

August 21, 2015

Middlebury Academy
88 Kent St
Akron, OH 44305

RE: Financial Report as of 7/31/15

Dear Board Members:

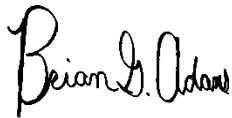
Attached are the reconciliations and financial statements for July 2015. During the preparation of the reconciliations neither my assistant nor I found any items that were out of compliance and all checks have been accounted for through 7/31/15.

The school has positive net income, positive working capital position, and good cash position. Additional information on the schools finances is contained in the financial summary and financial statements.

I would like to schedule a finance/audit committee meeting before the next board meeting. We haven't had one in some time and we should have one.

Any questions, clarification, or other correspondence can be directed to me at (614) 766-7009 (phone), (614) 766-7099 (fax), or by email at badams@ocscltd.com.

Best Regards,



Brian G. Adams MBA, CMA, CFM, CrFA
President and CEO

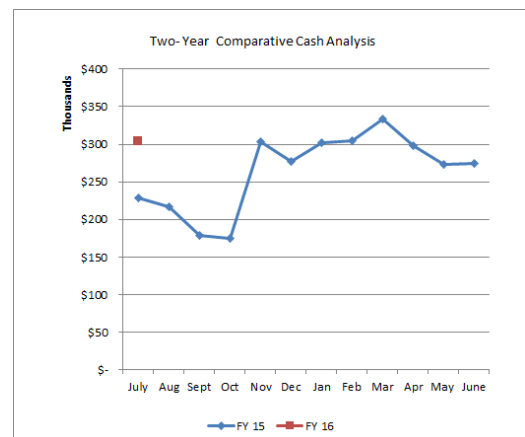
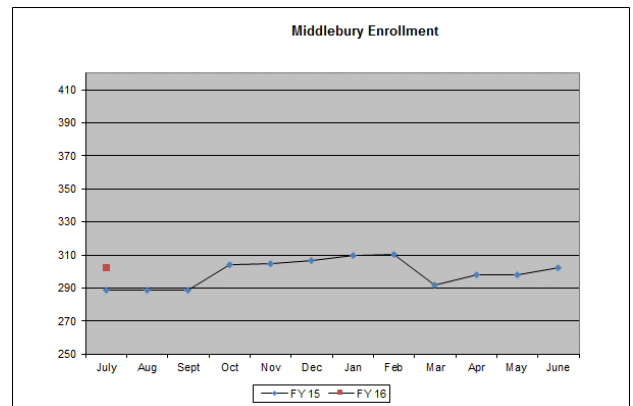
Middlebury Academy Financial Summary July 2015

Key Financials (as of 7/31/15):

- Total Cash Balance = \$303,719.86
- Net Revenue/(Loss) = \$1,699.59
- FYTD Revenue = \$194,598.42
- FYTD Expenditures = \$192,898.83
- Unencumbered Cash = \$38,047.26ⁱ
- Working Capital = \$219,262.49ⁱⁱ
- Debt/Equity = 0.66 (<1 is good)
- Return on Equity = 0.44%

Other Financial Issues:

- **FY16 Student Enrollment** – The July state funding for Middlebury was based on enrollment entered in the system as of the 15th the prior month. As such, the July payment is based on actual student enrollment entered in the School Options Enrollment System (SOES) formerly known as CSADM. In February, Middlebury was paid on a student FTE of 302.46. This is 13.48 more student FTE's than at this time last year.
- **CCIP Allocations FY 2015 and 2016-** The school has been awarded its federal dollars at this time. Details of the allocations are on the next page.
- **Cash Balance Analysis** – As part of the required reports to the sponsor and the Auditor of State, we will now provide the cash balances by month for your review. The School's cash balances were \$75,379.12 higher than last year at this same time. This is due increased enrollment and timing differences on accounts payable between FY 15 and FY 16.
- **FY 15 Close Out** – At this time we are preparing for the annual audit. We are closing the books and sending in the cash basis financial statements to ODE.



**Middlebury Academy
Financial Summary
July 2015
(continued)**

Most of the restricted fund receipts and disbursements for Middlebury are Federal Education Programs operated through the Consolidated Continuous Improvement Planning (CCIP) process at ODE. The charts below provides a summary of these funds for FY 15 and 16.

FY15 – CCIP Federal Education Programs				
Federal Programs Summary	FY 15 Allocations	Expenditures as of 7/31/15	Net Available Amount	% Remaining
Title I - Targeted Assistance	\$ 302,032.06	\$ 219,967.44	\$ 82,064.62	27%
Title II-A - Prof Dev	\$ 19,772.22	\$ 19,772.22	\$ -	0%
Title VI - IDEA-B	\$ 54,077.12	\$ 54,077.10	\$ 0.02	0%
Totals	\$ 375,881.40	\$ 293,816.76	\$ 82,064.64	22%

FY16 – CCIP Federal Education Programs				
Federal Programs Summary	FY 16 Allocations	Expenditures as of 7/31/15	Net Available Amount	% Remaining
Title I - Targeted Assistance	\$ 298,866.00	\$ -	\$ 298,866.00	100%
Title II-A - Prof Dev	\$ 19,355.87	\$ -	\$ 19,355.87	100%
Title VI - IDEA-B	\$ 66,914.11	\$ -	\$ 66,914.11	100%
Totals	\$ 385,135.98	\$ -	\$ 385,135.98	100%

Financial Tasks: *Current tasks and timelines for projects*

Task	Status
1. Fiscal Year 15 Close out	1. In progress
2. Period H Financial Reports	2. In progress
3. FY 16 CCIP Application	3. Complete

ⁱ Unencumbered Cash equals Total Cash less Total Current Liabilities. This represents Total Cash that the Board has at its discretion to use.

ⁱⁱ Working Capital equals Total Current Assets less Total Current Liabilities. This represents Total liquid assets that the Board has at its discretion.

Middlebury Academy
Balance Sheet
As of July 31, 2015

	<u>Jul 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
Star Ohio	28,317.93
Huntington Money Market Account	93,875.20
Huntington Checking Account	<u>171,843.73</u>
Total Checking/Savings	294,036.86
Accounts Receivable	
Grants Receivable	20,965.23
Receivables From Schools	<u>150,000.00</u>
Total Accounts Receivable	170,965.23
Other Current Assets	
Deposits	<u>10,250.00</u>
Total Other Current Assets	<u>10,250.00</u>
Total Current Assets	475,252.09
Fixed Assets	
Fixed Assets	
Leasehold Improvements	99,550.40
Furniture Fixtures and Equipment	105,568.70
Accumulated Depreciation	<u>-33,855.11</u>
Total Fixed Assets	<u>171,263.99</u>
Total Fixed Assets	<u>171,263.99</u>
TOTAL ASSETS	<u>646,516.08</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	24,430.81
Grants Funding Payable	1,000.00
Continuing Fees Payable	<u>278,289.05</u>
Total Accounts Payable	303,719.86
Other Current Liabilities	
Retirement System Payable	<u>-47,730.26</u>
Total Other Current Liabilities	<u>-47,730.26</u>
Total Current Liabilities	<u>255,989.60</u>
Total Liabilities	255,989.60
Equity	
Retained Earnings	388,826.89
Net Income	<u>1,699.59</u>
Total Equity	<u>390,526.48</u>
TOTAL LIABILITIES & EQUITY	<u>646,516.08</u>

Middlebury Academy
Profit & Loss
July 2015

	<u>Jul 15</u>
Ordinary Income/Expense	
Income	
Investment Earnings	10.65
Unrestricted State Grants	
Foundation	191,738.75
Facilities Funding	<u>2,313.60</u>
Total Unrestricted State Grants	194,052.35
Restricted Grant-In-Aid Fed	
Restricted Grant-In-Aid Fed	<u>516.66</u>
Total Restricted Grant-In-Aid Fed	516.66
Refund of Prior Year Expense	<u>18.76</u>
Total Income	<u>194,598.42</u>
Gross Profit	194,598.42
Expense	
Salaries	
Teaching Assignment	75,605.68
Special Education Teacher	4,672.50
Superintendent Salary	6,666.66
Classified Admin	7,086.66
Custodial Salary	<u>4,033.32</u>
Total Salaries	98,064.82
Benefits	
STRS Employers Match	13,729.08
Medical Benefits for Teachers	8,400.97
Medicare Match	1,421.94
Unemployment	<u>380.42</u>
Total Benefits	23,932.41
Purchased Services	
Instructional Services	4,062.50
Management Services	26,760.81
Sponsor Fees	5,752.16
Professional/Legal Services	456.98
Auditing & Accounting	2,806.91
Other Prof. Tech. Serv	641.67
Other Professional Services	1,450.00
Garbage Removal	228.27
Repair&Main.-Equip&Fur	328.00
Rental Expense	10,974.88
Lease Purchase	873.30
Other Property Services	2,344.73
Telephone	101.49
Postage	96.04
Adverstising	1,950.00
Electricity	970.36
Water and Sewage	235.11
Gas	60.06
Contracted Food Services	<u>1,605.51</u>
Total Purchased Services	61,698.78
Supplies and Materials	
Office Supplies	760.35
Software Admin	228.00
Other Supplies Instruction	3,797.34
Buildings Maintenance	2,097.38
Other Mater. & Suppl.	<u>1,680.75</u>
Total Supplies and Materials	8,563.82

Middlebury Academy
Profit & Loss
July 2015

	<u>Jul 15</u>
Other Objects	
Bond Premiums	207.00
Academic Extracurricular	<u>432.00</u>
Total Other Objects	<u>639.00</u>
Total Expense	<u>192,898.83</u>
Net Ordinary Income	<u>1,699.59</u>
Net Income	<u><u>1,699.59</u></u>

Middlebury Academy
Profit & Loss by Class
 July 2015

	<u>001-General Fund</u>	<u>006-Food Services</u>	<u>Title II-A, Improving TQ FY16 (590-Improv. Teacher Quality)</u>	<u>TOTAL</u>
Ordinary Income/Expense				
Income				
Investment Earnings	10.65	0.00	0.00	10.65
Unrestricted State Grants	194,052.35	0.00	0.00	194,052.35
Restricted Grant-In-Aid Fed	0.00	0.00	516.66	516.66
Refund of Prior Year Expense	18.76	0.00	0.00	18.76
Total Income	<u>194,081.76</u>	<u>0.00</u>	<u>516.66</u>	<u>194,598.42</u>
Gross Profit	194,081.76	0.00	516.66	194,598.42
Expense				
Salaries	98,064.82	0.00	0.00	98,064.82
Benefits	23,932.41	0.00	0.00	23,932.41
Purchased Services	59,576.61	1,605.51	516.66	61,698.78
Supplies and Materials	8,563.82	0.00	0.00	8,563.82
Other Objects	639.00	0.00	0.00	639.00
Total Expense	<u>190,776.66</u>	<u>1,605.51</u>	<u>516.66</u>	<u>192,898.83</u>
Net Ordinary Income	<u>3,305.10</u>	<u>-1,605.51</u>	<u>0.00</u>	<u>1,699.59</u>
Net Income	<u><u>3,305.10</u></u>	<u><u>-1,605.51</u></u>	<u><u>0.00</u></u>	<u><u>1,699.59</u></u>

Middlebury Academy Statement of Cash Flows

July 2015

Jul 15

OPERATING ACTIVITIES

Net Income 1,699.59

Adjustments to reconcile Net Income

to net cash provided by operations:

11002 · Grants Receivable 27,789.24

20000 · Accounts Payable 6,973.42

20003 · Continuing Fees Payable -11,717.36

21300 · Retirement System Payable -4,588.92

Net cash provided by Operating Activities 20,155.97

Net cash increase for period 20,155.97

Cash at beginning of period 273,880.89

Cash at end of period 294,036.86

Middlebury Academy
A/P Aging Summary
As of July 31, 2015

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
April N. Hart Co., LPA	350.00	0.00	0.00	0.00	0.00	350.00
Cambridge Education Group	106,268.15	0.00	0.00	0.00	0.00	106,268.15
Cintas Corporation #316	1,226.52	0.00	0.00	0.00	0.00	1,226.52
ComDoc Inc.	324.00	0.00	0.00	0.00	0.00	324.00
Daves Supermarket	1,680.75	0.00	0.00	0.00	0.00	1,680.75
Image Media Inc.	1,950.00	0.00	0.00	0.00	0.00	1,950.00
NWEA	4,062.50	0.00	0.00	0.00	0.00	4,062.50
Office Depot	97.50	0.00	0.00	0.00	0.00	97.50
Republic Services #870	228.27	0.00	0.00	0.00	0.00	228.27
School Outfitters	3,797.34	0.00	0.00	0.00	0.00	3,797.34
Solid Rock Sports LLC	362.44	0.00	0.00	0.00	0.00	362.44
ValTech Communications	101.49	0.00	0.00	0.00	0.00	101.49
Visitation of Mary Parish	10,250.00	0.00	0.00	0.00	0.00	10,250.00
WHLS of Ohio, LLC	0.00	0.00	0.00	0.00	173,020.90	173,020.90
TOTAL	<u>130,698.96</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>173,020.90</u>	<u>303,719.86</u>

Middlebury Academy
Reconciliation Summary
Period Ending 07/31/2015

	<u>Jul 31, 15</u>
Beginning Balance	303,276.20
Cleared Transactions	
Checks and Payments - 35 items	-457,695.82
Deposits and Credits - 10 items	457,829.73
Total Cleared Transactions	<u>133.91</u>
Cleared Balance	<u><u>303,410.11</u></u>
Uncleared Transactions	
Checks and Payments - 15 items	-9,373.25
Total Uncleared Transactions	<u>-9,373.25</u>
Register Balance as of 07/31/2015	<u><u>294,036.86</u></u>

Middlebury Academy
Bank Reconciliations Detail
As of July 31, 2015

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
Star Ohio									
Deposit	07/09/2015		Foundation		√	-SPLIT-	175,734.35		221,423.80
Transfer	07/10/2015		Funds Transfer		√	Huntington Checking Account		221,413.80	10.00
Deposit	07/21/2015		Breakfast and Lunch		√	1499 - *Undeposited Funds	23,732.08		23,742.08
Deposit	07/21/2015		Breakfast and Lunch		√	1499 - *Undeposited Funds	4,573.82		28,315.90
Deposit	07/31/2015		Interest		√	Investment Earnings	2.03		28,317.93
Total Star Ohio							204,042.28	221,413.80	28,317.93
Huntington Money Market Account									
Transfer	07/09/2015		Funds Transfer		√	Huntington Checking Account		29,746.27	93,866.58
Deposit	07/31/2015		Interest		√	Investment Earnings	8.62		93,875.20
Total Huntington Money Market Account							8.62	29,746.27	93,875.20
Huntington Checking Account									
Bill Pmt -Check	07/01/2015	11765	Visitation of Mary Parish	Inv#7-15 rent - Rent Payment for July 2015	√	Accounts Payable		10,250.00	94,328.59
Bill Pmt -Check	07/03/2015	11766	Akron Beacon Journal	Acct#1109298 Ad# 0003133930 Board meeting ad 06.03.15	√	Accounts Payable		44.63	94,283.96
Bill Pmt -Check	07/03/2015	11767	City of Akron	Acct#58-0134.300 - 04/24-5/27/15 water	√	Accounts Payable		671.35	93,612.61
Bill Pmt -Check	07/03/2015	11768	Lori Josephson	inv#07.01.15	√	Accounts Payable		720.00	92,892.61
Bill Pmt -Check	07/03/2015	11769	Office Depot	office supplies	√	Accounts Payable		67.95	92,824.66
Bill Pmt -Check	07/03/2015	11770	Ohio Edison	Acct#110 099 713 726 Electric for 05.19-6.17.15	√	Accounts Payable		1,429.01	91,395.65
Bill Pmt -Check	07/03/2015	11771	Preferred Meals	Meals Inv#CDIM/0545125	√	Accounts Payable		576.00	90,819.65
Bill Pmt -Check	07/03/2015	11772	VaiTech Communications	Acct# 302800 for Billing Period Inv# 06.28.15	√	Accounts Payable		102.67	90,716.98
Bill Pmt -Check	07/09/2015	EFT	Cambridge Education Group	Inv. PR 109 0615 - June Payroll	√	Continuing Fees Payable		117,985.51	-27,268.53
Transfer	07/09/2015		Funds Transfer		√	Huntington Money Market Account	29,746.27		2,477.74
Bill Pmt -Check	07/10/2015	11773	Office Depot	Inv#777589540001 Office Supplies	√	Accounts Payable		63.96	2,413.78
Bill Pmt -Check	07/10/2015	11774	Preferred Meals	Meals Inv#CDIM/0546504	√	Accounts Payable		770.80	1,642.98
Bill Pmt -Check	07/10/2015	11775	The M Conley Company	Inv#400374631 Cleaning Supplies	√	Accounts Payable		742.98	900.00
Transfer	07/10/2015		Funds Transfer		√	Star Ohio	221,413.80		222,313.80
Bill Pmt -Check	07/13/2015	EFT	April N. Hart Co., LPA	6-15 Legal Fees - July 2015 invoice covering Legal Service for June 2015	√	Accounts Payable		632.50	221,681.30
Bill Pmt -Check	07/14/2015	EFT	Ohio Community School Consultants	Inv. 3164 7-15 CFO Services	√	Accounts Payable		2,806.91	218,874.39
Bill Pmt -Check	07/17/2015	11776	#1 Business Surety Bond Services	Inv# 21464 - Account # 10322 - Dishonesty Bond Renewal - Expires 08/07/16	√	Accounts Payable		207.00	218,667.39
Bill Pmt -Check	07/17/2015	11777	Cambridge Education Group	Inv# ER 109 0615 Expense Reimbursement	√	Accounts Payable		1,049.98	217,617.41
Bill Pmt -Check	07/17/2015	11778	Dinsmore & Shohl LLP	Inv#3387049 - Legal Services rendered through June 30 ,2015	√	Accounts Payable		87.50	217,529.91
Bill Pmt -Check	07/17/2015	11779	Preferred Meals	Meals Inv#CDIM/0547687	√	Accounts Payable		460.80	217,069.11
Bill Pmt -Check	07/17/2015	11780	Shumaker, Loop & Kendrick, LLP	Inv#480113-4 Legal Services thru 06/30/15	√	Accounts Payable		19.48	217,049.63
Bill Pmt -Check	07/17/2015	11781	SpringboardCRM, LLC	inv# 2015-01- enrollment system	√	Accounts Payable		228.00	216,821.63
Bill Pmt -Check	07/17/2015	11782	St. Aloysius Orphanage	Inv# IVC32430 - Sponsorship Fee for July 2015	√	Sponsor Fees Payable		5,752.16	211,069.47
Bill Pmt -Check	07/20/2015	EFT	Cambridge Education Group	Inv. MF 109 0715 - July Management	√	Continuing Fees Payable	28,760.81		182,308.66
Bill Pmt -Check	07/24/2015	11783	Cintas Corporation #316	Cleaning Supplies	√	Accounts Payable		1,206.42	181,102.24
Bill Pmt -Check	07/24/2015	11784	ComDoc Inc.	Copier Maintenance	√	Accounts Payable		256.33	180,845.91
Bill Pmt -Check	07/24/2015	11785	ComDoc Leasing	Copier Lease	√	Accounts Payable		873.30	179,972.61
Bill Pmt -Check	07/24/2015	11786	Office Depot	Office Supplies	√	Accounts Payable		249.27	179,723.34
Bill Pmt -Check	07/24/2015	11787	Preferred Meals	Meals Inv#CDIM/0548254	√	Accounts Payable		230.40	179,492.94
Bill Pmt -Check	07/24/2015	11788	Rearden Capital	Inv#30011 Lighting Installation	√	Accounts Payable		1,532.90	177,960.04
Bill Pmt -Check	07/24/2015	11789	Roth Bros., Inc.	Inv# 567659 repairs	√	Accounts Payable		328.00	177,632.04
Bill Pmt -Check	07/24/2015	11790	Schoology	Inv# 13464 Enterprise Subscription and Implementation	√	Accounts Payable		641.67	176,990.37
Bill Pmt -Check	07/31/2015	11791	City of Akron	Acct#58-0134.300 - 05/27-6/25/15 water	√	Accounts Payable		235.11	176,755.26
Bill Pmt -Check	07/31/2015	11792	Dominion East Ohio	Acct# 3 4203 0002 7834 Gas Bill 08/06-08/11/15	√	Accounts Payable		60.06	176,695.20
Bill Pmt -Check	07/31/2015	11793	Office Depot	Office Supplies	√	Accounts Payable		413.58	176,281.62

Middlebury Academy
Bank Reconciliations Detail
As of July 31, 2015

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance	
Bill Pmt -Check	07/31/2015	11794	Ohio Edison	Acct#110 099 713 726 Electric for 06.19-7.17.15		Accounts Payable		970.36	175,311.26	
Bill Pmt -Check	07/31/2015	11795	Pitney Bowes	Inv# 07.12.15 for customer identificaiton number 22118520869 - Postage		Accounts Payable		96.04	175,215.22	
Bill Pmt -Check	07/31/2015	11796	Preferred Meals	Meals Inv#CDIM/0551860		Accounts Payable		914.31	174,300.91	
Bill Pmt -Check	07/31/2015	11797	Silco Fire & Security	Inv# 34530 Fire Alarm System Inspection		Accounts Payable		231.50	174,069.41	
Bill Pmt -Check	07/31/2015	11798	Solid Rock Sports LLC	inv#1028069 Invoice Date 07/23/15		Accounts Payable		362.44	173,706.97	
Bill Pmt -Check	07/31/2015	11799	Wall 2 Wall Reporting, LLC	Inv# 1048 EMIS/SOES Data Services		Accounts Payable		1,450.00	172,256.97	
Bill Pmt -Check	07/31/2015	11800	Tracy Tanner	Inv# 14081415 IceCream		Accounts Payable		432.00	171,824.97	
Deposit	07/31/2015			Refund Prior Year Payee:DEPOSIT	√	Refund of Prior Year Expense	18.76		171,843.73	
Total Huntington Checking Account								<u>251,178.83</u>	<u>183,913.69</u>	<u>171,843.73</u>
TOTAL								<u>455,229.73</u>	<u>435,073.76</u>	<u>294,036.86</u>

Middlebury Academy
Balance Sheet
As of June 30, 2015

	<u>Jul 31, 14</u>	<u>Aug 31, 14</u>	<u>Sep 30, 14</u>	<u>Oct 31, 14</u>	<u>Nov 30, 14</u>	<u>Dec 31, 14</u>	<u>Jan 31, 15</u>	<u>Feb 28, 15</u>	<u>Mar 31, 15</u>	<u>Apr 30, 15</u>	<u>May 31, 15</u>	<u>Jun 30, 15</u>
ASSETS												
Current Assets												
Checking/Savings												
Star Ohio	2,631.99	7,204.05	1,458.04	27,429.49	55,878.09	709.91	7,739.98	19,027.91	82,439.32	12.27	10.73	45,689.45
Huntington Money Market Account	51,142.13	51,148.65	51,154.96	51,161.47	18,940.23	8,302.24	106,154.99	203,962.05	148,221.06	126,829.46	177,278.56	123,612.85
Huntington Checking Account	174,566.62	157,922.82	126,670.81	95,750.67	129,358.11	268,722.05	188,122.11	81,877.66	103,522.66	170,949.24	95,552.25	104,578.59
Total Checking/Savings	<u>228,340.74</u>	<u>216,275.52</u>	<u>179,283.81</u>	<u>174,341.63</u>	<u>204,176.43</u>	<u>277,734.20</u>	<u>302,017.08</u>	<u>304,867.62</u>	<u>334,183.04</u>	<u>297,790.97</u>	<u>272,841.54</u>	<u>273,880.89</u>
Accounts Receivable												
Grants Receivable	5.42	0.00	0.00	79,983.73	79,983.73	5.42	63.84	81,528.55	5,407.69	5,407.69	0.00	7,809.84
Receivables From Schools	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00
Total Accounts Receivable	<u>150,005.42</u>	<u>150,000.00</u>	<u>150,000.00</u>	<u>229,983.73</u>	<u>229,983.73</u>	<u>150,005.42</u>	<u>150,063.84</u>	<u>231,528.55</u>	<u>155,407.69</u>	<u>155,407.69</u>	<u>150,000.00</u>	<u>157,809.84</u>
Other Current Assets												
Deposits	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00
Total Other Current Assets	<u>10,250.00</u>	<u>10,250.00</u>	<u>10,250.00</u>	<u>10,250.00</u>	<u>10,250.00</u>	<u>10,250.00</u>	<u>10,250.00</u>	<u>10,250.00</u>	<u>10,250.00</u>	<u>10,250.00</u>	<u>10,250.00</u>	<u>10,250.00</u>
Total Current Assets	<u>388,596.16</u>	<u>376,525.52</u>	<u>339,533.81</u>	<u>414,575.36</u>	<u>444,410.16</u>	<u>437,989.62</u>	<u>462,330.92</u>	<u>546,646.17</u>	<u>499,840.73</u>	<u>463,448.66</u>	<u>433,091.54</u>	<u>441,940.73</u>
Fixed Assets												
Fixed Assets												
Leasehold Improvements	99,550.40	99,550.40	99,550.40	99,550.40	99,550.40	99,550.40	99,550.40	99,550.40	99,550.40	99,550.40	99,550.40	99,550.40
Furniture Fixtures and Equipment	105,568.70	105,568.70	105,568.70	105,568.70	105,568.70	105,568.70	105,568.70	105,568.70	105,568.70	105,568.70	105,568.70	105,568.70
Accumulated Depreciation	-33,855.11	-33,855.11	-33,855.11	-33,855.11	-33,855.11	-33,855.11	-33,855.11	-33,855.11	-33,855.11	-33,855.11	-33,855.11	-33,855.11
Total Fixed Assets	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>
Total Fixed Assets	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>	<u>171,263.99</u>
TOTAL ASSETS	<u>559,860.15</u>	<u>547,789.51</u>	<u>510,797.80</u>	<u>585,839.35</u>	<u>615,674.15</u>	<u>609,253.61</u>	<u>633,594.91</u>	<u>717,910.16</u>	<u>671,104.72</u>	<u>634,712.65</u>	<u>604,355.53</u>	<u>613,204.72</u>
LIABILITIES & EQUITY												
Liabilities												
Current Liabilities												
Accounts Payable												
Accounts Payable	14,558.39	27,929.22	25,823.03	27,999.61	27,331.57	40,503.57	30,925.78	41,890.61	34,668.00	52,363.38	19,707.02	15,054.91
Grants Funding Payable	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Continuing Fees Payable	243,535.40	235,468.72	237,927.06	241,652.44	245,119.99	244,124.38	276,872.88	273,425.27	274,794.77	273,993.71	275,002.30	290,006.41
Total Accounts Payable	<u>259,093.79</u>	<u>264,397.94</u>	<u>264,750.09</u>	<u>270,652.05</u>	<u>273,451.56</u>	<u>285,627.95</u>	<u>308,798.66</u>	<u>316,315.88</u>	<u>310,462.77</u>	<u>327,357.09</u>	<u>295,709.32</u>	<u>306,061.32</u>
Other Current Liabilities												
Retirement System Payable	-4,365.11	-6,626.99	-8,350.82	-9,940.74	-11,530.66	-13,152.37	-18,165.64	-23,309.35	-28,705.40	-34,109.24	-40,029.27	-43,141.34
Total Other Current Liabilities	<u>-4,365.11</u>	<u>-6,626.99</u>	<u>-8,350.82</u>	<u>-9,940.74</u>	<u>-11,530.66</u>	<u>-13,152.37</u>	<u>-18,165.64</u>	<u>-23,309.35</u>	<u>-28,705.40</u>	<u>-34,109.24</u>	<u>-40,029.27</u>	<u>-43,141.34</u>
Total Current Liabilities	<u>254,728.68</u>	<u>257,770.95</u>	<u>256,399.27</u>	<u>260,711.31</u>	<u>261,920.90</u>	<u>272,475.58</u>	<u>290,633.02</u>	<u>293,006.53</u>	<u>281,757.37</u>	<u>293,247.85</u>	<u>255,680.05</u>	<u>262,919.98</u>
Total Liabilities	<u>254,728.68</u>	<u>257,770.95</u>	<u>256,399.27</u>	<u>260,711.31</u>	<u>261,920.90</u>	<u>272,475.58</u>	<u>290,633.02</u>	<u>293,006.53</u>	<u>281,757.37</u>	<u>293,247.85</u>	<u>255,680.05</u>	<u>262,919.98</u>
Equity												
Retained Earnings	315,449.10	315,449.10	315,449.10	315,449.10	315,449.10	315,449.10	315,449.10	315,449.10	315,449.10	315,449.10	315,449.10	315,449.10
Net Income	-10,317.63	-25,430.54	-61,050.57	9,678.94	38,304.15	21,328.93	27,512.79	109,454.53	73,898.25	26,015.70	33,226.38	34,835.64
Total Equity	<u>305,131.47</u>	<u>290,018.56</u>	<u>254,398.53</u>	<u>325,128.04</u>	<u>353,753.25</u>	<u>336,778.03</u>	<u>342,961.89</u>	<u>424,903.63</u>	<u>389,347.35</u>	<u>341,464.80</u>	<u>348,675.48</u>	<u>350,284.74</u>
TOTAL LIABILITIES & EQUITY	<u>559,860.15</u>	<u>547,789.51</u>	<u>510,797.80</u>	<u>585,839.35</u>	<u>615,674.15</u>	<u>609,253.61</u>	<u>633,594.91</u>	<u>717,910.16</u>	<u>671,104.72</u>	<u>634,712.65</u>	<u>604,355.53</u>	<u>613,204.72</u>

Middlebury Academy
Profit & Loss
July 2014 through June 2015

	<u>Jul 14</u>	<u>Aug 14</u>	<u>Sep 14</u>	<u>Oct 14</u>	<u>Nov 14</u>	<u>Dec 14</u>	<u>Jan 15</u>	<u>Feb 15</u>	<u>Mar 15</u>	<u>Apr 15</u>	<u>May 15</u>	<u>Jun 15</u>	<u>TOTAL</u>
Ordinary Income/Expense													
Income													
Investment Earnings	12.08	7.66	8.02	6.64	3.53	6.14	9.15	12.62	14.73	13.17	13.16	15.30	122.20
Misc Local Revenue	0.00	7.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	315.82	0.00	323.77
Unrestricted State Grants													
Foundation	182,628.84	182,628.84	182,628.84	200,018.75	217,881.43	202,926.75	209,301.53	205,337.55	166,541.09	177,228.78	169,002.14	206,289.43	2,302,413.97
Casino Tax	0.00	7,147.49	0.00	0.00	0.00	0.00	7,729.67	0.00	0.00	0.00	0.00	0.00	14,877.16
Facilities Funding	2,290.14	2,297.83	2,277.88	2,203.52	2,224.69	2,288.12	2,473.98	2,390.35	2,105.19	2,172.25	2,106.27	2,382.11	27,212.33
Total Unrestricted State Grants	184,918.98	192,074.16	184,906.72	202,222.27	220,106.12	205,214.87	219,505.18	207,727.90	168,646.28	179,401.03	171,108.41	208,671.54	2,344,503.46
Restricted Grant In-Aid State													
School Lunch	0.00	0.00	0.00	0.00	0.00	694.39	694.39	694.39	694.39	694.39	279.41	0.00	3,751.36
Other State Grants	0.00	0.00	0.00	900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900.00
Total Restricted Grant In-Aid State	0.00	0.00	0.00	900.00	0.00	694.39	694.39	694.39	694.39	694.39	279.41	0.00	4,651.36
Restricted Grant-In-Aid Fed													
Restricted Grant-In-Aid Fed	2,580.66	0.00	1,431.33	111,634.70	55,867.00	22,181.44	19,392.78	100,482.08	21,192.78	24,273.75	66,150.62	53,485.57	478,672.71
Total Restricted Grant-In-Aid Fed	2,580.66	0.00	1,431.33	111,634.70	55,867.00	22,181.44	19,392.78	100,482.08	21,192.78	24,273.75	66,150.62	53,485.57	478,672.71
Refund of Prior Year Expense	4,026.75	0.00	0.00	0.00	0.00	0.00	178.75	0.00	461.67	0.00	0.00	0.00	4,667.17
Total Income	191,538.47	192,089.77	186,346.07	314,763.61	275,976.65	228,096.84	239,780.25	308,916.99	191,009.85	204,382.34	237,867.42	262,172.41	2,832,940.67
Gross Profit	191,538.47	192,089.77	186,346.07	314,763.61	275,976.65	228,096.84	239,780.25	308,916.99	191,009.85	204,382.34	237,867.42	262,172.41	2,832,940.67
Expense													
Salaries													
Teaching Assignment	71,891.34	64,826.65	70,028.13	37,213.09	68,026.37	65,716.14	66,563.78	49,720.80	67,108.91	66,913.31	62,846.21	77,364.25	768,218.98
Special Education Teacher	8,066.68	6,320.84	5,955.84	37,134.12	6,320.84	5,679.50	3,995.00	21,674.84	3,010.00	3,110.00	3,445.00	4,163.75	108,876.41
Superintendent Salary	5,416.66	5,696.26	5,696.26	5,696.26	5,696.26	5,696.26	8,569.27	5,696.26	6,250.00	6,250.00	6,250.00	11,250.00	78,163.49
Classified Admin	6,583.34	7,166.66	6,520.00	8,346.66	8,346.66	10,281.16	9,416.66	10,281.16	9,711.66	10,161.66	10,096.66	10,196.66	107,108.94
Custodial Salary	3,666.68	4,033.32	3,686.66	4,453.32	4,453.32	5,243.32	5,003.32	5,243.32	4,733.32	4,323.32	4,433.32	4,153.32	53,426.54
Total Salaries	95,624.70	88,043.73	91,886.89	92,843.45	92,843.45	92,616.38	93,548.03	92,616.38	90,813.89	90,758.29	87,071.19	107,127.98	1,115,794.36
Benefits													
STRS Employers Match	13,387.47	12,326.12	12,864.17	12,998.08	12,998.08	12,966.29	17,444.71	12,966.29	12,713.95	12,706.16	12,189.97	14,997.93	160,559.22
Medical Benefits for Teachers	7,839.22	7,426.12	5,714.40	8,461.70	8,461.70	8,141.74	7,962.65	8,141.74	7,463.60	8,580.06	8,221.88	8,580.06	94,994.87
Medicare Match	1,351.10	1,276.65	1,332.38	1,346.24	1,346.24	1,342.94	1,356.49	1,342.94	1,316.82	1,316.01	1,262.54	1,553.38	16,143.73
BWC	0.00	0.00	0.00	0.00	0.00	-276.09	1,505.29	0.00	0.00	0.00	0.00	0.00	1,229.20
Unemployment	0.00	1.84	273.01	280.67	280.67	3,302.94	3,890.10	3,302.94	3,179.56	1,318.45	6,425.79	724.09	22,980.06
Total Benefits	22,577.79	21,030.73	20,183.96	23,086.69	23,086.69	25,477.82	32,159.24	25,753.91	24,673.93	23,920.68	28,100.18	25,855.46	295,907.08
Purchased Services													
Instructional Services	8,157.50	0.00	840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,997.50
Professional Development	0.00	1,971.17	2,350.00	8,002.50	8,063.00	1,815.00	5,335.00	3,382.50	7,331.95	4,963.75	9,042.90	3,166.25	55,424.02
Health Services	0.00	0.00	1,182.18	9,183.97	8,092.28	7,130.23	7,191.84	12,761.41	0.00	31,295.59	13,061.57	22,132.72	112,031.79
Management Services	34,269.66	27,687.02	27,395.14	30,002.81	36,149.76	54,896.97	31,395.23	26,801.00	24,981.16	38,813.60	25,350.32	38,751.30	396,493.97
Sponsor Fees	5,478.87	5,478.87	5,478.87	6,000.56	6,536.45	6,087.80	6,279.05	6,160.13	4,996.23	5,316.86	5,508.97	6,188.68	69,511.34
Board Stipends	700.00	0.00	2,250.00	2,250.00	0.00	2,250.00	0.00	0.00	1,500.00	1,875.00	0.00	2,625.00	13,450.00

Middlebury Academy
Profit & Loss
July 2014 through June 2015

	Jul 14	Aug 14	Sep 14	Oct 14	Nov 14	Dec 14	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 15	TOTAL
Professional/Legal Services	418.75	4,174.23	1,692.50	5,056.89	638.13	543.75	1,612.61	179.14	1,661.79	3,223.88	750.00	-28.75	19,922.92
Auditing & Accounting	2,800.00	3,525.91	2,800.00	2,960.00	3,790.00	4,912.00	2,800.00	3,908.24	2,800.00	4,384.00	4,554.32	2,827.41	42,061.88
Board Services	0.00	0.00	0.00	0.00	0.00	65.42	0.00	0.00	375.00	0.00	0.00	18.87	459.29
Other Professional Services	3,360.00	4,000.00	5,178.00	5,863.15	7,635.62	4,990.00	5,433.10	5,250.00	5,426.25	5,237.40	3,902.50	9,300.00	65,576.02
Garbage Removal	205.58	708.54	204.79	204.33	0.00	413.71	208.80	200.28	197.62	198.08	196.59	0.00	2,738.32
Repairs	0.00	155.00	1,400.00	95.00	0.00	410.00	0.00	705.00	95.00	350.00	525.00	300.00	4,035.00
Repair&Main.-Equip&Fur	5,113.11	3,839.28	601.03	7,043.02	1,717.26	1,948.93	588.50	316.00	0.00	0.00	65.75	0.00	21,232.88
Property Insurance	0.00	0.00	422.10	0.00	-157.46	241.56	0.00	0.00	0.00	0.00	0.00	0.00	506.20
Rental Expense	10,900.00	10,250.00	10,250.00	10,250.00	20,500.00	0.00	20,500.00	10,250.00	10,250.00	10,250.00	10,250.00	10,250.00	133,900.00
Lease Purchase	681.71	681.71	941.76	1,780.82	0.00	779.56	1,746.60	0.00	0.00	1,746.60	873.30	873.30	10,105.36
Other Property Services	551.13	417.50	2,344.31	3,863.51	5,089.61	5,298.75	4,042.58	5,379.80	6,489.13	2,951.43	6,188.14	3,466.46	46,082.35
Travel-Prof. Dev.	0.00	106.44	0.00	0.00	0.00	690.20	0.00	0.00	2,031.58	0.00	363.48	0.00	3,191.70
Board Meeting Expenses	0.00	500.00	0.00	11.13	0.00	357.50	0.00	0.00	68.41	0.00	0.00	0.00	937.04
Telephone	85.00	85.00	312.54	101.43	170.00	285.68	0.00	0.00	596.17	103.08	0.00	306.51	2,045.41
Postage	188.61	417.98	0.00	288.82	307.73	0.00	95.82	334.80	29.99	95.82	208.99	0.00	1,968.56
Messenger Service	0.00	0.00	6.68	0.00	13.30	6.65	0.00	6.61	0.00	7.01	20.37	0.00	60.62
Adverstising	1,990.28	2,822.47	81.34	76.89	748.91	58.63	0.00	62.94	0.00	141.56	0.00	759.71	6,742.73
Other Comm. (Internet)	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	913.20	1,013.20
Electricity	1,485.25	0.00	2,955.06	1,426.32	1,389.83	1,257.65	1,208.17	0.00	0.00	3,603.31	1,343.98	1,429.01	16,098.58
Water and Sewage	152.10	0.00	178.14	601.42	536.36	568.89	560.72	328.84	474.72	592.70	625.74	671.35	5,290.98
Gas	65.53	64.34	73.51	84.09	692.24	1,635.40	1,844.00	2,123.71	2,146.08	0.00	1,896.19	78.40	10,703.49
Contracted Food Services	2,696.58	2,736.00	29,199.20	27,058.40	24,556.80	20,268.80	11,470.40	18,058.80	24,662.80	14,504.00	22,101.20	6,751.60	204,064.58
Pupil Trans Other Sources	0.00	0.00	0.00	125.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	575.00	1,000.00
Insurance	0.00	0.00	7,130.00	0.00	0.00	0.00	2,870.87	0.00	0.00	0.00	0.00	0.00	10,000.87
Total Purchased Services	<u>79,399.66</u>	<u>69,621.46</u>	<u>105,267.15</u>	<u>122,330.06</u>	<u>126,469.82</u>	<u>116,913.08</u>	<u>105,183.29</u>	<u>96,209.20</u>	<u>96,113.88</u>	<u>129,953.67</u>	<u>106,829.31</u>	<u>111,356.02</u>	<u>1,265,646.60</u>
Supplies and Materials													
Instruactional Supplies	0.00	3,625.66	0.00	0.00	1,077.98	514.17	-426.60	0.00	77.44	0.00	0.00	0.00	4,868.65
Office Supp-Special Ed	0.00	287.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	287.00
Office Supplies	733.53	1,830.04	1,753.14	1,684.18	858.38	1,927.26	991.00	3,367.77	703.27	2,389.61	1,315.17	330.79	17,884.14
Software Instruction	0.00	8,350.00	0.00	0.00	1,641.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,991.67
Software Admin	0.00	790.00	500.00	225.00	0.00	225.00	225.00	225.00	1,186.00	240.00	228.00	228.00	4,072.00
Other Supplies Instruction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,137.66	0.00	2,577.92	0.00	0.00	4,715.58
Other Supplies Admin	0.00	0.00	0.00	0.00	28.68	0.00	360.00	0.00	0.00	0.00	0.00	0.00	388.68
New Textbooks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,352.66	0.00	0.00	0.00	9,352.66
Other Textbooks	0.00	0.00	0.00	0.00	0.00	38.95	0.00	0.00	0.00	0.00	0.00	0.00	38.95
Newspapers	1,203.93	1,058.20	0.00	224.98	0.00	0.00	0.00	0.00	0.00	490.11	0.00	0.00	2,977.22
Food Products-Lunch	0.00	0.00	0.00	0.00	0.00	0.00	211.45	324.04	80.00	0.00	0.00	65.08	680.57
Candies and Snacks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.79	18.47	0.00	0.00	0.00	54.26
Other Food Products	0.00	0.00	48.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	111.50	189.50
Buildings Maintenance	518.03	22.80	887.56	2,745.07	437.03	1,638.53	675.42	1,798.51	1,367.91	938.88	2,065.64	4,432.03	17,527.41
Equipment and Furniture	0.00	9,334.81	366.17	0.00	0.00	733.50	0.00	2,641.46	0.00	0.00	2,220.99	8,729.54	24,026.47
Other Mater. & Suppl.	1,375.82	3,198.25	496.12	875.38	311.50	699.08	67.93	0.00	764.35	289.91	2,130.96	2,223.51	12,432.81
Total Supplies and Materials	<u>3,831.31</u>	<u>28,496.76</u>	<u>4,050.99</u>	<u>5,754.61</u>	<u>4,385.24</u>	<u>5,776.49</u>	<u>2,104.20</u>	<u>10,530.23</u>	<u>13,550.10</u>	<u>6,926.43</u>	<u>7,960.76</u>	<u>16,120.45</u>	<u>109,487.57</u>
Capital Outlay													
Improvements	0.00	0.00	0.00	0.00	0.00	0.00	290.00	0.00	0.00	0.00	0.00	0.00	290.00
Total Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>290.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>290.00</u>

Middlebury Academy
Profit & Loss
July 2014 through June 2015

	<u>Jul 14</u>	<u>Aug 14</u>	<u>Sep 14</u>	<u>Oct 14</u>	<u>Nov 14</u>	<u>Dec 14</u>	<u>Jan 15</u>	<u>Feb 15</u>	<u>Mar 15</u>	<u>Apr 15</u>	<u>May 15</u>	<u>Jun 15</u>	<u>TOTAL</u>
Other Objects													
Memberships	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,158.75	0.00	0.00	0.00	0.00	1,158.75
Bank Charges	16.43	2.50	11.79	11.79	2.50	38.34	2.50	2.50	11.79	10.34	2.40	14.89	127.77
Other Dues and Fees	199.21	7.50	565.32	7.50	563.74	377.50	46.98	7.50	1,077.75	7.50	75.00	-479.03	2,456.47
Bond Premiums	207.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	207.00
Other Insurance	0.00	0.00	0.00	0.00	0.00	0.00	120.78	120.78	120.78	0.00	120.78	120.78	603.90
Academic Extracurricular	0.00	0.00	0.00	0.00	0.00	3,872.45	141.37	576.00	204.01	687.98	497.12	446.60	6,425.53
Total Other Objects	<u>422.64</u>	<u>10.00</u>	<u>577.11</u>	<u>19.29</u>	<u>566.24</u>	<u>4,288.29</u>	<u>311.63</u>	<u>1,865.53</u>	<u>1,414.33</u>	<u>705.82</u>	<u>695.30</u>	<u>103.24</u>	<u>10,979.42</u>
Total Expense	<u>201,856.10</u>	<u>207,202.68</u>	<u>221,966.10</u>	<u>244,034.10</u>	<u>247,351.44</u>	<u>245,072.06</u>	<u>233,596.39</u>	<u>226,975.25</u>	<u>226,566.13</u>	<u>252,264.89</u>	<u>230,656.74</u>	<u>260,563.15</u>	<u>2,798,105.03</u>
Net Ordinary Income	<u>-10,317.63</u>	<u>-15,112.91</u>	<u>-35,620.03</u>	<u>70,729.51</u>	<u>28,625.21</u>	<u>-16,975.22</u>	<u>6,183.86</u>	<u>81,941.74</u>	<u>-35,556.28</u>	<u>-47,882.55</u>	<u>7,210.68</u>	<u>1,609.26</u>	<u>34,835.64</u>
Net Income	<u><u>-10,317.63</u></u>	<u><u>-15,112.91</u></u>	<u><u>-35,620.03</u></u>	<u><u>70,729.51</u></u>	<u><u>28,625.21</u></u>	<u><u>-16,975.22</u></u>	<u><u>6,183.86</u></u>	<u><u>81,941.74</u></u>	<u><u>-35,556.28</u></u>	<u><u>-47,882.55</u></u>	<u><u>7,210.68</u></u>	<u><u>1,609.26</u></u>	<u><u>34,835.64</u></u>

Middlebury Academy
Profit & Loss by Class
July 2014 through June 2015

	<u>001-General Fund</u>	<u>006-Food Services</u>	<u>Race to the Top FY15 (506-Race to the Top)</u>	<u>IDEA FY15 (516 IDEA)</u>	<u>Title I 2015 (572-Title I)</u>	<u>Title II-A, Improving TQ FY15 (590-Improv. Teacher Quality)</u>	<u>TOTAL</u>
Ordinary Income/Expense							
Income							
Investment Earnings	122.20	0.00	0.00	0.00	0.00	0.00	122.20
Misc Local Revenue	323.77	0.00	0.00	0.00	0.00	0.00	323.77
Unrestricted State Grants	2,344,503.46	0.00	0.00	0.00	0.00	0.00	2,344,503.46
Restricted Grant In-Aid State	900.00	3,751.36	0.00	0.00	0.00	0.00	4,651.36
Restricted Grant-In-Aid Fed	900.00	179,914.46	7,804.40	54,077.12	216,204.51	19,772.22	478,672.71
Refund of Prior Year Expense	4,667.17	0.00	0.00	0.00	0.00	0.00	4,667.17
Total Income	<u>2,351,416.60</u>	<u>183,665.82</u>	<u>7,804.40</u>	<u>54,077.12</u>	<u>216,204.51</u>	<u>19,772.22</u>	<u>2,832,940.67</u>
Gross Profit	2,351,416.60	183,665.82	7,804.40	54,077.12	216,204.51	19,772.22	2,832,940.67
Expense							
Salaries	830,976.59	0.00	0.00	54,077.12	213,168.43	17,572.22	1,115,794.36
Benefits	295,907.08	0.00	0.00	0.00	0.00	0.00	295,907.08
Purchased Services	1,058,542.02	204,064.58	0.00	0.00	840.00	2,200.00	1,265,646.60
Supplies and Materials	99,487.09	0.00	7,804.40	0.00	2,196.08	0.00	109,487.57
Capital Outlay	290.00	0.00	0.00	0.00	0.00	0.00	290.00
Other Objects	10,979.42	0.00	0.00	0.00	0.00	0.00	10,979.42
Total Expense	<u>2,296,182.20</u>	<u>204,064.58</u>	<u>7,804.40</u>	<u>54,077.12</u>	<u>216,204.51</u>	<u>19,772.22</u>	<u>2,798,105.03</u>
Net Ordinary Income	<u>55,234.40</u>	<u>-20,398.76</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,835.64</u>
Net Income	<u><u>55,234.40</u></u>	<u><u>-20,398.76</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>34,835.64</u></u>

Middlebury Academy
Statement of Cash Flows
July 2014 through June 2015

	<u>Jul '14 - Jun 15</u>
OPERATING ACTIVITIES	
Net Income	34,835.64
Adjustments to reconcile Net Income to net cash provided by operations:	
11002 · Grants Receivable	19,990.05
20000 · Accounts Payable	-8,174.08
20003 · Continuing Fees Payable	69,284.39
20004 · Sponsor Fees Payable	-389.66
21300 · Retirement System Payable	-39,976.76
Net cash provided by Operating Activities	<u>75,569.58</u>
Net cash increase for period	75,569.58
Cash at beginning of period	198,311.31
Cash at end of period	<u><u>273,880.89</u></u>

Middlebury Academy
A/P Aging Summary
As of June 30, 2015

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Akron Beacon Journal	0.00	44.63	0.00	0.00	0.00	44.63
Cambridge Education Group	117,985.51	0.00	0.00	0.00	0.00	117,985.51
Cintas Corporation #316	276.70	801.84	0.00	0.00	0.00	1,078.54
City of Akron	0.00	671.35	0.00	0.00	0.00	671.35
Office Depot	63.96	67.95	0.00	0.00	0.00	131.91
Ohio Edison	0.00	1,429.01	0.00	0.00	0.00	1,429.01
Preferred Meals	770.80	576.00	0.00	0.00	0.00	1,346.80
ValTech Communications	102.67	0.00	0.00	0.00	0.00	102.67
Visitation of Mary Parish	10,250.00	0.00	0.00	0.00	0.00	10,250.00
WHLS of Ohio, LLC	0.00	0.00	0.00	0.00	173,020.90	173,020.90
TOTAL	<u>129,449.64</u>	<u>3,590.78</u>	<u>0.00</u>	<u>0.00</u>	<u>173,020.90</u>	<u>306,061.32</u>

Middlebury Academy
Reconciliation Summary
Period Ending 06/30/2015

	<u>Jun 30, 15</u>
Beginning Balance	321,704.27
Cleared Transactions	
Checks and Payments - 87 items	-498,920.20
Deposits and Credits - 7 items	480,492.13
Total Cleared Transactions	<u>-18,428.07</u>
Cleared Balance	<u><u>303,276.20</u></u>
Uncleared Transactions	
Checks and Payments - 8 items	-31,995.31
Deposits and Credits - 3 items	2,600.00
Total Uncleared Transactions	<u>-29,395.31</u>
Register Balance as of 06/30/2015	<u><u>273,880.89</u></u>

Middlebury Academy
Bank Reconciliations Detail
As of June 30, 2015

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
Star Ohio									
Deposit	06/10/2015			June Foundation	√	-SPLIT-	190,561.54		190,572.27
Transfer	06/17/2015			Funds Transfer	√	Huntington Checking Account		190,562.27	10.00
Deposit	06/19/2015			T-I FY 15	√	Restricted Grant-In-Aid Fed	45,675.73		45,685.73
Deposit	06/30/2015			Interest	√	Investment Earnings	3.72		45,689.45
Total Star Ohio							236,240.99	190,562.27	45,689.45
Huntington Money Market Account									
Transfer	06/08/2015			Funds Transfer	√	Huntington Checking Account		35,656.67	141,621.89
Transfer	06/16/2015			Funds Transfer	√	Huntington Checking Account		18,020.62	123,601.27
Deposit	06/30/2015			Interest	√	Investment Earnings	11.58		123,612.85
Total Huntington Money Market Account							11.58	53,677.29	123,612.85
Huntington Checking Account									
Bill Pmt -Check	06/01/2015	11715	Visitation of Mary Parish	Inv#6-15 rent - Rent Payment for June 2015	√	Accounts Payable		10,250.00	85,302.25
Check	06/05/2015		QuickBooks Payroll Service	Created by Direct Deposit Service on 06/04/2015	√	-SPLIT-		1.55	85,300.70
Check	06/05/2015		QuickBooks Payroll Service	Created by Direct Deposit Service on 06/04/2015	√	-SPLIT-		9.29	85,291.41
Bill Pmt -Check	06/05/2015	11716	Ashley Freed	Inv# 5.28.15 Security Services	√	Accounts Payable		220.00	85,071.41
Bill Pmt -Check	06/05/2015	11717	City of Akron	Acct#58-0134.300 - 03/23-04/24/15 water	√	Accounts Payable	625.74		84,445.67
Bill Pmt -Check	06/05/2015	11718	Eddie Lee Boyd	Security for 5/26, 5/27	√	Accounts Payable	220.00		84,225.67
Bill Pmt -Check	06/05/2015	11719	Kimberly Williams	Inv# 5.22.15 Security Services	√	Accounts Payable		220.00	84,005.67
Bill Pmt -Check	06/05/2015	11720	Office Depot	Office Supplies	√	Accounts Payable		303.32	83,702.35
Bill Pmt -Check	06/05/2015	11721	Preferred Meals	Meals Inv#CDIM/0536096	√	Accounts Payable		7,074.00	76,628.35
Bill Pmt -Check	06/05/2015	11722	Republic Services #870	Inv#0870-001530450 Acct #3-0870-0032817 Garbage Removal	√	Accounts Payable		196.59	76,431.76
Bill Pmt -Check	06/05/2015	11723	Ronald Stephanoff	Security on 5/21, 5/22, 5/26	√	Accounts Payable		316.25	76,115.51
Bill Pmt -Check	06/05/2015	11724	School Financial Services, Inc.	Inv#SFS 0515 May 2015 Payroll processing fee	√	Accounts Payable		700.00	75,415.51
Bill Pmt -Check	06/05/2015	11725	The M Conley Company	Inv#400356770 Cleaning Supplies	√	Accounts Payable		821.91	74,593.60
Check	06/08/2015	EFT	Patricia Beals	Board Food Reimbursement	√	Board Services		18.87	74,574.73
Check	06/08/2015	EFT	Calleiah R. Kennedy	Direct Deposit Board Meeting Stipend 6.3.15	√	Board Stipends		375.00	74,199.73
Check	06/08/2015	EFT	Angela Robinson	Direct Deposit Board Meeting Stipend 6.3.15	√	Board Stipends		375.00	73,824.73
Check	06/08/2015	EFT	Patricia Beals	Direct Deposit Board Meeting Stipend 6.3.15	√	Board Stipends		375.00	73,449.73
Check	06/08/2015	EFT	Marsha Wise	Direct Deposit Board Meeting Stipend 6.3.15	√	Board Stipends		375.00	73,074.73
Check	06/08/2015	EFT	Ron McDaniel	Direct Deposit Board Meeting Stipend 6.3.15	√	Board Stipends		375.00	72,699.73
Check	06/08/2015	EFT	Janice Baumann	Direct Deposit Board Meeting Stipend 6.3.15	√	Board Stipends		375.00	72,324.73
Transfer	06/08/2015			Funds Transfer	√	Huntington Money Market Account	35,656.67		107,981.40
Bill Pmt -Check	06/08/2015	EFT	Cambridge Education Group	Inv. PR 109 0515	√	Continuing Fees Payable		102,981.40	5,000.00
Check	06/09/2015		QuickBooks Payroll Service	Created by Direct Deposit Service on 06/08/2015	√	-SPLIT-		1.55	4,998.45
Check	06/10/2015	EFT	Jessica Hricovec	Direct Deposit Board Meeting Stipend 6.3.15	√	Board Stipends		375.00	4,623.45
Bill Pmt -Check	06/10/2015	EFT	Ohio Community School Consultants	Inv#3139 CFO	√	Accounts Payable		2,806.91	1,816.54
Bill Pmt -Check	06/12/2015	11726	ABC Drain and Plumbing	Inv#14227 Plumbing repairs	√	Accounts Payable		300.00	1,516.54
Bill Pmt -Check	06/12/2015	11727	Akron Board of Education	inv#6615 - juvenile deteion ceter cost first semester	√	Accounts Payable		420.97	1,095.57
Bill Pmt -Check	06/12/2015	11728	Art Sparks	inv#1025 - fitness program	√	Accounts Payable		3,520.00	-2,424.43
Bill Pmt -Check	06/12/2015	11729	Ashley Freed	Inv#6.02.15 Security Services	√	Accounts Payable		110.00	-2,534.43
Bill Pmt -Check	06/12/2015	11730	CDW	Inv#VW05577- Tech	√	Accounts Payable		517.19	-3,051.62
Bill Pmt -Check	06/12/2015	11731	Daves Supermarket	account# 899 Inv#05.29.15	√	Accounts Payable		2,192.36	-5,243.98
Bill Pmt -Check	06/12/2015	11732	Durham School Services	field trip transportation	√	Accounts Payable		575.00	-5,818.98
Bill Pmt -Check	06/12/2015	11733	Eddie Lee Boyd	Security for 6/1,6/2,6/3	√	Accounts Payable		330.00	-6,148.98
Bill Pmt -Check	06/12/2015	11734	Epiphany Management Group	Management	√	Accounts Payable		3,300.00	-9,448.98

Middlebury Academy
Bank Reconciliations Detail
As of June 30, 2015

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance	
Bill Pmt -Check	06/12/2015	11735	Fun 'n' Stuff	PO#41215-1 - unlimited and 5 tokens	√	Accounts Payable		446.60	-9,895.58	
Bill Pmt -Check	06/12/2015	11736	Kimberly Williams	Inv# 5.29.15 Security Services		Accounts Payable		110.00	-10,005.58	
Bill Pmt -Check	06/12/2015	11737	Michael Harrison	Security Services on 5/29/15	√	Accounts Payable		110.00	-10,115.58	
Bill Pmt -Check	06/12/2015	11738	Michael Heath	Inv# 05.28.15	√	Accounts Payable		96.50	-10,212.08	
Bill Pmt -Check	06/12/2015	11739	Paul A Griffith	APD for 06/01/15	√	Accounts Payable		110.00	-10,322.08	
Bill Pmt -Check	06/12/2015	11740	Preferred Meals	Meals Inv#CDIM/0539348	√	Accounts Payable		2,932.80	-13,254.88	
Bill Pmt -Check	06/12/2015	11741	Rearden Capital	Inv#30009 Lighting Installation	√	Accounts Payable		1,532.90	-14,787.78	
Bill Pmt -Check	06/12/2015	11742	Ronald Stephanoff	Security on 6/3	√	Accounts Payable		110.00	-14,897.78	
Bill Pmt -Check	06/12/2015	11743	The M Conley Company	Inv#400368946 Cleaning Supplies	√	Accounts Payable		622.58	-15,520.36	
Bill Pmt -Check	06/12/2015	11744	Treasurer of State	BILL000000184236 - Auditing	√	Accounts Payable		20.50	-15,540.86	
Bill Pmt -Check	06/12/2015	11745	ValTech Communications	Acct# 302800 for Billing Period Inv# 05.28.15	√	Accounts Payable		103.84	-15,644.70	
Bill Pmt -Check	06/12/2015	11746	Cambridge Education Group	Expense Reimbursements (April and May)	√	Accounts Payable		770.29	-16,414.99	
Check	06/15/2015			Statement Charge	√	Bank Charges		2.50	-16,417.49	
Transfer	06/16/2015			Funds Transfer	√	Huntington Money Market Account	18,020.62		1,603.13	
				5-15 Legal Fees - June 2015 invoice covering Legal Service for May 2015						
Bill Pmt -Check	06/16/2015	EFT	April N. Hart Co., LPA		√	Accounts Payable		1,671.25	-68.12	
Transfer	06/17/2015			Funds Transfer	√	Star Ohio	190,562.27		190,494.15	
Bill Pmt -Check	06/19/2015	11747	Cintas Corporation #316	Weather mat Rentals	√	Accounts Payable		1,523.38	188,970.77	
Bill Pmt -Check	06/19/2015	11748	ComDoc Inc.	copier Charges	√	Accounts Payable		877.06	188,093.71	
Bill Pmt -Check	06/19/2015	11749	ComDoc Leasing	Copier Charges	√	Accounts Payable		873.30	187,220.41	
Bill Pmt -Check	06/19/2015	11750	Preferred Meals	Meals Inv#CDIM/0541907	√	Accounts Payable		1,977.60	185,242.81	
Bill Pmt -Check	06/19/2015	11751	Rock Research Group, Inc.	Inv# 1252 School improvement coach	√	Accounts Payable		3,066.25	182,176.56	
Bill Pmt -Check	06/19/2015	11752	SpringboardCRM, LLC	inv# 2015-12- enrollment system		Accounts Payable		228.00	181,948.56	
Bill Pmt -Check	06/19/2015	11753	The M Conley Company	Cleaning Supplies	√	Accounts Payable		97.02	181,851.54	
Bill Pmt -Check	06/19/2015	11754	St. Aloysius Orphanage	Inv# IVC32344 - Sponsorship Fee for June 2015	√	Sponsor Fees Payable		6,188.68	175,662.86	
Bill Pmt -Check	06/19/2015	EFT	Cambridge Education Group	Inv. MF 109 0615	√	Continuing Fees Payable		38,751.30	136,911.56	
Bill Pmt -Check	06/26/2015	11755	Dominion East Ohio	Acct# 3 4203 0002 7834 Gas Bill 07/08-07/13/15	√	Accounts Payable		78.40	136,833.16	
Bill Pmt -Check	06/26/2015	11756	Jakprints Inc.	inv#598204 - marketing		Accounts Payable		627.84	136,205.32	
Bill Pmt -Check	06/26/2015	11757	Preferred Meals	Meals Inv#CDIM/0543778		Accounts Payable		494.40	135,710.92	
Bill Pmt -Check	06/26/2015	11758	PSI	Health Services		Accounts Payable		22,132.72	113,578.20	
Bill Pmt -Check	06/26/2015	11759	School Financial Services, Inc.	Inv#SFS 0615 June 2015 Payroll processing fee	√	Accounts Payable		700.00	112,878.20	
Bill Pmt -Check	06/26/2015	11760	School Warehouse LLC	Inv# 15-5135 Printer		Accounts Payable		7,925.15	104,953.05	
Bill Pmt -Check	06/26/2015	11761	Silco Fire & Security	Inv# 689628 Fire Alarm System Inspection		Accounts Payable		190.00	104,763.05	
Bill Pmt -Check	06/26/2015	11762	The Carpet Gallery of Akron	Inv#115015		Accounts Payable		287.20	104,475.85	
Bill Pmt -Check	06/26/2015	11763	The M Conley Company	Cleaning Supplies	√	Accounts Payable		134.06	104,341.79	
Bill Pmt -Check	06/26/2015	11764	Wall 2 Wall Reporting, LLC	Inv# 1007 EMIS/SOES Data Services	√	Accounts Payable		1,450.00	102,891.79	
Bill Pmt -Check	06/29/2015	EFT	Towpath Trail High School	FY15 Sprint Fees - 6-20-14 thru 4-19-15 Air Cards	√	Payable to Schools		913.20	101,978.59	
Deposit	06/30/2015			West Prep Reimbursement for 4-15 Hart Legal Fees		Professional/Legal Services	1,700.00		103,678.59	
Deposit	06/30/2015			OCSC Refund of 990 Penalty		Other Dues and Fees	900.00		104,578.59	
Total Huntington Checking Account								246,839.56	237,813.22	104,578.59
TOTAL								483,092.13	482,052.78	273,880.89

CONSULTING AGREEMENT

THIS AGREEMENT, approved this ____ day of _____, 2015, by and between _____ and its Board of Directors, an Ohio Charter School with its principal place of business at _____ (“CLIENT”) and Ohio Community School Consultants, Ltd. an Ohio limited liability company with its principal place of business at 65 E. Wilson Bridge Rd Suite 200 Worthington, OH 43085 (“Consultant”).

RECITALS

Consultant has experience and expertise in financial and management consulting with Ohio Community Schools as defined in Chapter 3314 of the Ohio Revised Code.

CLIENT is an Ohio Charter School (the “School”) which is a “Community School” as defined in Ohio Revised Code Chapter 3314. The School acts through its Board of Trustees who have approved and/or ratified this Agreement.

CLIENT desires to hire Consultant as Fiscal Agent whose President, Brian G. Adams, shall serve as CLIENT’s Fiscal Officer pursuant to Revised Code Section 3314.011 to provide basic financial services including bookkeeping, payroll, accounts payable and receivable, financial reporting, and financial analysis of certain agreements entered into or considered by CLIENT and Consultant desires to provide such services for School on behalf of CLIENT.

Now, therefore, in consideration of the mutual covenants herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term

This Agreement shall be effective for a period beginning on September 1, 2015, and ending on August 31, 2017 (the “Consulting Period”), unless sooner terminated pursuant to this Agreement. If the parties have not terminated this Agreement during the Consulting Period, or provided notice of Intent Not to Renew as set forth in Section 9(b)(v) of this Agreement, it shall continue on a month to month basis until terminated or renewed (the “Continuation Period”). CLIENT agrees to pay Consultant according to the fee schedule outlined in Section 4 of this Agreement.

2. Responsibilities

Consultant shall perform all duties described in the Statement of Work (“SOW”) marked as Exhibit A of this Agreement, attached hereto and made a part hereof. CLIENT agrees to perform the duties outlined in Exhibit B hereto and further agrees to provide CONSULTANT access to all necessary books and records to allow CONSULTANT to perform the SOW.

3. Independent Contractor

Consultant has certain expertise in financial and management consulting and CLIENT understands that Consultant intends to perform similar consulting services for others during the Consulting Period. CLIENT shall not supervise or direct the manner and means of Consultant’s performance of this Agreement, nor shall CLIENT have any authority, express or implied, to hire or fire any employees of Consultant, to directly compensate any employees of Consultant, or to withhold taxes or other payments from any employees of Consultant. Consultant may hire employees (or sub-contractors) for work for

services to be performed pursuant to this Agreement. CLIENT has the right to review and critique work product by Consultant and offer direction as to the final product. CLIENT also has the right to review and approve Consultant staff assigned to its accounts. Consultant agrees to have at least 1 certified accountant (CPA, CMA or equivalent) assigned to its account along with associated bookkeeping staff.

Neither this Agreement nor the relations between the parties hereto shall constitute or be deemed to be that of a partnership, joint venture, employment or principal and agent, it being expressly understood and agreed that Consultant is and shall be an independent contractor. Consultant shall pay, and be solely responsible for, its operating expenses and professional liability insurance. Consultant shall have no authority and shall make no representations, warranties, or statements on behalf of Client and neither party hereto shall bind or be liable for the debts or obligations of the other.

Except as otherwise indicated in this Agreement, all tax and other returns required by city, local, state or federal laws or regulations with respect to the business of Consultant (including self-employment tax filings, if applicable), and all payments due thereon, and all licenses, registrations, permits and the like, and all fees and other payments or coverage required or due in connection therewith, including, generally, but not limited to, income or other tax withholdings, social security, unemployment compensation, worker's compensation, disability coverage and other taxes, etc., shall be made, filed, paid, procured and maintained by Consultant.

4. Compensation

(a) In consideration for the services rendered by Consultant pursuant to the SOW, CLIENT agrees to pay Consultant \$2800 per month, in advance, on the 1st day of each month. If the first day of the month falls on a weekend or holiday, CLIENT shall make the monthly payment on the next workday.

(b) Any services provided by Consultant outside the scope of the SOW shall be billed at \$100.00 per hour, billed monthly, and paid net 30 by CLIENT. However, Consultant shall not provide any services outside the scope of this Agreement unless directed and approved in writing by Client.

5. Business Expenses In addition to compensation, Client agrees to reimburse Consultant for business expenses incurred by Consultant in performing services pursuant to this Agreement. Reimbursable business expenses, shall include, but not be limited to:

- a. Mileage reimbursement (consistent with the federal tax rate for such reimbursement);
- b. Other reasonable travel expenses including, meals, hotels, airfare, and other transportation costs;
- c. Other business expenses (i.e. equipment, supplies, other professional services) procured on behalf of the Client.

Such expenses shall be paid within ten (10) days after receiving written expense report with supporting documentation.

6. Confidentiality.

a. Confidential Information means certain confidential information or materials furnished by any party, or in the case of the schools, confidential information furnished by its management company or any of its affiliates either presently or in the future relating to the proprietary educational, technical, financial or business affairs of the owning party which the owning party considers to be confidential and/or proprietary, including, without limitation, information and materials relating to the owning party's education or business models, education or business methods, business records, procurement methods, operation practices, services, strategies, suppliers, technology, financiers, employee compensation, computer software (whether or not proprietary) and hardware, data bases, developments, curriculum, best practices, teaching methods or trade secrets which are (a) disclosed in written or tangible form whether or not marked as being confidential or (b) disclosed orally.

b. Confidential Information does not include information that (a) is or becomes publicly available through no act or omission of the receiving party; (b) the owning party discloses to a third party without restriction on disclosure; (c) is disclosed to the non-owning party by a third party without restriction on disclosure and without breach of a nondisclosure obligation; (d) is independently developed by the other party without the use of any Confidential Information; or (e) is previously known to the other party without nondisclosure obligations.

c. All parties agree to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing all parties shall take at least those measures it takes to protect its own most highly confidential information of a like kind. If any copies of the Confidential Information are made the owning party's proprietary rights notices shall be reproduced on any such copies. The recipient shall immediately notify the owning party in the event of any unauthorized use or disclosure of the Confidential Information. In the event that the recipient or anyone to whom it transmits the Confidential Information becomes legally compelled to disclose any of the Confidential Information the recipient will provide the disclosing party with notice so that the disclosing party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

d. Unless otherwise agreed, Consultant shall not disclose or use for the benefit of anyone other than CLIENT, any and all written information or other information obtained through the course of its work with CLIENT, and shall, as an agent of CLIENT, retain any trade secrets or other confidentiality which extends to CLIENT or its customers. CLIENT understands that Consultant has copyrights, trademarks/trade names prior to the engagement of this contract. CLIENT agrees that it will not duplicate, sell or otherwise disseminate any Consultant materials used by the CLIENT without the express written consent of the Ohio Community School Consultants, Ltd. or its parent MMB Enterprises, Inc.

e. This provision shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of either party and shall survive the termination, suspension or non-renewal of this Agreement.

7. Warranties or Representations

(a) By Consultant

Consultant warrants and represents that it has the authority to enter into this Agreement and to perform all obligations hereunder, and that it is not under any duty or obligation to any other person or entity in the form of an employment agreement, non-compete agreement, or other contractual agreement which would prohibit it from performing his obligations to CLIENT pursuant to this Agreement. Consultant

further acknowledges its fiduciary responsibility to comply with the duties outlined in Exhibit A hereof and, Consultant shall indemnify and hold harmless Client for any errors, acts of commission or omission by Consultant which result in claims, citations, fines, or other penalties from the State of Ohio and any governmental or regulatory body.

CONSULTANT shall execute a Public Official Bond which bond shall comply with Ohio law in amounts approved by CLIENT. CONSULTANT shall at all times during the term of this Agreement maintain a General Commercial Liability Insurance Policy with a Dishonesty Rider in amounts approved by CLIENT from time to time.

(b) By CLIENT

CLIENT warrants and represents that it has the authority to enter into this Agreement and to perform all obligations hereunder. CLIENT further warrants and represents that it will comply with its Duties as outlined in Exhibit B and understands that its failure to so comply may result in immediate termination of this Agreement. CLIENT further acknowledges its fiduciary responsibility to ultimately comply with the duties performed by Consultant as outlined in Exhibit A hereof and, CLIENT shall indemnify and hold harmless Consultant for any errors, acts of commission or omission by CLIENT which result in claims, citations, fines, or other penalties from the State of Ohio and any governmental or regulatory body.

CLIENT further represents that Ohio Revised Code section 3309.01(B)(2) may require certain independent contractors to participate in the State Employee's Retirement System (SERS). CLIENT warrants that it shall pay what would otherwise be the employer's share of contributions required as if Consultant's employees were employees of the State should SERS require such payment. CLIENT represents that such participation by Consultant and/or its employees is a condition precedent to entering into this Agreement. CLIENT represents and warrants that such participation in SERS does not change Consultant's status to that of employee and Consultant's status is governed by Section 3 of this Agreement and Revenue Ruling 87-41.

8. Work for Hire

Ownership. All trademarks, copyrights, trade secrets, know-how, and other intellectual property or proprietary rights existing prior to the Consulting Period shall remain the sole property of the party that owned such rights immediately prior to the Consulting Period. All right, title, and interest in any work product, derivative works, or intellectual property rights (including without limitation copyrightable or patentable subject matter, trade secrets, or know-how) designed, created, or developed by either party during the Consulting Period shall be owned by the party who developed such materials and such party shall hold all intellectual property rights to such materials from the date of creation whether or not such materials are on file with the United States Patent & Trademark Office. All other items not trademarked or copyrighted (i.e. work papers, spreadsheets, etc.) made for the Client are the property of the Client. All documents, spreadsheets and other information gathering documents created for the benefit of Client and the Ohio Department of Education shall not be subject to proprietary rights by Client.

Copyrights, Trademarks/Trade Names. During the Consulting Period CONSULTANT may have access to CLIENT'S products, prices, costs, future plans, business affairs, process information, trade secrets, technical information, customer lists, copyrights, and other proprietary information ("Proprietary Information") that constitute valuable and unique assets of CLIENT. Consultant acknowledges the need to protect such Proprietary Information from disclosure to third parties. Consultant shall not disseminate or display any Proprietary Information and shall not reproduce, make copies, or create derivative works based on any Proprietary Information without the prior consent of CLIENT. Upon termination or

expiration of this Agreement under Section 9, or otherwise within fifteen (15) days of any request by CLIENT, Consultant shall return to CLIENT all Proprietary Information in Consultant's possession, including without limitation any copies thereof and any memoranda or notes based thereon, except that if such a request is made during the Consulting Period, Consultant shall not be responsible for its inability to perform its duties under this Agreement without such Proprietary Information. CLIENT understands that Consultant has copyrights, trademarks/trade names prior to the engagement of this contract. CLIENT agrees that it will not duplicate, sell or otherwise disseminate any Consultant materials used by the CLIENT without the express written consent of the Ohio Community School Consultants, Ltd. or its parent MMB Enterprises, Inc.

9. Suspension and Termination.

a. Suspension. CONSULTANT has the right to suspend all contracted services immediately if an invoice remains unpaid thirty (30) days beyond the due date. CLIENT, its Board of Directors and Sponsor will be notified of the suspension via certified mail five (5) days prior to such suspension becoming effective. During the suspension, CLIENT shall be fully responsible for the performance of all work previously contracted to CONSULTANT. CONSULTANT will accept no responsibility for work performed by CLIENT during a suspension. CLIENT will also be responsible for all invoices from CONSULTANT during the suspension period. Suspension will continue until the account is paid in full and the following months' invoice is paid. CLIENT, its Board of Directors, and Sponsor will be notified of the release of suspension via certified mail. After the suspension, all accounts must continue on a pre-paid basis.

b. Termination. This Agreement may be terminated upon the occurrence of any of the following events, and the terminating party shall have no liability to the other for the exercise of its right to cancellation:

- (i) By either party in the event the other party has breached a covenant, obligation, or warranty under this Agreement, and such breach remains uncured for a period of thirty (30) days after notice of such breach is sent, in writing, by the non-breaching party.
- (ii) by either party in the event the other party is dissolved, either voluntarily or involuntarily under the governing law of the State of their respective organization or incorporation.
- (iii) immediately by CLIENT should funding from the State of Ohio cease.
- (iv) immediately by CONSULTANT should any invoice remain unpaid sixty (60) days after its due date or if, after a suspension, CLIENT fails to maintain pre-paid status.
- (v) If this Agreement is not terminated for any reason set forth in this paragraph 9(b), this Agreement shall continue on a month to month basis unless either party provides written Notice of Intent not to renew at least 60 days prior to the expiration of the Consulting Period set forth in Section 1.
- (vi) immediately by CLIENT should CLIENT receive notice of a lapse in CONSULTANT'S bond unless CONSULTANT provides proof of retroactive coverage within ten (10) days of such notice.

c. Upon termination, Consultant shall return all CLIENT or School records to CLIENT or the Ohio Department of Education in the event the CLIENT or School ceases to exist. Upon termination Consultant shall have no additional obligations to CLIENT or School upon return of the records. However, Consultant shall participate and cooperate in any State of Ohio audit request for information from Consultant.

d. Upon termination for any reason, CLIENT shall pay to Consultant all outstanding amounts due, including, but not limited to un-reimbursed expenses and compensation through the date of termination within fifteen days from the date of termination. CLIENT shall also compensate Consultant for any audits performed by the State of Ohio following termination. Any findings against the CLIENT and/or Consultant that arise from actions taken by CLIENT without direct approval by Consultant shall be paid to the State of Ohio by CLIENT or reimbursed to Consultant by CLIENT if paid by Consultant.

10. Enforcement. The covenants contained in this Agreement and in this Section shall be construed as independent of any other provisions or covenants, and the existence of any claim or cause of action of the Consultant against CLIENT whether predicated on this Agreement or otherwise, or the actions of CLIENT with respect to enforcement of similar restrictions shall not constitute a defense to the enforcement by CLIENT of such covenants.

11. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when accepted in person by the deliverer or its agent evidenced by a signature, or when deposited in the United States mail, postage prepaid, addressed as follows:

If to CLIENT:

c/o., _____, President

If to Consultant:

Ohio Community School Consultants,
Ltd.
c/o Brian G. Adams, President
65 E. Wilson Bridge Rd Suite 200
Worthington, OH 43085

12. Indemnification

CLIENT, does hereby agree to protect, indemnify, defend and hold Consultant (including the directors, officers, partners, employees and agents of Consultant, all of whom are hereinafter collectively referred to as the "Indemnified Parties") harmless from and against any and all costs, expenses, claims, damages, losses and liabilities (including reasonable attorney's fees and costs in connection therewith) arising in any manner from, or related in any manner to failure of the School or CLIENT to abide by the laws governing Ohio Community Schools in the State of Ohio; failure to remit taxes to the Federal, State, or local governments as required by law; or for any negligent or unethical acts by CLIENT, its officers, trustees, or directors.

The Indemnified Parties hereby agree to protect, indemnify, defend and hold CLIENT (including the directors, officers, partners, employees and agents of Client, all of whom are hereinafter collectively referred to as the "Client Indemnified Parties") harmless from and against any and all costs, expenses, claims, damages, losses and liabilities (including reasonable attorney's fees in connection therewith) arising in any manner from, or related in any manner to failure of the Indemnified Parties to abide by the laws governing Ohio Community Schools in the State of Ohio; or for any negligent or unethical acts by the Indemnified Parties.

These indemnification provisions shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Client Indemnified Parties and the Indemnified Parties and shall survive the termination of this agreement.

13. Miscellaneous.

(a) Waiver of Breach.

Failure to insist upon strict compliance with any of the terms, promises or conditions of this Agreement shall not be deemed a waiver of such term, promise or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power, unless so specifically stated.

(b) Severability.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

(c) Modification.

This Agreement cannot be amended, changed, modified or discharged except by an agreement in writing signed by both Consultant and Client.

(d) Governing Law and Venue.

This Agreement and the performance of this Agreement shall be governed by the laws of the State of Ohio and venue shall be in the state and federal courts of Franklin County, Ohio.

(e) Captions.

The captions at the beginning of the several sections and subsections of this Agreement are not part of the context hereof but are only guides or labels to assist in locating and reading such sections and subsections. They should be given no effect in construing this Agreement.

(f) Binding Effect.

Except as otherwise herein expressly provided, this Agreement shall inure to the benefit of and be binding upon Consultant, its successors and assigns, executors, administrators and legal representative, the rights and obligations of Consultant hereunder may not be delegated or assigned.

(g) Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes and prior written or oral agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year first above written.

ATTEST:

WITNESS

CLIENT:

By _____
_____, President

CONSULTANT:

By _____
Brian G. Adams, President
Ohio Community School Consultants, Ltd.

Exhibit A

1. DESCRIPTION OF SERVICES. Ohio Community School Consultants will provide the following services (collectively, the "Services"):

- Serve as Fiscal Agent and manage cash receipts and disbursements for the Board.
 - Provide basic financial services such as bookkeeping (e.g. bank reconciliation and electronic record keeping),
 - Payroll- assist management group with timely retirement filings and properly recording recording paychecks, paying employee benefits etc. in board books for detailed review),
 - Reporting (e.g. appropriate, monthly, quarterly, and annual state and federal filings),
 - Accounts payable (vendor invoicing and check writing), and
 - Accounts receivable (e.g. sales invoicing and cash collections/deposits).
 - Serve as Board designated fiscal officer as required by ORC and Sponsor
- Review, analyze and report to Board on financial data submitted by the management.
- Prepare and process CCIP application(s), Final Expenditure Reports (FERs) and Project Cash Requests based as required subject to Board approval.
- Provide long term financial analysis and internal audits/reviews of Management as needed.
- Oversee and manage annual Auditor of State audit.
- Attend Board meetings and committee meetings as needed.
- Provide client copies of all fiscal documents, monthly reports, and budgets prepared as requested or by date of regularly scheduled or called Board meeting.
- Fiscal agent will only authorize expenditure of funds in accordance with Board policy. CLIENT agrees not to unduly influence or coerce Fiscal Agent into approving the expenditure of funds.
- Preparation of annual tax returns.
- Preparation of Annual GAAP Financial Report for Auditor of State.
- Preparation of 5-year Forecast and Annual Budget

EXHIBIT B

CLIENT DUTIES AND RESPONSIBILITIES

1. Client shall maintain, in accordance with GAAP and other State of Ohio auditing principles all documentation, files, and records.
2. All original documentation shall stay on site and is the responsibility of the client to maintain.
3. Client's Board shall approve a financial plan and estimated school budget for each year, shall formally establish GAAP policies and procedures for determining receivables and payables, shall have and distribute an organization manual outlining significant policies and procedures, and shall familiarize itself and comply with all regulations applicable to Charter schools within the State of Ohio.
4. Client will allow Consultant to duplicate files as needed.
5. Client will work with Consultant to ensure that coding is accurate for financial reporting purposes.
6. All other duties not specifically designated in Exhibit A of this Agreement.
7. Client agrees to abide by all regulations applicable to Community Schools in the State of Ohio.