re-Evaluation IEP - \$300, plus mileage (at IRS rate) if required to travel to Galion for meeting.
6. VCS Ohio will offer the following services and courses for Galion Schools Regular Education Students who enroll for a single course:
  - a. \$349 per one-credit branching course
  - b. \$249 per half-credit branching course
  - c. \$219 per course – credit recovery
  - d. \$185 per credit hour – Dual Credit
  - e. Summer school – Costs TBD
7. VCS Ohio will invoice Galion Schools by the 16<sup>th</sup> of each month for any course enrollment.
8. Galion Schools shall make payments by check to VCS Ohio within 45 days of invoice date.
9. Payments not received after 45 days will be assessed a 10% late fee.

### C. VCS Ohio Covenants

1. VCS Ohio will provide both Galion Schools Regular Education Students and Special Education Students access to an unlimited number of VCS Ohio courses. Additional charges may apply for specialized courses.
2. VCS Ohio will provide Highly Qualified Teachers and/or Highly Qualified Adjunct Teachers, if required by the State of Ohio, to deliver the educational services to both Galion Schools Regular Education Students and Special Education Students.
3. VCS Ohio will offer both Galion Schools Regular Education Students and Academy Special Education Students a computer. Galion Schools students have the option to waive the computer if it isn't needed.
4. VCS Ohio will provide Help Desk Support and Technical Support for equipment and course issues to both Galion Schools Regular Education Students and Academy Special Education Students.
5. VCS Ohio will provide one training to Galion Schools staff.
6. VCS Ohio may provide additional trainings on a case by case basis.
7. VCS Ohio will collaborate with Galion Schools on marketing support and material.
8. VCS Ohio will provide Galion Schools access to grades for both Regular Education Students and Special Education Students at all times.
9. VCS Ohio will issue Galion Schools weekly progress reports to the "mentors".
10. VCS Ohio will adhere to any accommodations for Galion School students who have an IEP or 504 Plan.
11. Upon request, VCS Ohio teachers will:
  - a. Provide information needed for writing the IEP/ETR
  - b. Attend the IEP/ETR meeting remotely.
  - c. Provide progress reports for IEP students on their IEP goals and benchmarks each grading period, as identified by the Galion Schools calendar.

### D. Covenants

1. Galion Schools will provide all necessary information to enroll students in VCS Ohio courses.
2. Galion Schools will maintain all special education records, testing requests, IEP management, and any other necessary responsibilities relating to all Special Education students enrolled at Galion Schools. Additionally, Galion Schools will be responsible for any extra costs associated with related services, transportation and personal aide for the special education student as a result of the IEP/ETR.
3. Galion Schools will notify and invite necessary VCS Ohio teachers and staff at all IEP meetings related to Galion Schools Special Education Students.
4. Galion Schools will be responsible for all state required testing of both Galion Schools Regular Education Students and Academy Special Education Students.
5. Galion Schools will be responsible to provide VCS Ohio with the Galion Schools school calendar prior to the beginning of the VCS Ohio school year. The Galion Schools school calendar will include the ending date of each nine (9) weeks grading period.
6. Galion Schools will be responsible for lost, stolen or damaged equipment, at the following costs: Student Laptop: \$600.00. VCS Ohio will provide receipt.
- 7.

**E. Agreement Termination and Renewal Terms**

1. Either party will have just cause to terminate this agreement upon 30 days written notice to the other party if the other party:
  - a. Breaches any material obligation under this agreement and such party fails to cure the breach to the notifying party's satisfaction within 60 days after it requests such cure, or
  - b. Commits acts contrary to applicable law.
2. Galion Schools must give VCS Ohio a 60 day Notice to Non-Renew this agreement at the scheduled end of the current agreement. If Galion Schools fails to give such 60 day notice, this agreement will automatically renew as a year-to-year agreement.

VCS OHIO Representatives

By Daryl Albrecht Dated: 11/19/14  
Daryl Albrecht, Board President

By Shane Allen Dated: 11/19/14  
Shane Allen, Treasurer

By Jeff Nelson Dated: 11/19/14  
Jeff Nelson, Superintendent

GALION SCHOOLS Representatives

By SM. Hayes Dated: 11/14/14  
Galion Schools Representative