

AMENDED AND RESTATED CONTRACT

FOR

OHIO COMMUNITY SCHOOL

This **CONTRACT** is entered into by and between the **Educational Service Center of Lake Erie West** (ESCLEW or Sponsor) and the **Buckeye On-Line School for Success** (Governing Authority or School), an Ohio public community school, by and through its Governing Authority.

WHEREAS, R.C. Chapter 3314 permits the formation and operation of Ohio public community schools and requires the parties to enter into a contract in order to authorize, create, continue, and/or operate an Ohio public community school; and

WHEREAS, ESCLEW is an authorized sponsor under R.C. Chapter 3314; and

WHEREAS, the Governing Authority and the ESCLEW wishes to fully state and restate their agreement to operate an Ohio public community school;

NOW THEREFORE, the Governing Authority and Sponsor enter into this Contract pursuant to the following terms and conditions.

ARTICLE I

Continuation of Community School

1.1 **Continuation of Start-Up Community School.** The Governing Authority and the Sponsor agree that the School is a continuing start-up Ohio public community school subject to the laws of the State of Ohio and this Contract. The School covenants and agrees to Sections 1.2 through 1.5 below.

1.2 **School Establishment.** The School is established and operated as either (a) a non-profit corporation under R.C. Chapter 1702, if established before April 8, 2003, or (b) a public benefit corporation under R.C. Chapter 1702, if established after April 8, 2003. The School shall maintain in good standing its status as a non-profit corporation. The School shall hold all rights to the name of the School and any trade names or fictitious names.

The School is a separate, independent, and autonomous legal entity, responsible for educational programming, staff, budgeting and finance, scheduling, and operations, and is not related to, an agent of, or under the control of the Sponsor, notwithstanding anything required herein or under the laws related to the Sponsor's duties of oversight or intervention.

1.3 **Tax Exempt Status.** The School may, but is not required to, qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Should the School so qualify, a copy of its federal tax-exempt status determination letter must be forwarded to the Sponsor. Any change in tax status of the School must be reported in writing to the Sponsor within five (5) business days after knowledge thereof by the School, with a copy of any documentation and official/governmental notices or letters.

1.4 **Corporate Documents.** Attached as **Attachment 1.4** are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations, IRS Determination Letter (if any), Mission Statement, and Organizational Chart of the School.

Any changes or updates in any of these documents must be reported in writing to the Sponsor within five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.

1.5 Intentionally left blank.

1.6 **Sponsor Responsibilities.** The Sponsor shall carry out the responsibilities established by law, including:

- (a) Monitor the School's compliance with all laws applicable to the School and with the terms of this Contract;
- (b) Monitor and evaluate the academic and fiscal performance and the organization and operation of the School on at least an annual basis, which evaluation shall be based on the performance requirements set forth in **Attachment 11.6**, state report cards, and any other analysis conducted by the Ohio Department of Education (ODE) or the Sponsor and shall be reported on an annual basis to the ODE and to the parents of students enrolled in the school;
- (c) Review the financial and enrollment records of the school at least once per month with the Governing Authority or Fiscal Officer and provide a written report regarding the review within ten days after the review;
- (d) Provide technical assistance to the School in complying with this Contract and with applicable laws, provided, however, that Sponsor shall not be obligated to give legal advice to the School;
- (e) Offer other activities, as determined by the Sponsor, specifically designed to benefit the School;
- (f) 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 R.C. 3314.073, suspend operation of the School pursuant to R.C. 3314.072, or terminate or non-renew this Contract pursuant to R.C. 3314.07, as determined necessary by the Sponsor;
- (g) Establish a plan of action to be undertaken if the School experiences financial difficulties or closes before the end of the school year, which plan shall be set out by the Sponsor as and when financial difficulties arise in a customized tailored manner to address the source of difficulties; and
- (h) Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to sponsored schools, pursuant to the specific requirements of R.C. 3314.025.

ARTICLE II

Governing Authority/Administration

2.1 **Governing Authority Members.** The Governing Authority (its Board of Directors, Directors, or Board) must contain at least five Directors (members). All Governing Authority members must be preapproved by Sponsor. No Governing Authority member may serve on the Board if restricted from doing so by R.C. 3314.02(E) or any other law, rule, or regulation. All Governing Authority members must provide copies of clean BCI and FBI criminal background checks and signed Conflict of Interest Disclosure Forms to the Sponsor before the effective date of the member's term. All BCI and FBI criminal background checks must be repeated at least every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case

only a BCI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.

Attached as **Attachment 2.1** are the names and e-mail addresses used for school business of the current Governing Authority members. The Sponsor may have access to the names, addresses, work, home and mobile numbers, and electronic mail addresses of the Governing Authority members, provided only the names and email addresses used for business of the School will be released to the public. Separately, and not as a public record, the Sponsor shall collect the above-referenced information of the Governing Authority members. A description of the process by which the Governing Authority members shall be selected and removed in the future must be in the Code of Regulations included in **Attachment 1.4**. The Sponsor shall be promptly notified in writing of any changes in members, including names of resignations and changes to contact information, within five (5) business days of such change.

- 2.2 **Training of Governing Authority Members.** Members new to the School’s Board must complete a minimum of five (5) hours of Board training, at least two (2) hours of which are on public records and open meetings law, within three (3) months of being elected or appointed to the Board. Existing Governing Authority members are required to attend board training, which must include training on public records and open meetings laws, for a minimum of two (2) hours on an annual basis to remain current in their responsibilities and obligations. Such training must be approved by the Sponsor.
- 2.3 **Governing Authority Meetings.** The Governing Authority must hold a minimum of six (6) regular meetings bi-monthly per year. The Sponsor shall have adequate prior written notice of all regular and special meetings, be copied with all agenda, packets, handouts, and minutes of all meetings of the Governing Authority or its committees. The School must notify the Sponsor of all special meetings as soon as scheduled and in no case with less than twenty-four (24) hours written notice. The Sponsor shall be invited into executive sessions unless the session involves a legal dispute with the Sponsor or prior arrangements have been agreed upon between the parties.
- 2.4 **Chief Administrative Officer.** The Chief Administrative Officer of the School will be the _____ (**Principal, Superintendent, Head of School, Chief Administrative Officer**). This individual is responsible for the daily operations at the School and will be listed as such in any State reporting system. Any change in the identity and/or role of the Chief Administrative Officer shall be reported in writing to the Sponsor within five (5) business days. The person registered in OEDS-R as Superintendent shall be the Superintendent or one of the Superintendents of the School, even he/she is the same person as the Chief Administrative Officer.
- 2.5 **Cooperation with Sponsor Oversight.** The Governing Authority and School administration covenant and agree to cooperate fully with the Sponsor in all activities concerning oversight of the School as are required by laws, rules, and regulations. This may include, but is not limited to:
- Preliminary site visit and certification of letter of assurances at least twelve (12) days prior to the first day of school and at all times thereafter as determined necessary by the Sponsor.
 - Monthly reviews of financial and enrollment records with the Fiscal Officer, followed by a written reports to the Governing Authority.
 - Monthly site visits and file reviews, and at all times thereafter as determined necessary by the Sponsor.

- High stakes review, upon renewal, at least every five years, and as determined necessary by the Sponsor.
- Other appropriate requests for information from the Sponsor, the ODE, or other applicable governmental agencies.
- Timely and accurate submission of all required or requested data, including financial and enrollment reports, into the Sponsor’s document management system, Epicenter.
- Maintenance of attendance and participation records in accordance with current FTE manuals or guidance.
- Maintenance of high school drop-out recovery or special education status, if applicable, and compliance with all current and future rules, regulations, and assessments associated with such status.

The School and Sponsor agree and state that, pursuant to 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA) and 34 C.F.R. 99, the Sponsor is an authorized representative of a state educational authority and that the School is permitted to disclose to the Sponsor personally identifiable information from an education record of a student without parental consent (or student consent, where applicable) and that the Sponsor is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. Accordingly, the School agrees to grant to Sponsor’s employees full and complete access as defined hereinafter to “education records,” as defined by FERPA, and all documents, records, reports, databases, and other information made available to or maintained by the School or its agent(s) (including educational management companies) that are reportable to the ODE or its agencies or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System (SOES) and the Education Management Information System (EMIS). “Full and complete access” shall include the ability to inspect and copy paper and electronic documents at the School. The School or its agent(s) shall provide usernames and passwords where applicable to enable Sponsor to have remote self-service access, in read-only format.

The Sponsor agrees to comply with FERPA and the regulations promulgated thereunder. The Sponsor warrants that it uses reasonable methods to limit Sponsor employee access to only those records in which it has legitimate educational interests and that, as required by law, the Sponsor will destroy the educational records when no longer needed for the purposes outlined in this Contract or otherwise needed under state or federal law or any applicable court order, unless required by law to keep them in order to finally close the School.

- 2.6 **Power of Attorney.** The Governing Authority hereby grants to the Sponsor a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the Governing Authority, should it become necessary, in the Sponsor’s sole opinion and subject to Ohio Open Meetings law, to appoint a new Board of Directors for cause, for abandonment of duties, or for breach of this Contract. The Governing Authority confirms its consent to this power by signing below and shall execute and deliver to the Sponsor all agreements and other documents that the Sponsor reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the Governing Authority promptly to comply with the requirements of this subparagraph, the Sponsor shall be entitled to an order of specific performance from a court of law, ordering the Governing Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract. In

order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint and/or dismiss Directors, if the Sponsor deems necessary at its discretion.

- 2.7 **General Training.** The Chief Administrative Officer, or appropriate representative, shall participate regularly in training provided by the Sponsor and by the ODE, or by the approved or affiliated organization of any of the preceding entities. The Chief Administrative Officer, Fiscal Officer, other administrative employees of the School, and all individuals performing supervisory or administrative services for the School under a contract with the operator, if any, shall complete training on an annual basis on public records and open meetings law.
- 2.8 **Technical Assistance and Training by Sponsor.** The Sponsor shall provide reasonable technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems appropriate or as required by law. The Governing Authority or its administrators have an obligation to attend training and receive technical assistance at the direction of the Sponsor.
- 2.9 **Annual Contract Review.** The Governing Authority agrees to meet with the Sponsor annually to review terms and requirements of this Contract, if the Sponsor deems necessary, and shall reserve at least one half hour at a Governing Authority meeting for that purpose.

ARTICLE III Operations

- 3.1 **Student Transportation.** The Governing Authority will arrange for or provide transportation of students in accordance with all laws, rules, and regulations, including to and from career technical programs or curricular or extracurricular field trips.
- 3.2 **Management by Third Party Operator.** If the Governing Authority enters into a contract for management or operation of the School and its curriculum and operations, such fully-executed contract shall require prior written approval of the Sponsor and incorporation as **Attachment 3.2**. The School shall employ an attorney, who shall be independent from the operator, for any services related to the negotiation of the School's contract with the operator or if the operator and School should become adverse to each other in any particular matter.

As the management contract is a part of this Contract, the Governing Authority understands that the Sponsor may discipline the School for any issues related to an operator of the School and its administration. The Governing Authority consents to this right of the Sponsor. If the Sponsor deems, at its discretion, that due to mismanagement, poor governance or performance, another operator is advisable or necessary, the Sponsor may request, in lieu of discipline, that the Governing Authority interview, select, and enter into a different agreement for such services and such operator and services contract must be approved by the Sponsor as a modification to this Contract.

- 3.3 **Non-Sectarian.** The School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations, and it shall not be operated by a sectarian school or religious institution.

- 3.4 **Disposition of Assets.** In the event that this Contract is (a) suspended and terminated, (b) not renewed and not reassigned to or sponsored by another authorized sponsor, or (c) the School dissolves, the operation of the School will cease as a community school. The following requirements and procedures apply regarding the Governing Authority and the School:
- (a) Regarding employees:
 - (1) If there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed.
 - (2) In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or a reduction in force. Expiring employee contracts may be non-renewed. The School shall follow the plan for disposition of employees as detailed in **Attachment 8.2.**
 - (b) Upon termination of this Contract, by law or by these contract provisions, or, upon dissolution of the Ohio non-profit corporation that operates the School, all equipment, supplies, real property, books, furniture, or other assets of the School shall be distributed in accordance with R.C. Chapter 1702, 3314.015(E), and 3314.074, subject to and in accordance with any other applicable laws, rules, or regulations.
 - (c) The School shall comply with and cooperate with the closing requirements summarized on **Attachment 3.4** and all other required procedures, including any ODE Closing Procedure Guidance at the pertinent time, even if listed as requirements of the Sponsor. The Governing Authority and the licensed School Treasurer shall stay in their positions until the closing of the School and the final audit is completed.
- 3.5 **Commencement of School Operations.** The School shall open for operation not later than September 30 of each school year, unless the mission of the School is solely to serve dropouts or unless Sponsor is rated exemplary for two or more consecutive years. If the School fails to open within one (1) year after the execution of this Contract, this Contract may be deemed void.
- 3.6 **Policies and Parent Surveys.** Upon request, the School shall send to Sponsor copies of policies and handbooks, including its parent and foster caregiver involvement policy, and any parent survey measuring parent satisfaction with the operation of the School.

ARTICLE IV Compliance with Laws

- 4.1 **Compliance with Ohio Laws.** The School shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391, Chapters 117., 1347., 1702., 2744., 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, the School will comply with these sections and chapters of the Ohio Revised Code now in

effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory are permissive, unless otherwise specifically required under this Contract. Laws listed above which are mandatory are also mandatory under this Contract.

The School shall comply with Chapter 102 of the Revised Code and R.C. 2921.42, 2921.43, and 2921.44. The School must have a conflict of interest policy that addresses these requirements, attached in **Attachment 4.1**.

The School shall also comply with R.C. 3302.04, including division (E) of that section to the extent possible, and R.C. 3302.041, except that any action required by a school district under those sections shall be taken by Sponsor. The Sponsor, however, shall not be required to take any action under R.C. 3302.04(F).

The School shall comply with R.C. 3313.6021 and 3313.6023 as if it were a district, unless it is either an internet- or computer-based school or a school in which a majority of the enrolled students are children with disabilities as described in R.C. 3314.35(A)(4)(b).

The School shall comply with R.C. 3313.61, 3313.611, and 3313.614, as qualified by R.C. 3314.03(A)(11)(f) and outlined in section 6.11 below.

If the School is a 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,” the School will pay teachers based on performance in accordance with R.C. 3317.141, will comply with R.C. 3319.111 as if it were a district, and will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the ODE, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.

If the School operates a preschool program that is licensed by the ODE under R.C. 3301.52 to 3301.59, the School shall comply with R.C. 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under R.C. 3301.53.

- 4.2 **Compliance with Other Laws.** The School and the Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, or this Contract. The School is not exempt from federal laws, rules, and regulations, or Ohio laws granting rights to parents. The School specifically acknowledges that federal laws, rules, and regulations apply to its operation, including but not limited to those concerning federal grants.

ARTICLE V Facilities

- 5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at **119 East 5th Street, East Liverpool, Ohio 43920**. The School may not open an additional facility without the prior written approval of Sponsor and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities. If the School already has a second facility, the second facility is located at _____ . Any additional facilities at the time of signing this Contract along with the primary location are described on **Attachment 5.2**.

5.2 **Lease or Purchase.** Any lease or use of any School facility must be documented in writing. If any School facility has been or will be leased, the lease shall not be signed unless it is consistent with the budget approved by the Governing Authority. The Governing Authority shall not enter into a lease with the operator of the School, if any, for any parcel of real property until an independent professional in the real estate field verifies via addendum (“operator addendum”) that the lease is commercially reasonable at the time of signing. Every lease must contain a governmental fund-out clause. A copy of the fully executed lease and all subsequent amendments, modifications, or renewals thereof, must be provided to the Sponsor within five (5) business days of execution.

If any School facility has been or will be purchased by the School, the contract of sale and related documents shall not be signed unless they are consistent with the budget approved by the Governing Authority. A copy of the recorded conveyance documents must be provided to the Sponsor within five (5) business days of execution.

The facility will not be changed without prior written consent of the Sponsor, which consent will not be unreasonably withheld. The School shall provide the Sponsor any requested information to assess the adequacy of the facilities. Sponsor may object to location of a proposed facility based on a business reason or an otherwise reasonable basis, but is not obligated to control or direct the marketing or facilities decisions of the School. The Sponsor shall not be liable for the debts or obligations of the School. A detailed description of the facilities, as well as costs, operator addendum, and related parties of any lease or mortgage, is attached as **Attachment 5.2**.

5.3 **Compliance with Health and Safety Standards.** Any facility used for or by the School shall meet all health and safety standards established by law for community school buildings. The School shall certify all Sponsor assurances required by law, rule, or regulation to be sent to the ODE. All school facilities will be maintained in a clean, healthy manner to the satisfaction of the Sponsor and/or as indicated by proper authorities. Copies of all current permits, inspections, and/or certificates must be filed with the Sponsor. The School must keep all permits, inspections, and/or certifications current and compliant.

A Certificate of Occupancy must be provided to the Sponsor prior to occupancy, and thereafter, annually or upon request. Proof of occupancy shall be satisfied by the Governing Authority providing to the Sponsor any permanent, interim, or temporary certificate of occupancy issued by the government agency having jurisdiction over the same.

ARTICLE VI Educational Program

6.1 **Enrollment.** The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School shall serve grades **K through 12** and ages **5 through 22**. The School may not add or remove grades without the prior approval of the Sponsor and modification of this Contract. The School agrees to be compliant with the maximum number of people allowed per room and/or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department. An involuntary and material decrease in enrollment may be a sole good cause for nonrenewal, suspension, or termination at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or, (ii) thirty percent

(30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.

- 6.2 **Continuing Operation.** The School agrees to continue operation by teaching the minimum number of students permitted by law. Failure to continue operation without interruption is grounds for termination of this Contract. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as any change of one week or more, either consecutively or cumulatively. If the School temporarily ceases operation for any reason, time is of the essence in resuming and continuing operation.
- 6.3 **Education Plan.** The School’s education plan, including the School’s mission, philosophy, the characteristics of the students the School expects to attract, the ages and grades of students, focus of the curriculum, and instructional methods, is attached as **Attachment 6.3**. The educational plan must show how the School’s curriculum is aligned with Ohio Content Standards. The education plan in **Attachment 6.3** must include all classroom-based and non-classroom-based learning opportunities, which comply with the criteria for student participation established in R.C. 3314.08(H)(2). ESCLEW specifically authorizes “learning opportunities” to include educational opportunities provided by the School during suspension of the School’s students, if provided for by the School’s own policies, as well as any opportunities provided for in a Credit Flex or College Career Plus program of the School. **Attachment 6.3** shall detail any blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements, and it shall indicate whether the School is planning to seek designation as a STEM school equivalent under R.C. 3326.032.
- 6.4 **Academic Proficiency and Achievement Assessments.** The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the ODE, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. Academic goals and performance standards by which the School will be evaluated by the sponsor and which shall include but are not limited to all applicable report card measures and assessments administered by the School are outlined in **Attachment 11.6**.
- 6.5 **Racial and Ethnic Balance.** The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve and attempt to continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 6.5**. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the School violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exceptions pursuant to federal law, R.C. 3314.26, 3314.08(F) or R.C. 3314.06(A), tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, the School’s engaging in voluntary fundraising activities, or parents giving voluntary donations.

- 6.7 **Student Discipline and Dismissal Policies.** The School shall adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed and the due process related thereto. The School must also maintain a policy for the discipline, suspension, and expulsion of disabled students and a policy for Positive Behavioral Interventions and Supports/Restraint and Seclusion. All such policies are included in **Attachment 6.7**.
- 6.8 **Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and it shall make such plan available for review by Sponsor.
- 6.9 **Disabled Students.** During admission and enrollment of any disabled student and thereafter the School shall comply with all federal and state laws regarding the education of students with special needs. The School shall provide all necessary related services, or the School may contract for accommodations or related services provided that it provides documentation to Sponsor identifying the providers, the plan to provide services, and the provider's qualifications, experience, and reputation. The School must annually adopt its plan for carrying through on all special education laws, rules and procedures.
- 6.10 **School Closure.** The School agrees to remain open for students to attend until the end of the school year in which it is determined that the School must close, provided however, that Sponsor may suspend the operations or terminate the contract as otherwise indicated by law. Unless suspended, the programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Governing Authority and its administration take sole responsibility for the ODE closing procedures listed in **Attachment 3.4** and indemnifies, shall defend, and hold harmless the Sponsor for all performance thereof.
- 6.11 **High School Diplomas.** The School shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the School is a high school awarding a diploma, the School shall comply with R.C. 3313.61, 3313.611, and 3313.614, except that, by completing the curriculum adopted by the Governing Authority, the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Revised Code or any rules of the state board of education. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 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 core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning in the 2017-18 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency, as adopted by the state board of education under R.C. 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall also comply with the framework developed by the Ohio Department of Education under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education. Prior to graduation, the School shall send its list of graduates to Sponsor, and Sponsor shall be invited to all graduation ceremonies.

6.12 **Admissions Policy.** The School shall follow the admissions and enrollment policy and procedures of the School attached hereto as **Attachment 6.12**. Any change in these policies must be reported in writing to the Sponsor within five (5) business days. At a minimum, the admission policy, at all times, must:

- (a) specify that the school will not discriminate in its admission of students to the school on the basis of race, religion, color, gender, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude, except the School may limit admission to “at-risk” students, as specified in 6.12(b) or elsewhere specifically mentioned in applicable Ohio law. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities;
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or 3313.65 or that has been admitted in accordance with R.C. 3321.01(A)(2), except that admission to the school may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon and which is included in **Attachment 6.12**, and/or (iii) residents of a specific geographic area that the parties to this Contract agree upon.

If the number of applicants meeting admission criteria exceeds the capacity of the School’s programs, classes, grade levels, or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and to students who reside in the district in which the School is located, and may be given to eligible siblings of such students and to children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than five percent (5%) of the School’s total enrollment.

- (c) The School shall adopt a policy regarding the admission of students residing outside the district in which the School is located, which policy shall comply with the administrative procedures specified herein and shall either prohibit the enrollment of students who reside outside the district in which the School is located, 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. The policy is included in **Attachment 6.12**. If the School admits out-of-state students, it shall adopt a policy and tuition schedule after consultation with the School’s attorney as to the extent permitted by law and a writing to that effect addressed to the Sponsor.

6.13 **Attendance and Truancy Policy.** The School shall follow its Truancy, Attendance, and Participation Policies attached hereto as **Attachment 6.13**. The policies must include procedures for automatic withdrawal from the School if a student fails to participate in one hundred five (105) consecutive hours of learning opportunities. The School must keep attendance records and meet requirements for non-classroom-based learning opportunities. Such policies or procedures must be clearly stated in writing within **Attachment 6.13** and in compliance with applicable laws, rules, and regulations. The School’s attendance and participation policies must be available for public inspection, and records shall be made available, upon request, to the ODE, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), R.C. 3319.321, and any applicable rules or regulations thereto.

ARTICLE VII Reporting

- 7.1 **Annual Report.** Not later than October 30 of each year, the Governing Authority shall submit to the Sponsor, the parents of all students enrolled in the School, and any other statutorily required parties, its financial status and the annual report of its activities and progress in meeting the goals and standards of this Contract.
- 7.2 **Reports to Sponsor.** The Governing Authority shall report to the Sponsor the following on or before the day set by statute, rule, regulation, or by the Sponsor, all information or documents required under applicable law, including but not limited to:
- (a) a comprehensive plan for the School, and any updates to such plan, which shall specify:
 - i. the process by which the Governing Authority will be selected in the future;
 - ii. the management and administration of the School;
 - iii. the instructional program and educational philosophy of the School; and
 - iv. internal financial controls;
 - (b) on a monthly basis,
 - i. requested information related to student discipline, truancy compliance, withdrawals, and special education;
 - ii. staff and teacher turnover, including new staff qualifications;
 - iii. enrollment numbers, financials, budgets, fixed assets, liabilities, or similar information; and
 - iv. any changes in structure or governance;
 - (c) any event, occurrence, or circumstance that could reasonably have a material adverse effect on the operations, properties, assets, financial condition, enrollment, or reputation of the School;
 - (d) on an annual basis,
 - i. verification of completion of annual public records and open meetings law training by each Governing Authority member, Fiscal Officer, Chief Administrative Officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the School through an operator contract;
 - ii. any finding for recovery issued by the Auditor of State against any Governing Authority member, the operator, or any employee who works at the School;
 - iii. disclosure statements and signed ethics and conflicts policies for Governing Authority member as filed pursuant to R.C. 3314.02(E)(7);
 - iv. updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
 - v. a detailed accounting of the nature and costs of the goods and services that the operator provides to the School, pursuant to R.C. 3314.024, if the operator receives more than twenty percent (20%) of the School's gross annual revenues; and
 - vi. the information required under R.C. 3314.08(B)(2); and
 - (e) all items required to be reported in this Contract, required by Sponsor through the Sponsor's document management system, Epicenter, or by the ODE, including but not limited to those listed on **Attachment 7.2**.

- 7.3 **Site Visits.** The Sponsor shall be allowed to observe the School in operation at site visits at Sponsor's request and shall be allowed access for such site visits or other visits as Sponsor deems advisable or necessary.

ARTICLE VIII Employees

- 8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the School. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3314.31 or other applicable sections of the Revised Code. The School shall submit to Sponsor an affidavit that all classroom teachers meet qualification requirements and make qualifications available to Sponsor for review, upon request. The School may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by law. The school-wide students to full-time equivalent classroom teacher ratio shall be no more than **25 to 1**, unless otherwise agreed to in writing between Sponsor and School. The School may also employ necessary non-teaching employees.

Prior to opening day, the School will provide the Sponsor with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the School. All teachers and para-professionals shall meet the "highly qualified" standards as and to the extent applicable. The School shall maintain a roster and meeting dates for the Local Professional Development Committee (LPDC) and Teacher-Based Teams (TBTs), and the laws and rules governing LPDC and TBTs must be implemented by the School.

- 8.2 **Dismissal of Employees.** Subject to Section 11.2 below, the Governing Authority may employ administrators, teachers, and non-teaching employees necessary to carry out its mission and fulfill this Contract, so long as no contract of employment extends beyond the term of this Contract. The dismissal procedures for staff and the plan for disposition of employees if this Contract is terminated or not renewed are set out in **Attachment 8.2**.
- 8.3 **Employee Benefits.** A summary of all health or other benefits provided by the School or operator to full-time employees of the School shall be set out in **Attachment 8.3**, which may be amended by the School from time to time. All such amendments shall be provided to Sponsor in writing within five (5) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Revised Code, the collective bargaining agreement supersedes **Attachment 8.3** to the extent that the collective bargaining agreement provides for health and other benefits. Any collective bargaining agreement shall not, under any circumstances, be a part of this Contract. To the extent required or allowed by state and federal law, the School shall comply with chapters 3307 and 3309 of the Ohio Revised Code.
- 8.4 **Criminal Background Check.** All criminal background records checks (BCI&I/FBI fingerprint and background check information) of teachers, staff, or the Governing Authority must be timely conducted at the School's expense, in accordance with law. All background checks must be acceptable to both the Sponsor and Governing Authority. The Governing Authority hereby appoints the Sponsor as a representative pursuant to R.C. 3319.39(D), for purposes of receiving and reviewing the results of criminal background checks performed under R.C. 3319.39(A)(1) for employees working at the School and authorizes its agents to communicate this information

directly to the Sponsor. All volunteers must be notified that the School may require a background check of the volunteer at any time, at the School's request.

ARTICLE IX

Finance

9.1 **Financial Records.** The School's financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State. The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2). Audits shall be conducted in accordance with R.C. 117.10. Within five (5) business days of receiving notification from the Auditor, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meetings with the Auditor. The Sponsor shall maintain a presence at all meetings with the Auditor of State, though the Sponsor may elect to do so through its representatives and/or via electronic means, unless such meeting presence or meeting is waived by the Auditor of State's office. If the Governing Authority contracts with an entity specializing in audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.

9.2 **Fiscal Services.** The School agrees that its Fiscal Officer shall be its licensed school Treasurer, currently disclosed on **Attachment 9.2**. If the Governing Authority contracts with its Fiscal Officer to provide fiscal services, the fiscal services agreement must be included in **Attachment 9.2**. The School may not change its Fiscal Officer without prior written approval from the Sponsor, which will not be unreasonably withheld. Any changes to the fiscal services agreement must be reported to the Sponsor within five (5) business days. If the School and the Sponsor have waived the requirement of employing or contracting directly with the Fiscal Officer, pursuant to R.C. 3314.011(D), the current resolution waiving this requirement must be attached to this Contract in **Attachment 9.2**. Such resolution shall only be valid for one year, and any subsequent resolution adopted by the School must be approved by the Sponsor and submitted to the ODE. Should the School be declared unauditably under R.C. 3314.51, the Governing Authority shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s).

The School agrees that the fiscal services agreement will state that the Fiscal Officer is primarily responsible for the financial and audit portions of the closing procedures if the School closes. The Governing Authority must authorize that the Fiscal Officer and the Fiscal Officer's agreement remain in effect in order to proceed to close the School. If the School closes or is permanently closed, the Fiscal Officer shall deliver all financial and enrollment records to the Sponsor within thirty days of the School's closure. If the Fiscal Officer fails to provide the records in a timely manner, or fails to faithfully perform any of the Fiscal Officer's other duties, the Sponsor has the right to take action against the Fiscal Officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of any funds owed as a result of any finding of recovery by the Auditor of State against the Fiscal Officer.

9.3 **Fiscal Licensure.** Prior to assuming the duties of Fiscal Officer of the School, the Fiscal Officer shall be licensed as provided for in R.C. 3301.074. The licensure is attached as **Attachment 9.3**. Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

- 9.4 **Fiscal Bond.** The School’s Fiscal Officer shall execute a bond in an amount annually approved by Governing Authority in a resolution, but for no less than twenty-five thousand dollars (\$25,000), payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School’s Fiscal Officer. The bond shall be deposited with and certified by the Governing Authority, a certified copy thereof filed with the county auditor, and a copy shall be contained in **Attachment 9.4**. Any updates, cancellations or changes to the bond shall be sent to the Sponsor within five (5) business days. Cancellation of the bond maybe grounds for suspension or termination.
- 9.5. **Financial Plan.** A financial plan detailing an estimated school budget for every year of the Contract is attached as **Attachment 9.5**. Each year of this Contract, on or before October 31, a school budget that includes all required elements under R.C. 3314.032(C) shall be adopted by the Governing Authority and submitted to the Sponsor. If the School is managed by a third party operator, the Governing Authority must procure from such operator sufficient data, at the Sponsor’s discretion, to allow the Sponsor to review revenue and expenses as required or permitted by law. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year. The School agrees to provide further breakdown of revenue or expenses, or line items for expenses or revenue not projected, upon Sponsor’s request. Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6**.
- 9.6 **Borrowing Money.** The School may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School must issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the School. The School may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities. All moneys borrowed from the School’s operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
- 9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** For and in consideration of two and a half percent (2.5%) of the total amount of payments for operating expenses received by the School from the State of Ohio (but only up to three percent (3%) of such funds unless otherwise allowed by law), the Sponsor shall provide the monitoring, oversight, and technical assistance required by law. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The word “received” means the acceptance by the Sponsor in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible, except for reductions due to FTE findings already deducted in the then current monthly statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee.

At the inception of this Amended and Restated Contract, the oversight fee will be set at or remain at 2.5% as described above. The Sponsor reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than a half percent (0.5%) each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits (currently 3%).

However,

1. It shall not be mandatory for the Sponsor to raise any oversight fee;
2. Nothing shall prohibit the Sponsor from raising the oversight fee to any increment below 0.5% of the last fee amount, and
3. The School may exercise an option to waive any increase, once during the first 35-month period of this Contract only, as measured from the proposed effective date of the last Sponsor-requested raise in fee if:
 - a. the School's enrollment at the time of the notice of increase is a thousand (1,000) students or more on the most recent past month's CSADM report; or
 - b. All of the following are true: (i) the School's most recently officially released academic Ohio Report Card Rating is an overall B or higher; (ii) there are no findings in the School's last officially released annual state audit; and (iii) no special education, FTE, federal grant, or lunch audit findings, and no special audits or other administrative audits then being conducted.
4. Should the laws, rules, or regulations change to increase oversight fees or regulate how or from whom they are paid or otherwise, this Contract shall be amended to comply with such laws at the Sponsor's written request and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor's written request.

9.8 **Federal Grants.** The School must report annually and in writing to the Sponsor the sources of funds used to acquire property and equipment used at the School, clearly delineated and tracking those acquired with federal funds, and shall report to Sponsor the disposition of assets acquired with federal funds with an explanation as to how disposed of, and backup for proper disposition in accordance with applicable law and grant rules. The School also acknowledges that certain federal grants, including but not limited to the federal food programs, may require bidding processes not otherwise required under state law. The School shall follow all applicable federal sources and uses, grant and procurement laws, rules and regulations.

9.9 **Fiscal Year.** The fiscal year for the School shall be July 1 to June 30.

ARTICLE X Insurance/Indemnification

10.1 **Liability Insurance.** The Governing Authority will, at all times, maintain comprehensive general liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than five million dollars (\$5,000,000). The insurance coverage shall be not only for the School and the Governing Authority, its Directors, Officers, and its employees, but also for the Sponsor as additional insured. The Governing Authority shall also maintain directors and officers liability and errors and omissions coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence. The insurance coverage must be occurrence coverage, rather than claims made coverage. The Governing Authority must obtain policies that notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and the School shall provide evidence of coverage as **Attachment 10.1**. The School must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, proof of worker's compensation payments and unemployment compensation payments, and notice of lapse

of any such coverage to Sponsor within five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.

10.2 **Indemnification.** The Governing Authority and School shall defend, indemnify, save, and hold harmless the Sponsor and its Board, Superintendent, officers, employees, and agents from any and all claims, demands, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', experts', accounting, auditors', or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:

- (a) A failure of the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or this Contract;
- (b) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to Sponsor;
- (c) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to meet the obligations of this Contract or any other contract or other obligation between or on behalf of the School and another party;
- (d) An action or omission by the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors that results in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or Liabilities;
- (e) Any sum that the Sponsor may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the School to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under the law, and all agreements delivered in any way connected herewith, on the part of the School, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the Governing Authority, or to third parties in any way related to the School or its operations or in any way related to closure, termination, or suspension of the School;
- (f) Any audit finding based on failure of the School to accurately report enrollment, attendance, participation in learning opportunities or inaccurate EMIS submissions; and,
- (f) Any Liabilities incurred by Sponsor or any of its officers, directors, employees, agents, or contractors as a result of an action or legal proceeding at law or equity brought against Sponsor by the School unless the School or Governing Authority obtains a final judgment or order on the merits against the Sponsor, and the right to appeal such judgment or order has been exhausted or has expired.

This indemnification survives the termination, suspension, expiration, or non-renewal of this Contract.

10.3 **Indemnification if Employee Leave of Absence.** If the Sponsor provides a leave of absence to a person who is thereafter employed by the School, the Governing Authority and the School shall defend, indemnify, and hold harmless the Sponsor and its board members, Superintendent,

employees, and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the Governing Authority. Nothing in this subsection, however, obligates the Sponsor to provide such a leave of absence.

- 10.4 **Survival.** All provisions of Section 10.2 shall survive the voidance, expiration, termination, nonrenewal, suspension, or abandonment of this Contract.

ARTICLE XI General Provisions

- 11.1 **Contract Authorization.** Before executing this Contract, the Governing Authority must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the party, with full authority to bind the party. The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract or by the Sponsor, contracts entered into by the School with third parties shall provide for the School's right to terminate upon failure of the School to remain in operation.
- 11.3 **General Acknowledgements.** The Governing Authority specifically recognizes and acknowledges the following:
- (a) The Governing Authority is responsible for carrying out the provisions of this Contract.
 - (b) For purposes of this Contract, "sponsor approval" means written approval by the ESCLEW Governing Board, the ESCLEW Governing Board President, Superintendent, or Community Schools Center Director, or other Sponsor agent authorized by the ESCLEW Governing Board.
 - (c) The Sponsor's authority to assume operation of the School under the conditions specified in R.C. 3314.073(B).
 - (d) The authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
 - (e) The authority of the ODE to suspend the operations of the School under R.C. 3314.072 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) That the Sponsor is not liable for the acts, omissions, or the debts of the School pursuant to R.C. 3314.07(D) and 3314.08(G)(2), as well as any other applicable law limiting the liability of the Sponsor.
 - (g) That the Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the status of the School as an Ohio Community School, as well as correct problems in the School's performance.
 - (h) That the ODE may take over sponsorship of the School in accordance with R.C. 3314.015(C).
 - (i) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.

- (j) That the Auditor of the State of Ohio may deem the School “unauditable” and direct the stoppage of funding for the School, and that the Sponsor has the right to terminate this Contract in such a situation.
- (k) That the ODE has set out its guidance for closing procedures (attached as a modified supplement in **Attachment 3.4**).
- (l) That the Sponsor and its officers, directors, governing board, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the Contract, that is taken to fulfill the Sponsor’s responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise, and the School hereby indemnifies, defends, and shall hold the Sponsor harmless from all such actions.

11.4 **Dispute Resolution.** The Sponsor and the School agree to the following dispute resolution procedure for any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or the law. The parties shall make initial attempts to resolve any dispute between a designee of the Sponsor and the Chief Administrative Officer of the School and/or the President of the Governing Authority. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three mediators from the Toledo Bar Association and each eliminate one, using the one mediator left after eliminations. All mediation will take place in Lucas County and all costs of the mediator shall be split equally between the parties.

11.5 **Term.** This Contract shall be for a term of **three (3) year(s)**, effective as of or commencing on July 1, 2018 and ending on June 30, 2021. However, the School agrees to close voluntarily and waives all rights of due process and all claims, losses, causes of action, or damages of any kind against the Sponsor if the School is closed mandatorily by statute, by another governmental agency, or by operation of law.

11.6 **Performance Accountability Framework.** **Attachment 11.6** sets forth in detail (a) the performance assessment framework, (b) Sponsor technical assistance, interventions, renewal, and statutory consequences, and (c) the measurable and attainable goals upon which the School shall be evaluated by Sponsor. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017, by which the success of the School will be evaluated by the Sponsor. These performance measurement criteria supplement, but do not replace, alter, or limit Sponsor’s statutory rights and responsibilities, including but not limited to those of nonrenewal, probation, suspension, or termination of the Contract, and the Sponsor-specific criteria outlined in **Attachment 11.6**.

11.7 **Renewal and Non-Renewal of this Contract.**

- (a) Upon the expiration of this Contract, the Sponsor may in accordance with R.C. 3314.03(E), renew the Contract for a period of time to be determined by the Sponsor, but not ending earlier than the end of any school year. Corrective action may be required at the discretion of the Sponsor. Prior to its determination, the Sponsor shall conduct a high stakes review or evaluation and provide the School with a cumulative report on its findings and on the School’s performance over the contract term. The School shall timely submit an Application for Renewal to provide additional information or evidence regarding its performance and to respond to the Sponsor’s findings or concerns, if needed.

The Sponsor may choose not to renew this Contract at its Expiration Date for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause.

Renewal decisions are based upon an analysis of the following:

- i. the School's progress in meeting the educational program listed in **Attachment 6.3**;
- ii. the School's progress in meeting the Academic Goals listed in **Attachment 11.6**;
- iii. the School's progress in meeting the Non-Academic Goals listed in **Attachment 11.6**;
- iv. the School's progress or performance on actions required by corrective action plans or other interventions, if any;
- v. the degree to which the School is compliant with the terms of this Contract;
- vi. the School's fiscal viability and financial audits;
- vii. the School's organizational viability; and
- viii. other good cause.

By January 15 of the year in which the Sponsor intends to not renew the Contract, the Sponsor shall notify the School of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the School may, within fourteen (14) days of receiving the notice, request in writing an informal hearing before the Sponsor. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days after the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision not to renew this Contract.

If the School is not renewed for failure to meet student performance requirements stated in the Contract or for failure to meet generally accepted standards of fiscal management, the School must close permanently at the end of the then-current school year or on a date specified in the notification of termination and the School shall not enter into a contract with any other sponsor.

- (b) If the School does not intend to renew this Contract with the Sponsor, the School shall notify the Sponsor in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Contract. Prior to notification, the Governing Authority must pass a resolution at a properly noticed and held public meeting, authorizing the non-renewal of this Contract and authorizing one or more individuals to notify the Sponsor. In such a case, the School may enter into a contract with a new sponsor in accordance with R.C. 3314.03, upon the expiration of this Contract, or, at the sole discretion of the Sponsor, by an assignment of this Contract before its expiration date. If proper notification does not occur, then the contract may be renewed at the Sponsor's sole option.

- 11.8 **Probation.** The Sponsor may, in lieu of suspension or termination, declare in writing that the School is in a probationary status, after consulting with the Governing Authority or authorized parties thereof, specifying the conditions that warrant probation, and after receiving the Governing Authority's written assurances (satisfactory to Sponsor) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the then-current school year. Sponsor may proceed to suspension, termination, or take-over of operations if the Sponsor finds at any time that the Governing Authority is no longer able or willing to remedy the

conditions to the satisfaction of Sponsor. Sponsor may suspend in lieu of probation at any time pursuant to Section 11.9 below.

- 11.9 **Suspension.** The Sponsor may suspend operations of the School if (a) conditions of the School do not comply with a health and safety standard established by law for school buildings; or (b) for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause. The Sponsor first sends a written notice of intent to suspend explaining the reasons and provides the Governing Authority with five (5) business days to submit a remedy, and reviews and approves or disapproves of the proposed remedy. If the Sponsor disapproves of the proposed remedy, or, the Governing Authority fails to submit a remedy or fails to implement the remedy then the School's operations shall be suspended.

Once the School is suspended, it must cease operations on the next business day and immediately send notice to all School employees and parents stating that the School is suspended and the reasons therefore. The School again has an opportunity to submit a proposed remedy within five (5) business days. The School may not operate while the suspension is in effect, and any such suspension shall remain in effect until Sponsor notifies the Governing Authority that it is no longer in effect. At all times during suspension, the School remains subject to nonrenewal or termination proceedings, in accordance with the law.

If the Sponsor suspends the operation of the School pursuant to R.C. 3314.072, this Contract shall become void if the Governing Authority fails to provide a proposal to remedy the conditions cited by the Sponsor as reasons for the suspension, to the satisfaction of the Sponsor, by September 30 of the school year immediately following the school year in which the operation of school was suspended.

- 11.10 **Termination of the Contract.** The Sponsor may choose to terminate this Contract for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause. Additionally, if the Sponsor has suspended the operation of this Contract under R.C. 3314.072, the Sponsor may choose to terminate this Contract prior to its expiration.

By January 15 of the year in which the Sponsor intends to terminate this Contract, the Sponsor shall notify the School of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the School may, within fourteen (14) days of receiving the notice, request in writing an informal hearing before the Sponsor. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days after the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision to terminate this Contract.

The termination of this Contract shall be effective upon the occurrence of the later of the following events: (a) the date of the notice of termination, or (b) if an informal hearing is requested and the Sponsor affirms its decision to terminate this Contract, the effective date of the termination specified in the notice.

If the Contract is terminated for failure to meet student performance requirements stated in the contract or for failure to meet generally accepted standards of fiscal management, the School must

close permanently at the end of the then-current school year or on a date specified in the notification of termination and the School shall not enter into a contract with any other sponsor.

- 11.11 **Good Faith Deposit.** Immediately upon any Notice of Intent to Suspend, any notice of closure or suspension from any governmental or administrative agency, or upon a vote of closure by the School, the School must submit to Sponsor a good faith deposit of fifteen thousand dollars (\$15,000), or less at the option of the Sponsor, to cover costs of any legal or other professional fees which may be required or desirable to facilitate matters including, but not limited to, notices to parents, transfer of files, change of locks, , securing assets, segregating or selling assets, returning assets, or other professional or non-professional fees or costs incurred by Sponsor, which are in any way associated with termination and closure of the School, in case the School fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit will be returned to the School or sent to the appropriate creditor without interest, if not used for these purposes by the Sponsor.
- 11.12 **Failure to Open/Permanent Closure.** If the School fails to open before September 30th of any year (unless the School is a Drop-out Prevention and Recovery school) or within one (1) year after the initial execution hereof, or, if the School permanently closes prior to the Expiration Date hereof, this Contract shall become void upon notice by Sponsor to School, subject only to the survival of Section 10.2 of this Contract.
- 11.13 **Compliance with Requests of Sponsor.** The School shall timely comply with all reasonable requests of the Sponsor and allow the Sponsor to monitor the School operations. Failure to do so is grounds for suspension, termination, or non-renewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate assurances of cure or actual cure within a period of time acceptable to Sponsor. Notwithstanding the above, the Sponsor may, at its discretion and in particular for non-emergency situations, extend any deadline stated in this Contract.
- 11.14 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.15 **Assignments/No Third Party Beneficiaries.** This Contract and its terms shall not be assigned or delegated without the express written approval of Sponsor. This Contract shall inure to the benefit of, and shall be binding upon, the School, the Sponsor, and their respective permitted successors or assigns; subject, however, to the following specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.
- 11.16 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and notice may be satisfied by personal delivery or by any other means by which receipt can be documented to: in the case of the Sponsor, the Superintendent, at the last-known business address of the Sponsor; in the case of the Governing Authority, the Chief Administrative Officer, a member of the Governing Authority, or the Governing Authority's attorney, at the last known business or home address of the School, its administrator, Governing Authority member, or Governing Authority's attorney.

Should the School be abandoned by or not have in place an administrator or an authorized Director of the Board, the Sponsor may give notice to the ODE.

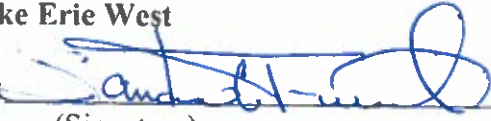
11.17 **Severability.** Should any term, clause, or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses, or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

11.18 **Changes or Modifications.** This Contract constitutes the entire agreement among the parties, and no changes or modifications to this Contract shall be valid and binding unless signed by both the Sponsor and the Governing Authority and attached to this Contract. Notifications required by this Contract shall not be considered changes or modifications of this Contract.

The Sponsor has an obligation to update this Contract periodically due to changes in Statutes, case law, rules, procedures or governmental mandates, and the School agrees to modify the Contract at any time for those reasons.

11.19 **Attachments.** All Attachments to this Contract are attached hereto and incorporated by reference into the Contract, as an integral part of this Contract.

**Educational Service Center of
Lake Erie West**

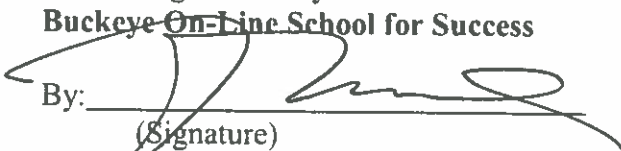
By: 
(Signature)

Its: Superintendent

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

Date: 6-13-2018

**Governing Authority of
Buckeye On-Line School for Success**

By: 
(Signature)

Its: President

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

Date: 5/17/18

ATTACHMENT 1.4 GOVERNANCE PLAN

1. Certificate of Incorporation
2. Articles of Incorporation
3. Appointment of Statutory Agent
4. Code of Regulations
5. Employer ID Number
6. IRS Determination Letter (if any)
7. Mission Statement
8. Organizational Chart of the School

NOTE: The Code of Regulations must include the process by which members of the Governing Authority are selected or removed.

Any changes in any of these documents must be reported in writing to the Sponsor within five (5) business days of the effective date of the change, along with updated copies in the document management system.



03/23/2004

BUCKEYE ONLINE SCHOOL FOR SUCCESS

PO BOX 2228

E LIVERPOOL, OH 43920-0000

TIN (Taxpayer Identification Number)

90-0145050

About Your EFTPS Enrollment

Dear Taxpayer:

You were recently pre-enrolled in the Electronic Federal Tax Payment System (EFTPS) to make all your federal tax payments online or by phone.

According to our records...

You have not activated your enrollment yet. You can activate your enrollment by calling 1-800-555-3453 and supplying EFTPS with your bank account information and phone number. Please have your Employer Identification Number (EIN), EFTPS Personal Identification Number (PIN received previously by a separate mailing), and bank account information handy when you call.

It's important that you activate your enrollment as soon as possible so you can begin making your payments through EFTPS. Once you begin using EFTPS, you will see how convenient, easy, and fast it is to make a federal tax payment online or by phone. Plus, you will receive an immediate acknowledgement number for every transaction which acts as a receipt for your records.

If you have any questions or need assistance, please call EFTPS Customer Service at 1-800-555-4477.

Thank You.

EFTPS Enrollment Processing



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/22/2004	200420400750	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

THOMPSON, HINE, LLP
 10 W. BROAD ST., SUITE 700
 CAROL R. RUSSELL
 COLUMBUS, OH 43215

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1478028

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

BUCKEYE ON-LINE SCHOOL FOR SUCCESS

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200420400750



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

Witness my hand and the seal of
 the Secretary of State at Columbus,
 Ohio this 20th day of July, A.D.
 2004.

J. Kenneth Blackwell
 Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (select one)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785 _____
--	---	---

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Buckeye On-Line School for Success

SECOND: Location East Liverpool Columbiana
(City) (County)

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

The Corporation is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law (the "Code") to operate as a school in the State of Ohio. This corporation shall not engage in activities which are not in furtherance of the educational purposes set forth in this Article THIRD.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed)

(No. of Shares) _____ (Type) _____ (Par Value) _____

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See Instructions)

Rick Wolfe
Authorized Representative

07/08/04
Date

Rick Wolfe, Director of Instruction
(Print Name)

Authorized Representative

Date

(Print Name)

Authorized Representative

Date

(Print Name)

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Buckeye On-Line School of Success hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Rick Wolfe
(Name)
15655 State Route 170, Suite K
(Street)
NOTE: P.O. Box Addresses are NOT acceptable.
East Liverpool, Ohio 43920
(City) (Zip Code)

Must be authenticated by an authorized representative

[Signature: Rick Wolfe]
Authorized Representative

07/05/04
Date

[Blank Signature Box]
Authorized Representative

[Blank Date Box]
Date

[Blank Signature Box]
Authorized Representative

[Blank Date Box]
Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, Rick Wolfe, named herein as the

Statutory agent for, Buckeye On-Line School of Success hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: [Signature: Rick Wolfe]
(Statutory Agent)

INITIAL ARTICLES OF INCORPORATION
BUCKEYE ON-LINE SCHOOL FOR SUCCESS
ADDITIONAL PROVISIONS

FOURTH: Intentionally Omitted.

FIFTH: Intentionally Omitted.

SIXTH: The following restrictions shall apply to the corporation:

- (a) No part of the assets or of the net earnings of the corporation shall inure to the benefit of any member, trustee, or officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes). In the event of the liquidation or dissolution of the corporation, whether voluntary or involuntary, no member, trustee or officer of the corporation, or any private individual, shall be entitled to any distribution or division of the remaining assets or their proceeds.
- (b) No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, nor shall the corporation participate or intervene in (including the publication and distribution of statements) any political campaign on behalf of any candidate for public office.
- (c) Notwithstanding any other provision in these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Code Section 501(c)(3), or by an organization, contributions to which are deductible under Code Section 170(c)(2), or corresponding provisions of any subsequent federal tax laws.

SEVENTH: In the event of the dissolution of the corporation, the corporation shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes set forth in Article THIRD of these Articles of Incorporation.

346638



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- [Prior Business Name](#)

Corporation Details

Corporation Details		
Entity Number	1478028	
Business Name	BUCKEYE ON-LINE SCHOOL FOR SUCCESS	
Filing Type	CORPORATION FOR NON-PROFIT	
Status	Active	
Original Filing Date	07/20/2004	
Expiry Date	01/08/2019	
Location: EAST LIVERPOOL	County: COLUMBIANA	State:
Agent / Registrant Information		
AMY J. BORMAN, ESQ. 150 E. GAY STREET 24TH FLOOR COLUMBUS, OH 43215 Effective Date: 01/08/2014 Contact Status: Active		
Incorporator Information		
RICK WOLFE		
Filings		
Filing Type	Date of Filing	Document Number/Image
DOMESTIC ARTICLES/NON-PROFIT	07/20/2004	200420400750
LETTER/RENEWAL NOTICE MAILED	03/20/2009	200907945380
CANCELED/FAILURE TO FILE/STATEMENT CONT. EXISTENCE	07/20/2009	200920195926
DOMESTIC/REINSTATEMENT	08/11/2009	200922300676
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	08/11/2009	200922300678
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	11/30/2012	201233800271
DOMESTIC AGENT ADDRESS CHANGE	01/08/2014	201400900402

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**AMENDED AND RESTATED
CODE OF REGULATIONS
OF THE
BUCKEYE ONLINE SCHOOL FOR SUCCESS**

**ARTICLE I
PURPOSE**

Section 1. Purpose. The Buckeye Online School for Success (the "Corporation") is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law to operate as a community school in the State of Ohio.

**ARTICLE II
MEMBERS**

Section 1. Membership. The Corporation shall not have Members. The Directors of the Corporation, in conformance with the procedures established for the Board of Directors and to the extent required by law, shall have the authority that is granted to and carry out the duties that are imposed upon the Members of a nonprofit corporation under Ohio law.

**ARTICLE III
DIRECTORS**

Section 1. Number. The number of Directors of the Corporation shall be at least three (3) and no more than seven (7), or such greater number as may be subsequently determined by the Directors; provided however, the number of Directors shall be five (5) or more during the period when the Corporation has a community school contract with a sponsor, unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

Section 2. Term. Each Director will serve a one-three year term, which expires on June 30th of the year following the applicable year of their election, and which may be renewed as many times as such Director is elected, for an additional one-three year term. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death.

Section 3. Qualifications and Role of Directors. During the period that the Corporation has a community school contract with an authorized sponsor, the Directors, in their capacity as Directors, shall be the Governing Authority of a public Ohio community school. The Directors shall have a strong interest in the welfare of the Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees. Directors shall undergo criminal background checks acceptable to the sponsor, the President, and the Governing Authority and must consent to release of such background checks to those parties..

Section 4. Nominations and Election of Directors. The President shall solicit recommendations from current Directors for nominees to fill positions and submit nominations from those recommendations to the Board for election in conjunction with one other Officer of the Corporation. The remaining Directors may fill any vacancy in the Board of Directors created by the resignation, removal or death of a Director at a regular or special meeting of the Board of Directors. A quorum of the remaining Directors shall have the authority to fill any such vacancy despite the fact that the remaining Directors do not constitute a quorum of the previously full membership of the Board.

Section 5. Meetings. The annual meeting of the Directors shall be held in January of each year on such date, at such time, and at such place as a majority of the Directors may determine. In the event the Board of Directors is unable to hold its annual meeting in January, it shall hold such annual meeting on a date and at a time and place determined by a majority of the Directors. Special meetings may be called at any time by the President or by any two (2) of the Directors. Provided however, once the Corporation becomes a public school, meetings relating in any way to the business or operation of the public school must be open to the public and publicized or advertised as required by law.

Section 6. Quorum and Voting. The presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. Except as otherwise provided by law, the Corporation's Articles of Incorporation, or this Code of Regulations, a vote of a simple majority of the Directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors. In addition to those Directors who are actually present at a meeting, Directors shall for purposes of this section be deemed present and able to vote at such meeting if a conference telephone or similar communications equipment is used by which all persons participating in the meeting can simultaneously communicate with each other, provided however, once the Corporation becomes a public school, the Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote, and no voting by proxy shall be allowed. .

Section 7. Notice and Waiver. Corporate notice shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice made by personal delivery, telegram, telecopy or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when deposited in the mail or with the courier service. Unless waived in writing, notice of each annual meeting communicating the day, hour, and place shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting. Unless waived in writing, notice of each special meeting communicating the day, hour and place, and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of

the meeting, shall waive notice or lack of proper notice for that meeting. Nothing in this Section 7 shall alter, however, the duty of the Corporation to provide notice to the public of meetings, once the Corporation becomes a public school. Notice to the public shall be given in accordance with the Ohio Open Meetings law and pursuant to Board policy, and shall take precedence over this Section 7 during the time the Corporation is also a public community school..

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or all of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided however, during the time when the Corporation has a community school contract with a sponsor to operate a public school, all actions must be taken at open and public meetings and action by written consent shall not be allowed.

Section 9. Committees of Directors. The Board of Directors may create committees as the Directors may determine, the members of which shall consist of not less than one (1) Director unless Ohio law allows otherwise in the future. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall only be a recommendation to the Board of Directors with respect to such matter. Notwithstanding anything to the contrary in this Section 9 however, once the Corporation becomes a public school, no committee shall meet in a prearranged manner to discuss school business, without proper notice to the public of a committee meeting, and, only the actions of the Board of Directors shall be valid and binding.

Section 10. Other Advisory Councils. The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations or advisory councils which are not part of the Board of Directors, such as a Parent Support Organization or Parent Advisory Council which may support and advance the interests of the Corporation, coordinate fundraising or volunteer efforts, family activities or for any other purpose deemed appropriate by the Board. Any advisory council may be disbanded, suspended or terminated by the Board for any or no reason.

Section 11. Removal of Directors. Any Director may be removed, with or without cause, at any time by the majority vote of the Board of Directors. The election or appointment of a Director for a term shall not be deemed to create employment or other contractual rights

Section 12. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective on the date of its receipt by the Board of Directors, and the receipt of the resignation shall require no further action to be effective. Vacancies in the Board of Directors shall be filled in accordance with Section 4 of this Article III.

Section 13. Powers of Directors. The policies of the Corporation shall be set by the Board of Directors in accordance with the law, and when a public school, also in accordance with the Corporation's community school contract and applicable public law. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles of Incorporation and the Code of Regulations of the Corporation, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

Section 14. Honorary Directors. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title Honorary Director, at the discretion of the Board, by a majority vote of the entire Board. Honorary Directors are not voting members of the Board and are permitted but not required to attend meetings. The Board of Directors may remove an Honorary Director at any time, with or without cause, by a majority vote of the entire Board.

ARTICLE IV OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a President, Secretary and Treasurer, and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. With the exception of the office of President, an individual may simultaneously hold two offices. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal.

Section 2. Vacancies. A vacancy in any office because of death, resignation or removal of an officer shall be filled by the Board of Directors for the unexpired term of such office.

Section 3. Resignation or Removal of Officers. An officer of the Corporation may resign at any time by tendering his or her resignation in writing to the Board of Directors and such resignation shall become effective immediately upon its delivery to the Board. An officer of the Corporation may be suspended or removed at any time, with or without cause, by the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create employment or other contractual rights.

Section 4. President. The President shall preside at meetings of the Board and shall coordinate the activities directed by the Board of Directors and shall oversee the operations of the Corporation in all its activities subject to the policies and goals established by the Board of Directors, and, otherwise in accordance with this Code of Regulations, call Board meetings and establish rules of order, and, subject to Board approval set permanent or temporary committees necessary or desirable for the effective and efficient operation of the Board.

Section 5. Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning

the public school, and shall keep a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors or the President. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Secretary's responsibilities or parts thereof, may be contracted for by the Directors.

Section 7. Treasurer. The Treasurer shall act as the fiscal officer of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation, and shall perform other duties as may be required by the Board of Directors or the President. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors, maintaining records thereof. The Treasurer shall maintain appropriate books of account and supporting records and shall prepare and file all returns and related reports required by federal and state statutes and regulations and by the Board of Directors. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Treasurer's responsibilities or parts thereof, may be contracted for by the Directors. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.

ARTICLE V INDEMNIFICATION

Indemnification of Directors, Officers, Employees and Agents. Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation, or a Director member of the Governing Board of the school, and such person's heirs, executors and administrators, shall be indemnified by the Corporation, both during and after their association with the Corporation terminates, for those acts or omissions concerning the Corporation, in accordance with and to the full extent permitted by the Nonprofit Corporation Law (Ohio Revised Code Chapter 1702) as in effect at the time of the adoption of these Regulations or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights of indemnification to which any Director, officer, employee, agent or other person may be entitled, in any capacity, as a matter of law or under any regulation, agreement, vote of Directors, or otherwise. As authorized by the Board of Directors, the Corporation may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Regulations or as amended from time to time thereafter.

ARTICLE VI CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Ohio law, and, while operating as a public Ohio community school specifically subject to the limitations and restrictions imposed on public officials, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested, whether such Director is a member of the Governing Board of the school or not, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director

in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors nevertheless, authorize, approve or ratify such contract or transaction by a vote of a majority of the Directors present. Unless Ohio law otherwise prohibits or permits, the interested Director may be counted in determining whether a quorum is present, but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VII
BOOK AND RECORDS

The Corporation shall keep correct and complete books, records and minutes of the Board of Directors' meetings, and, during the time when the Corporation is functioning as a public school, such books and records shall be public records. The Secretary of the Corporation shall keep an accurate list of the names and addresses of the Board of Directors.

ARTICLE VIII
AMENDMENTS

The Code of Regulations shall be adopted and, from time to time, amended by a majority vote of the entire Board of Directors.

Approval Date: 12-17-2015

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 23 2007**

BUCKEYE ON-LINE SCHOOL FOR SUCCESS
519 BROADWAY
EAST LIVERPOOL, OH 43920-9069

Employer Identification Number:
90-0145050
DLN:
17053258079006
Contact Person:
ELSIE YEE ID# 95203
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
July 20, 2004
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

Letter 1045 (DO/CG)

BUCKEYE ON-LINE SCHOOL FOR SUCCESS

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert Choi", written in a cursive style.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

BUCKEYE ON-LINE SCHOOL FOR SUCCESS

INFORMATION FOR ORGANIZATIONS EXEMPT UNDER SECTION 501(c)(3)

WHERE TO GET FORMS AND HELP

You can obtain forms and instructions by calling toll free 1-800-829-3676, through the Internet Web Site at www.irs.gov, and at local tax assistance centers.

You can obtain additional information about most topics discussed below through our customer service function by calling toll free 1-877-829-5500, or on our Web Site at www.irs.gov/eo. In addition, you should sign up for Exempt Organization's EO Update, a regular e-mail newsletter that highlights new information posted on the charities pages of irs.gov. To subscribe, go to www.irs.gov/eo and click on "EO Newsletter."

NOTIFY US ON THESE MATTERS

If you change your name, address, purposes, operations or sources of financial support, please inform our TE/GE EO Determinations Office at the following address: Internal Revenue Service, P.O. Box 2508, Cincinnati, Ohio 45201. If you amend your organizational document or by-laws, or dissolve, provide the EO Determinations Office with a copy of the amended documents. Please use your employer identification number on all returns you file and in all correspondence with the Internal Revenue Service.

FILING REQUIREMENTS

In your exemption letter, we indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If your exemption letter states that you are not required to file Form 990, you are exempt from these requirements. Otherwise, if your gross receipts are normally more than \$25,000, you must file Form 990 or Form 990-EZ with the Ogden Submission Processing Center, Ogden, UT 84201-0027.

You are eligible to file Form 990-EZ if your gross receipts are normally between \$25,000 and \$100,000, and your total assets are less than \$250,000. You must file the complete Form 990 if your gross receipts are over \$100,000, or your total assets are over \$250,000. The Form 990 instructions show how to compute your "normal" receipts.

Form 990 Schedule A is required for both Form 990 and Form 990-EZ.

Organizations With Gross Receipts of \$25,000 or Less

For tax periods beginning after December 31, 2006, you must file an annual electronic notice if your gross receipts are normally \$25,000 or less. Alternatively, you may file a complete Form 990 Package if we send one to you.

Exception: Section 509(a)(3) supporting organizations must file Form 990 or

BUCKEYE ON-LINE SCHOOL FOR SUCCESS

Form 990-EZ even if gross receipts are normally \$25,000 or less. However, supporting organizations of religious groups with gross receipts that are normally \$5,000 or less may file an annual electronic notice instead of Form 990 or Form 990-EZ.

Due Date of Return or Annual Electronic Notice

Your return or annual electronic notice is due by the 15th day of the fifth month after the end of your annual accounting period. There are penalties for failing to file a complete return timely. For additional information on penalties, see the Form 990 instructions or call our toll free number.

Revocation of Tax-Exempt Status

For tax periods beginning after December 31, 2006, your tax-exempt status will be revoked as of the filing due date of the third year if you fail to file for three consecutive years Form 990, Form 990-EZ, or the annual electronic notice.

If your tax-exempt status is revoked because you failed to file for three consecutive years, you must reapply for exemption and pay the appropriate user fee.

UNRELATED BUSINESS INCOME TAX RETURN

If you receive more than \$1,000 annually in gross receipts from a regular trade or business, you may be subject to Unrelated Business Income Tax and required to file Form 990-T, Exempt Organization Business Income Tax Return. There are several exceptions to this tax:

1. Income you receive from the performance of your exempt activity,
2. Income from fundraisers conducted by volunteer workers, or where donated merchandise is sold, and
3. Income from routine investments such as certificates of deposit, savings accounts, or stock dividends.

There are special rules for income derived from real estate or other investments purchased with borrowed funds. This income is called "debt financed" income. For additional information regarding unrelated business income tax, see Publication 598, Tax on Unrelated Business Income of Exempt Organizations, or call our toll free number shown above.

PUBLIC INSPECTION OF APPLICATION AND INFORMATION RETURN

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return, or the date the return is filed. This rule also applies to any Form 990-T filed after August 17, 2006. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. You must also provide copies

BUCKEYE ON-LINE SCHOOL FOR SUCCESS

of these documents to any individual, upon written or in person request, without charge other than reasonable fees for copying and postage.

You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or call our toll free number shown above.

FUNDRAISING

Contributions to you are deductible only to the extent that they are gifts and no consideration is received in return. Depending on the circumstances, ticket purchases and similar payments in conjunction with fundraising events may not qualify as fully deductible contributions.

CONTRIBUTIONS OF \$250 OR MORE

Donors must have written substantiation from the charity for any charitable contribution of \$250 or more. Although it is the donor's responsibility to obtain written substantiation from the charity, you can assist donors by providing a written statement listing any cash contribution or describing any donated property.

This written statement must be provided at the time of the contribution. There is no prescribed format for the written statement. Letters, postcards and electronic (e-mail) or computer-generated forms are acceptable.

The donor is responsible for the valuation of donated property. However, your written statement must provide a sufficient description to support the donor's contribution.

For contributions of cash, a check or other monetary gift made on or after January 1, 2007, a donor cannot claim a tax deduction unless the donor maintains a record of the contribution in the form of either a bank record (such as a cancelled check) or a written communication from the charity (such as a receipt or letter) showing the name of the charity, the date of the contribution, and the amount of the contribution.

For additional information regarding donor substantiation, see Publication 1771, Charitable Contributions - Substantiation and Disclosure Requirements. For information about the valuation of donated property, see Publication 561, Determining the Value of Donated Property.

CONTRIBUTIONS OF MORE THAN \$75 AND
CHARITY PROVIDES GOODS OR SERVICES

You must provide a written disclosure statement to donors who receive goods or services from you in exchange for contributions in excess of \$75.

Contribution deductions are allowable to donors only to the extent their contributions exceed the value of the goods or services received in exchange.

BUCKEYE ON-LINE SCHOOL FOR SUCCESS

Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If you conduct fundraising events such as benefit dinners, shows, membership drives, etc., where something of value is received, you are required to provide a written statement informing donors of the fair market value of the specific items or services you provided in exchange for contributions of more than \$75.

You should provide the written disclosure statement in advance of any event, determine the fair market value of any benefit received, determine the amount of the contribution that is deductible, and state this information in your fundraising materials such as solicitations, tickets, and receipts. The amount of the contribution that is deductible is limited to the excess of any money (and the value of any property other than money) contributed by the donor less the value of goods or services provided by the charity. Your disclosure statement should be made, no later than, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fundraising circumstances where each complete payment, including the contribution portion, exceeds \$75. For additional information, see Publication 1771 and Publication 526, Charitable Contributions.

EXCESS BENEFIT TRANSACTIONS

Excess benefit transactions are governed by section 4958 of the Code. Excess benefit transactions involve situations where a section 501(c)(3) organization provides an unreasonable benefit to a person who is in a position to exercise substantial influence over the organization's affairs. If you believe there may be an excess benefit transaction in which you are involved, you should report the transaction on Form 990 or 990-EZ. For information on how to correct and report this transaction, see the instructions for Form 990 and Form 990-EZ, or call our toll free number shown above.

EMPLOYMENT TAXES

If you have employees, you are subject to income tax withholding and the social security taxes imposed under the Federal Insurance Contribution Act (FICA). You are required to withhold Federal income tax from your employee's wages and you are required to pay FICA on each employee who is paid more than \$100 in wages during a calendar year. To know how much income tax to withhold, you should have a Form W-4, Employee's Withholding Allowance Certificate, on file for each employee. Organizations described in section 501(c)(3) of the Code are not required to pay Federal Unemployment Tax Act (FUTA) tax.

Employment taxes are reported on Form 941, Employer's Quarterly Federal Tax Return. The requirements for withholding, depositing, reporting and paying employment taxes are explained in Circular E, Employer's Tax Guide, (Publication 15), and Employer's Supplemental Tax Guide, (Publication 15-A). These publications explain your tax responsibilities as an employer.

CHURCHES

BUCKEYE ON-LINE SCHOOL FOR SUCCESS

Churches may employ both ministers and church workers. Employees of churches or church-controlled organizations are subject to income tax withholding, but may be exempt from FICA taxes. Churches are not required to pay FUTA tax. In addition, although ministers are generally common law employees, they are not treated as employees for employment tax purposes. These special employment tax rules for members of the clergy and religious workers are explained in Publication 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Churches should also consult Publications 15 and 15-A. Publication 1828, Tax Guide for Churches and Religious Organizations, also discusses the various benefits and responsibilities of these organizations under Federal tax law.

PUBLIC CHARITY STATUS

Every organization that qualifies for tax-exemption as an organization described in section 501(c)(3) is a private foundation unless it falls into one of the categories specifically excluded from the definition of that term [referred to in section 509(a)(1), (2), (3), or (4)]. In effect, the definition divides these organizations into two classes, namely private foundations and public charities.

The Code section under which you are classified as a public charity is shown in the heading of your exemption letter. This determination is based on the information you provided and the request you made on your Form 1023 application. Please refer to Publication 557 for additional information about public charity status.

GRANTS TO INDIVIDUALS

The following information is provided for organizations that make grants to individuals. If you begin an individual grant program that was not described in your exemption application, please inform us about the program.

Funds you distribute to an individual as a grant must be made on a true charitable basis in furtherance of the purposes for which you are organized. Therefore, you should keep adequate records and case histories that demonstrate that grants to individuals serve your charitable purposes. For example, you should be in a position to substantiate the basis for grants awarded to individuals to relieve poverty or under a scholarship or education loan program. Case histories regarding grants to individuals should show names, addresses, purposes of grants, manner of selection, and relationship (if any) to members, officers, trustees, or donors of funds to you.

For more information on the exclusion of scholarships from income by an individual recipient, see Publication 970, Tax Benefits for Education.

Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

6 If you checked box g, h, or i in question 5 above, you must request either an advance or a definitive ruling by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a Request for Advance Ruling: By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

[Signature]
(Signature of Officer, Director, Trustee, or other authorized official)

X RANGY CALHEW
(Type or print name of signer)

X 4-17-07
(Date)

X DIRECTOR
(Type or print title or authority of signer)

INTERNAL REVENUE SERVICE RECEIVED APR 23 2007 EP/EO SAN FRANCISCO P.O. LA (Date)

For IRS Use Only

[Signature]
IRS Director, Exempt Organizations

- b Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).

(i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____ 0

(b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.

(ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box.

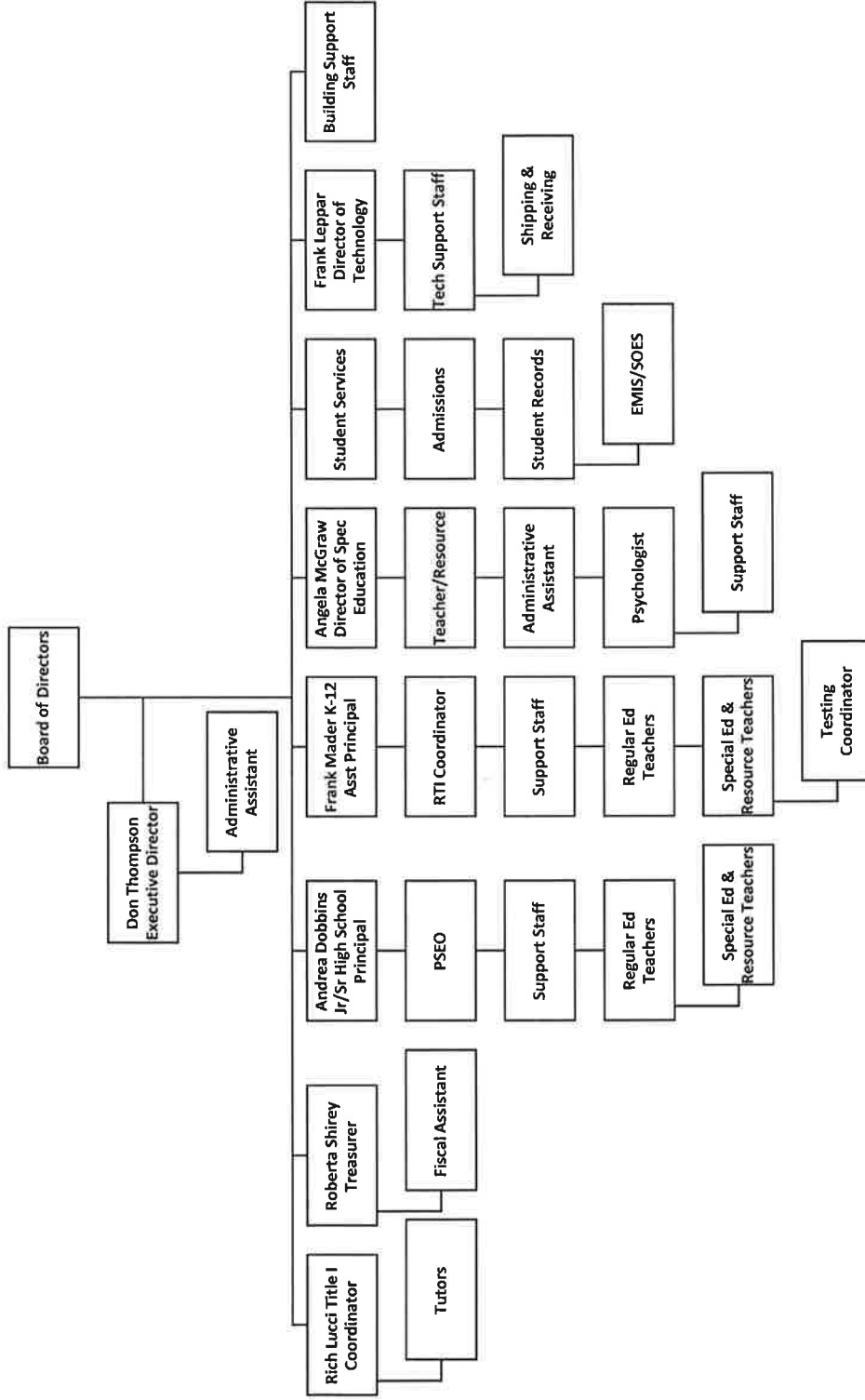
(b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. Yes No

303 Our Mission Statement

The Buckeye Online School for Success is dedicated to educating all students in its diverse population by offering academic choices to meet their individual needs. Our school is committed to preparing lifelong learners and productive citizens through collaboration with staff, families, and communities utilizing cutting edge technology

Buckeye On-Line School for Success Organizational Chart



ATTACHMENT 2.1
GOVERNING AUTHORITY MEMBERS

1. Governing Authority Member Names and Email Addresses used for School Business

NOTE: All Governing Authority members must be pre-approved by Sponsor. The Sponsor shall be promptly notified in writing of any changes in members, including names of resignations and changes to contact information, within five (5) business days of such change.

**BUCKEYE ON-LINE SCHOOL FOR SUCCESS
BOARD OF DIRECTORS**

Contact Information

Josh Martin

BCI/FBI: February 12, 2013

- Board President Nomination effective January 21, 2016
- Board President Pro Tem effective August 20, 2015
- Nomination as Board Member effective January 17, 2013

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

jmartin@go2boss.com

jmartin@spii.net

Dr. Susan Rossi

BCI/FBI: January 12, 2016

- Board Vice President Nomination effective January 21, 2016
- Nomination as Board Member effective January 21, 2016

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

srossi@go2boss.com

srossi3@kent.edu

Joe Shemasek

BCI: January 23, 2013-n/a if resident of Ohio

FBI: January 28, 2013-March 2, 2018

- Board Treasurer Nomination effective January 21, 2016
- Board Treasurer Nomination effective January 15, 2015
- Board Member effective January 17, 2013

[REDACTED]
[REDACTED]
[REDACTED]

jshemasek@go2boss.com

jshemasek66@gmail.com

Robert W. O'Hara

BCI: November 13, 2017

- Board Secretary Nomination effective January 21, 2016
- Past Board President until January 16, 2014
- Board Member Since 2004

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

rohara@go2boss.com
rwoymca@gmail.com

Brett Green

BCI/FBI: November 13, 2015

- Board Member effective August 1, 2016
- Board Member Nomination July 14, 2016

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

bgreen@go2boss.com

ATTACHMENT 3.2 MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

NOTE: Check here [] if the School is not currently managed by a third party. If the School decides to engage an operator in the future, this will require a contract modification.

Under R.C. 3314.032(A), new or renewed operator contracts entered into on or after February 1, 2016 must include the following:

- Criteria to be used for early termination of the operator contract,
- Required notification procedures and timeline for early termination or non-renewal of the operator contract, and
- A stipulation of which entity owns all community school facilities and property including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or management company. Any stipulation regarding property ownership must comply with the requirements of R.C. 3314.0210.



Buckeye Online School for Success

119 East Fifth Street East Liverpool, OH 43920 866-642-9237 / 330-385-1987 www.go2boss.com

Buckeye On-Line School for Success

Epicenter Task: Attachment 3.2

Management by Third Party Operator

School Year: 2018

BOSS is not managed by a third party, therefore the task is not applicable

ATTACHMENT 4.1
CONFLICT OF INTEREST POLICY

1. School Conflict of Interest Policy

NOTE: At a minimum, the Conflict of Interest Policy must address Chapter 102 of the Ohio Revised Code and R.C. 2921.42, 2921.43, and 2921.44.

A. **General Ethical Behavior.** While serving on the Governing Authority, each Director agrees to:

1. Obey the law and follow and implement the School's policies;
2. Not disclose or use, without appropriate authorization, any information acquired in the course of the Director's duties that is privileged or confidential under the law;
3. Not speak or act for the Board unless granted proper authority;
4. Work with the Board to establish, review and revise effective policies;
5. Delegate authority for administration to School administrators/staff;
6. Make every effort to attend all Board meetings;
7. Become informed on issues before the Board and relating to Community Schools and school choice;
8. Debate matters before the Board, but once voted upon, accept and support the Board's decision; and
9. Act ethically and in conformance with the School's mission and goals.

B. **Public Officers Ethics and Conflicts Rules – Improper Influence or Use of Authority.**

Ohio law requires that all Board members and School officials, including teachers performing or possessing authority to perform administrative/supervisory functions, comply with these laws.

1. Revised Code Section 102.03(D) & (E). A Board member cannot use, or authorize the use of, the authority or influence of his/her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon him/her with respect to his/her duties.
 - a. "Anything of value" includes money and every other thing of value.
 - b. A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community school, its Board or employees, or where it could impair a Board member's objectivity and independence of judgment regarding his/her official actions and decisions.
 - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.
 - d. **Abstain.** A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.
2. Revised Code Section 2921.42(A)(1). A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.

- a. A prohibited interest must be direct and definite and may be either pecuniary or fiduciary in nature.
 - b. **Abstain.** A Board member may avoid a conflict under R.C. 2921.42(A)(1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures of Part D of this policy when considering a situation involving R.C. 2921.42(A)(1).
3. Revised Code Section 2921.42(A)(3). A Board member shall not occupy any position of profit in the prosecution of a public contract which she or the community school board authorized, and which was not let by competitive bidding to the lowest and best bidder while the Board member holds a position on the Board or within one year thereafter.
 - a. A Board member occupies a position of profit in a public contract whenever he/she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
 - b. **Abstention** will not cure an R.C. 2921.42(A)(3) conflict.
4. Revised Code Section 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the community school.
 - a. A Board member has a prohibited interest in the profits or benefits of a public contract if the Board member would financially benefit from the contract, or the Board member has an ownership or fiduciary interest in the entity that is entering into the contract, unless the exception in R.C. 2921.42(C) applies.
 - b. For the exception to apply pursuant to R.C. 2921.42(C), the subject of the contract must be necessary supplies or services for the community school, and the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the community school as part of a continuing course of dealing established prior to the Board member becoming associated with the community school, and, treatment of the community school must either be preferential to or the same as that accorded to other customers in a similar transaction. Under the exception, the entire transaction conducted at "arms-length" with the Board's full knowledge of the Board member's interest.
 - c. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.
5. Revised Code Section 2921.43(A). No public servant may knowingly solicit or accept improper compensation (a) other than as allowed by R.C. 102.03 (G), (H) and (I), to perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties;
6. Revised Code Section 2921.43(B). No public servant shall solicit or accept anything of value for their own personal or business use or for the business or personal use of another public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee's compensation, duties, placement,

location, promotion or other material aspect of employment. A person is not prohibited from making voluntary contributions.

7. Revised Code 2921.43(C). No person shall coerce any contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee or political contributing entity, in consideration for (a) appointing, securing, maintaining or renewing the appointment of any person to any public office, employment or agency, or (b) preferring or maintaining the status of any public employee's compensation, duties, placement, location, promotion or other material aspects of employment. Coercion need not actually cause or prohibit any action from actually occurring. A person is not prohibited from making voluntary contributions.
 8. Revised Code Section 2921.44. A fiscal officer shall be disqualified from serving as a public official for four years after being found guilty of dereliction of duty in Ohio and, also prohibited from holding a public office until all restitution or repayment required by a court has been satisfied. Dereliction of duty may include (a) recklessly creating a deficiency, incurring a liability, or expending a greater sum than is appropriated by the general assembly for the use in any one year for the entity to which the public official is connected; or, (b) recklessly failing to perform a duty expressly imposed or forbidden by law with respect to the public servant's office.
- C. **Excess Benefit Transaction**. Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services.
1. "Disqualified person" includes:
 - a. A person in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;
 - b. A member of the family of a person described in a, above;
 - c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
 - d. Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.
- D. **IRC Procedure for Matters Involving Conflicts**. The Board shall follow the following procedures when it is called upon to consider any matter with respect to which an "interested person" has a "financial interest" as those terms are defined below. Please note: the fact that the Board of Directors has followed the procedures set forth below will not enable an "interested person" to avoid the legal prohibitions of R.C. 2921.42(A)(3) and (4) discussed in Parts B.3 and B.4, above.
1. For purposes of these procedures the following words have the following definitions.
 - a. An "interested person" is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.

- b. A person has a “financial interest” if the person, directly or indirectly, through business, investment, or family has:
 - i. An ownership or investment interest in any entity with which the School has a transaction or arrangement;
 - ii. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
 - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
 - c. “Compensation” includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
 2. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
 3. Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.
 4. Procedures for Addressing the Conflict of Interest.
 - a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after the presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee

shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

E. Other Procedures and Record Keeping Requirements.

1. Violations of the Conflicts of Interest Policy.
 - a. If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
2. Documentation. The minutes of the Board and all committees with board- delegated powers shall contain:
 - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
 - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
3. Annual Statements. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
 - a. Received a copy of the conflict of interest policy;
 - b. Read and understands the policy;
 - c. Agreed to comply with the policy;
 - d. Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;
 - e. Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
 - f. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the

School for services is precluded from voting on matters pertaining to that member's compensation; and

- g. Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
 - a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
5. Use of Outside Experts. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board's obligation to conduct periodic reviews.
6. Immediate Relatives. An "immediate relative" means the Board member's spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
 - a. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School's sponsor or operator, unless at least one year has elapsed since the person's Board membership ceased.
 - b. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor's governing board, unless at least one year has elapsed since the person's Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person's Board membership ceased.
7. Annual Disclosure Requirement. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed, within the previous three (3) years, by (a) the sponsor or operator of the School, (b) a school district or educational service center that has contracted with the School, or (c) a vendor that is or has engaged in business with the School.

Each Governing Authority Director (Board member) shall sign a copy of this Ethics and Conflicts Policy in order to demonstrate his/her commitment to these principles.

Signature and Title

Date

Note: All School officials and employees, including teachers who do perform or who have the authority to perform administrative and supervisory functions, are subject to all Ohio Ethics and Conflicts Laws and should sign the above acknowledgment as well.

Ohio Revised Code Chapter 102, Sections 2921.42, 2921.43, 2921.44 and 3314.02.

Adopted: _____

June 8, 2017

ATTACHMENT 5.2 FACILITIES PLAN

1. Detailed description of each facility used for instructional purposes, containing the address and grades served;
2. Annual costs associated with leasing each facility, paid for by or on behalf of the school, if applicable;
3. Annual mortgage principal and interest payments that are paid by the school, if applicable;
4. Name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any; and
5. If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable.



Attachment 5.2 Facilities Plan

1. Detailed description of each facility used for instructional purposes, containing the address and grades served:

The only facility the Buckeye On-Line School for Success has/uses for instructional purposes is located at:

- 119 East Fifth Street
East Liverpool, Ohio 43920
- Grades Served: K-12

2. Annual costs associated with leasing each facility, paid for by or on behalf of the school, if applicable:

- Not Applicable to BOSS

3. Annual mortgage principal and interest payments that are paid by the school, if applicable:

- Annual total payments are \$77,561.28

4. Name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any:

- Huntington-Lender

5. If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable:

- Not Applicable to BOSS

ATTACHMENT 6.3 EDUCATIONAL PLAN

1. Educational Plan
 - a. Mission and philosophy
 - b. Characteristics of the students the School expects to attract
 - c. Ages and grades of students
 - d. Description of curriculum
 - e. Instructional delivery methods used
 - f. Description of how curriculum aligns with Ohio Content Standards
2. Description of all classroom-based and non-classroom-based learning opportunities
 - a. Classroom-based
 - b. Non-classroom-based, including, when applicable, Credit Flex, College Credit Plus, field trips with academic enhancement component, tutoring, learning on contingency days or while a student is suspended/expelled, internet or independent study
3. If applicable, description of blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements

The Governing Authority DOES/DOES NOT intend to seek designation for the School as a STEM school under R.C. 3326.032.

NOTE: Learning opportunities are classroom-based or non-classroom-based supervised instructional and educational activities that are defined in the School's contract and are:

- a. Provided by or supervised by a licensed teacher;
- b. Goal-oriented; and
- c. Certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. (OAC 3301-102-02)

If the School has registered a Blended Learning Plan, the description must include, at a minimum:

- a. An indication of what blended learning model or models will be used
- b. A description of how student instructional needs will be determined and documented
- c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level
- d. The school's attendance requirements, including how the school document participation in learning opportunities
- e. A statement describing how student progress will be monitored
- f. A statement describing how private student data will be protected
- g. A description of the professional development activities that will be offered to teachers

BUCKEYE ONLINE SCHOOL FOR SUCCESS

The Buckeye Online School for Success is a tuition-free, public school. BOSS serves students in grades K-12 who learn from the safety of their own homes. BOSS has many aspects to make a student's educational experience beneficial and rewarding. Students and parents collaborate with highly qualified teachers and support staff to support their child and encourage academic success.

Our curriculum is teacher created and aligned to Ohio and Common Core content standards. Our classroom environment utilizes cutting edge technology and is sure to meet the needs of the most diverse learners. Special education services are available to students with disabilities. Individualized Education Plans are developed to help these learners find success in classes and help them improve in struggling areas. Response to Intervention program (RTI) is in place at BOSS to help students who are struggling in specific content areas.

OUR MISSION

The Buckeye Online School for Success is dedicated to educating all students in its diverse population by offering academic choices to meet their individual needs. Our school is committed to preparing lifelong learners and productive citizens through collaboration with staff, families, and communities utilizing cutting edge technology.

OUR VISION

Guided by the highest expectations, the Buckeye Online School for Success will serve as the foundation for the future of our students. As a center for educational and technological innovation BOSS promotes 21st century learning and we are the connecting link between students, parents, staff, and community.

BOSS SERVES

- Students in grades K-12
- Motivated, Independent Learners
- Working students
- Disabled or ill students
- Home educated
- Young mothers and fathers
- College bound students
- Students who travel: Athletes, Performers

BOSS OFFERS

- Tuition-free, public school
- Computer
- Internet reimbursement
- Highly Qualified Teachers
- Safe learning environment
- Curriculum aligned to State and Common Core Standards
- Live online classes
- Recorded class sessions
- Special Education
- Response to Intervention (RTI) program
- Earn a high school diploma
- Traditional Graduation ceremony
- National Honor Society
- College Credit Plus (CCP)
- College and Career Readiness program
- Tutoring and support services
- Field Trips
- Academic Clubs

BOSS CURRICULUM

BOSS offers families a high quality virtual experience. As an e-school we are unique in that we offer students a structured school day with our live, dynamic instruction. BOSS takes great pride in offering students a setting in which they can engage in real time with their teachers and peers. BOSS also recognizes that many students need flexibility in their schedule. Through our cutting edge platform we have the ability to allow students to access their coursework at anytime during the day. Through communication and commitment BOSS is a fantastic option for all learners.

BOSS Jr/Sr High School:

The Junior Senior High School consists of grades 7-12 and has 500 students and 31 staff members. Our students are instructed in our synchronous classroom by a live teacher on a traditional bell schedule. Students also have the ability to view daily recordings of the classroom instruction in the event of a missed class or for further clarification of the content presented. Currently we offer over 75 courses each day to give our students a well balanced and wide variety of curriculum options.

We are also excited to continue to expand our Canvas LMS platform as well as our Adobe Connect virtual classroom. Students and teachers have been provided with new opportunities for learning and student engagement. Teachers now have the ability to utilize outside learning applications and programs directly in both platforms. We are discovering new opportunities for the systems each day and are looking forward to see what will come next.

Communication is critical to our students' success at BOSS. All students are assigned to a homeroom teacher to help guide them through the learning process. Students attend homeroom daily to receive school announcements, grade and progress updates, as well as support from their homeroom teacher and peers as needed.

BOSS is also proud to offer qualifying students in grades 7-12 the opportunity to participate in the College Credit Plus Program. We currently have 58 students enrolled at 23 colleges taking 171 different courses. The program continues to grow each year.

In addition, we are pleased to announce the continuation of academic clubs at the Junior Senior High School this school year. Our students are able to join exciting and engaging clubs such as Culinary Arts Club, Photography Club, Chess & Board Game Club, Student Senate, Power of the Pen, Agriculture Club, and Contagious Intelligence Club. BOSS proudly continues to sponsor a chapter of the National Honor Society. Our students participate in school and community events to promote leadership and good character. They continue to be an exceptional representation of our student body.

Our academic focus continues to be on improving state test scores. Our teachers are fully ingrained in the Ohio Improvement process and meet as Teacher Based Teams (TBTs) weekly to analyze student data and discuss instructional strategies and support. Teachers are working

to break down academic standards and adopting new techniques to help provide the academic support necessary to show continued growth.

BOSS strives to promote a successful learning environment. Providing students throughout Ohio with a quality education is our number one goal. Through our unique capabilities and committed staff, we continue to provide a worthwhile learning experience for all of our students.

BOSS Elementary

The Elementary School consists of grades K-6 and has 137 students and 14 staff members. BOSS Elementary is pleased to offer students the ability to attend synchronous classes with a live teacher with a structured schedule each day. Students have the ability to engage in a small classroom setting with their teacher and peers. Our teachers have developed a unique balance to incorporate activities throughout the school day to get students up and moving and having fun while learning.

Students in grades K-6 are also sent home a variety of materials such as workbooks, manipulatives, and much more to aid with the curriculum. BOSS elementary offers a very hands on approach to learning.

BOSS elementary utilizes many supplemental programs such as i-Ready, Raz-Kids, Scholastic, Spelling City, and Lexia to provide additional learning opportunities for our students.

School goals have been developed in reading, math and writing to monitor student growth. These goals were based on AIR scores as well as i-Ready diagnostic scores.

Reading Goal:

K-6- The students will increase reading skills in the following domains: high-frequency words, vocabulary and comprehension with 85% accuracy.

Math goal

K-6- The students will increase math skills in the following domains: number and operations, geometry, data and measurement and algebra and algebraic thinking with 85% accuracy.

Writing goal

K-6- The students will increase writing skills including writing conventions and developing paragraphs with 85% accuracy.

In addition to these school goals, we will be focusing on improving our K-3 literacy grade on the report card and increasing math scores.

BOSS Elementary also encourages students to engage in the following community programs. We are continuing to offer Box Tops, BookIt! and field trips this school year.

Course Catalog

Elementary

Kindergarten

Kindergarten focuses on all the foundational skills in Reading, Writing, Math, Science and Social Studies while following the Common Core Standards and using Ready Curriculum in Reading and Math.

Students will develop phonemic awareness skills while working with Wilson FUNdations curriculum. They will develop an awareness of letters, letter sounds and letter formation; recognize rhyming words and identify sight words in text. They will demonstrate an understanding of spoken words, learn and use new vocabulary words, read fiction and informational text while using basic text features to further develop literacy learning, and begin to read with accuracy and fluency to support comprehension.

For math, students in kindergarten will gain a strong number sense; identify and show different ways to make numbers up to 20; count to 100; add and subtract within 10; learn and demonstrate how things are measured; sort and compare things by putting them in groups; and name, compare and make different shapes.

1st Grade

In First Grade students will follow the Common Core standards in Reading, Math, Science, Social Studies, and Writing. Throughout the year students will develop skills in many areas. Students will read fiction and nonfiction selections as well as use basic text features to help support literacy. In Math, students will understand concepts of operations and algebraic thinking, number and operations in base 10, geometry, and measurement and data.

Students will also work through our FUNdations Phonics Series where students will learn proper letter formation, demonstrate understanding of basic features of print, demonstrate understanding of spoken words, syllables, and sounds, apply phonics to decode words, and read with accuracy and fluency to support comprehension.

2nd Grade

In 2nd Grade Math, students develop number sense and understand place value for numbers up to 1,000, including writing numbers in different ways, comparing numbers, and adding and subtracting up to three-digit numbers. Students also tell time to five-minute intervals, count change, use information to create tables and graphs, measure objects using standard and nonstandard units, and solve story problems. In 2nd Grade Language Arts, students read and understand fiction and nonfiction texts, exploring main and supporting ideas, characters, setting, making connections between texts, and author's purpose. Students work with word families, sight words, spelling rules, affixes, parts of speech, contractions, and punctuation marks to further fluency in reading. Students write and publish fiction and

nonfiction passages as well as learn listening and speaking skills. Science and Social Studies are integrated into the Language Arts curriculum.

3rd Grade

Language Arts, Social Studies, and Science

Reading is a huge priority in third grade, and it is done through an interactive, fun, hands-on experience. There is an emphasis on learning language skills, reading text with fluency and expression, and learning comprehension strategies. The students will read a variety of fiction and nonfiction texts, which relate to all areas of the common core curriculum. Reading comprehension strategies will be applied in all subjects, with integration of materials that reflect the Standards of Learning in science and social studies.

Math

The course focuses on four critical areas. First, the students will begin to develop an understanding of multiplication and division. They will learn these skills through activities and problems of equal-sized groups where multiplication finds an unknown product and division finds an unknown factor. The students will learn to solve multiplication and division problems involving single-digit numbers. Second, the students will begin to understand fractions, especially fractions with numerator 1. They will begin to see that fractions represent parts of a whole and that the fractional part is relative to the size of the whole. This class follows the Common Core Standards for 3rd grade mathematics. Third, the students will begin to understand area as a property used to describe two-dimensional shapes. They will learn to measure the area of a shape by counting how many identical smaller shapes can fit inside of it. Fourth, students learn to describe and compare two-dimensional shapes. They connect their knowledge of shapes to their work with fractions by describing the area of part of a shape as a fraction of the whole shape.

4th Grade

Language Arts

In fourth grade, students read skillfully with meaning and purpose using appropriate comprehension and vocabulary strategies. Students read, discuss, reflect, and respond, using evidence from text, to a wide variety of literary genres and informational text. Students write for a range of purposes, including giving an opinion, describing, telling a story, and explaining. Students will develop and demonstrate command of the conventions of standard English grammar and usage when reading, writing, speaking and listening.

Math

Instruction focuses on three critical areas. First, developing understanding and fluency with multiplication and division. Second focus is on fractions including developing an understanding of fraction equivalence, adding and subtracting like fractions, and multiplying fractions and whole numbers. Third, analyzing and classifying geometric figures based on their properties.

Science

Instructional time will focus on three critical areas. In Earth and Space science, students will focus on Earth's surface; identifying landforms and changes due to weathering, erosion, and deposition. In Physical Science, students will focus on electricity, heat, and matter; describing that the total amount of matter is conserved and energy can be transformed from one form to another. In Life science, students

will focus on Earth's living history; describing how changes in an environment affect organisms that live there and how fossils can be compared to present day organisms.

Social Studies

In fourth grade, students use their understanding of social studies concepts and skills to explore Ohio in the past and present. Students learn about the state's unique geography and key areas in early Ohio history, particularly the period leading to the Revolutionary War. They use this historical perspective to help them make sense of the state's geography, economy, and government today.

5th Grade

Language Arts

In grade 5, students will receive instruction that addresses the rigor of the new reading standards in a highly supportive way. Students will have the opportunity to develop into strong independent readers through instruction and practice with high interest, complex informational and literary texts and engage in a rigorous standard based program.

Math

Instruction time will focus on three critical areas. First, students will focus on operations with fractions, developing fluency in addition and subtraction of fractions with unlike denominators and develop understanding of multiplication and division of fractions. Second, extend understanding of division to include two-digit divisors and decimal operations. Third, students will develop an understanding of volume.

Science

Instructional time will focus on three critical areas. In Earth and Space science, students will focus on cycles and patterns in the solar system; describing the celestial bodies that orbit the sun and predictable patterns and cycles in the universe. In Physical Science, students will focus on light, sound, and motion; describing movement in objects compared to the mass and force exerted and how light and sound energy behave in predictable ways. In Life science, students will focus on interactions within ecosystems; describing the energy within ecosystems and how each organism plays a specific role in an ecosystem.

Social Studies

The Grade 5 Social Studies course covers the history of the Americas from the first Native Americans through the 21st Century. It discusses not only the historical events through these periods, but also explores the motives and mindset of the people who made them happen.

6th Grade

Language Arts

The sixth grade language arts class is a balanced literacy program in which students are challenged to improve in the areas of reading, writing, grammar, vocabulary, spelling, speaking, and listening.

Math

In the sixth grade we strive to help students to achieve their mathematical goals in all of the strands of common core standards. We focus on the number system, expressions and equations, ratios and proportional relationships, statistics and geometry. We implement strategies from the Ready Curriculum with strong focus on I-Ready instructional techniques. Students are also encouraged to continually practice and improve on their basic math facts throughout the course.

Science

In sixth grade science, we begin by exploring earth's surface and how it is ever changing through means of weathering and erosion. We continue on to learn and explore cells and organisms. We then take a very close look at how the Periodic Table of Elements plays a massive role in the world that we live in. We round out the school year with learning about plants and animals. The course is we rounded science class that touches on many basic concepts that will prepare students for more complex science in their futures.

Social Studies

In sixth grade Social Studies students study the Eastern Hemisphere (Africa, Asia, Australia, and Europe), its geographic features, early history, cultural development and economic change. Students learn about the development of river civilizations in Africa and Asia, including their governments, cultures, and economic systems. The geographic focus includes the study of contemporary regional characteristics, the movements of people, products, and ideas, and cultural diversity. Students develop their understanding of the role of consumers and the interactions of markets, and competition.

4th-6th Grade Art

The intermediate grades art course intended for students who wish to further their creative abilities using contemporary skills. Students will be challenged to improve their technical skills and artistic vision through hands-on practice, lectures and demonstrations. Students are provided with opportunities to share their artwork and work with peers to improve upon their skills. Main focus on drawing in the intermediate grades art course.

Junior High

7th Grade

Language Arts

This course is designed to help students continue to develop an appreciation of written and spoken language. We will use oral language, written language, and technology for expressive, argumentative, critical, and literary purposes. We will read a variety of literature and informational pieces, including short stories, plays, poetry, essays, articles and novels. Writing assignments will include journals, essays, critiques, and creative works. Vocabulary, spelling, and grammar will be a vital part of this class as well. The successful 7th grade language arts student will participate often in class and small group literary discussions, read and analyze passages often, listen and understand others' thoughts, write effectively and apply what he or she has learned throughout the school year.

Math

The focus of this course is to continue to build the foundation necessary for success in the study of Algebra. The instruction will concentrate on developing particular skills as defined by the Common Core Standards. This course will allow students to gain a deeper understanding of the concepts and become fluent in the application, as well as make connections between the theoretical processes and real-world applications. Students will concentrate on the following domains: integers and rational numbers, expressions, equations and inequalities, ratios and proportional relationships, percent and proportional relationships, geometry, and statistics and probability.

Science

This course provides students the opportunity to explore the concepts of earth, life, and physical science. The successful student will acquire a fundamental understanding of the major concepts outlined by the Ohio State Standards and Benchmarks. Describe how temperature and precipitation determine climatic zones, read and interpret weather maps, analyze data on the availability of fresh water that is essential for life and for most industrial and agricultural processes and the understanding of global warming. The students will investigate how organisms or populations may interact with one another through symbiotic relationships and how some species have become so adapted to each other that neither could survive without the other. Students will also acquire knowledge of physical science with concepts of how an object can have potential energy due to its position or chemical composition and can have kinetic energy due to its motion, how matter can change forms, and trace energy transformation in a simple closed system. Students will acquire the knowledge of the atmosphere and how the moon, earth and planets move and their different characteristics. Upon successful completion of this course, students should be able to conduct investigations and apply mathematical skills in analyzing variables of data using basic scientific inquiry skills.

Social Studies

This course provides students the opportunity to explore and study the era from 750 BC Ancient Greece to AD 1600 the First Global Age. This course provides the students with the opportunity to explore historical thinking, features of civilization, feudalism and transitions, the First Global Age linking major regions of the world leading to economic, political, cultural, and religious transformations, Geography: accessing, reading, interpreting and creating maps and other geographic representations for tools of analysis, Studying geographic factors that promote or impede movement and products, and learning the roles and systems of government and how individuals can influence their government.

Writing

This course is designed to help students improve their writing skills and begin writing at a higher level. We will use a variety of informational texts, workshops, and approaches to writing to encourage students to write effectively and regularly. Proper use of grade seven grammar, spelling, punctuation and capitalization will be important parts of this course as well. The successful seventh grade writing student will be able to write detailed and effective pieces that fully develop arguments, provide and expand on researched information, and write narratives with a complete plot while using grade appropriate grammar, usage and mechanics.

8th Grade

Language Arts

Eighth Grade Language Arts is designed to involve the student in applying reading, writing, listening, speaking, and viewing skills in through meaningful tasks. Students will continue to develop an appreciation for literature through the study of literary elements in classic and contemporary selections. Emphasis is placed on moving from the literal to the abstract in the students' critical thinking skills and in the use of language.

Math

The focus of this course is to continue to build the foundation necessary for success in the study of Algebra. The instruction will concentrate on developing particular skills as defined by the Common Core Standards. This course will allow students to gain a deeper understanding of the concepts and become fluent in the application, as well as make connections between the theoretical processes and real-world applications. The instruction will concentrate on the following common core domains: the number system, expressions and equations, functions, geometry principles as applied in Algebra, and an introduction to bivariate statistics.

Science

This course provides students the opportunity to explore the concepts of earth, life, and physical science. The successful student will acquire a fundamental understanding of the major concepts outlined by the Ohio State Standards and Benchmarks. Curriculum includes: Forces, Earth's Interior, The Theory of Plate Tectonics, Formation of Earth's Surface, Geologic History, Diversity, Reproduction, Heredity, Energy and forces. Students will complete an end of the year Project. Upon successful completion of this course, students should be able to conduct investigations and apply mathematical skills in analyzing variables of data using basic scientific inquiry skills.

Social Studies

This course provides students the opportunity to explore and study the era from 1492 through 1877 the Reconstruction. This course provides the students with the opportunity to explore historical thinking, colonization to independence, a new nation, expansion of territory, Civil War and Reconstruction.

Geography: accessing, reading, interpreting and creating maps and other geographic representations for tools of analysis, Studying geographic factors that promote or impede movement and products, and learning the roles and systems of government and how individuals can influence their government.

Writing

Eighth Grade Writing is designed to involve the student in applying reading, writing, listening, speaking, and viewing skills in through meaningful tasks in narrative, expository/informative, and persuasive kinds of writing. Students will write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences. All students will also work towards publishing as many of their final drafts based on their passion, writing ability and fulfillment of project guidelines. Students across all levels will be working on vocabulary and grammar concepts based on their initial skills assessment. Writing is a key means of asserting and defending claims, showing what they know about a subject, and conveying what they have experienced, imagined, thought, and felt. To be college and career ready writers, students must take task, purpose, and audience into careful consideration, choosing words, information, structures, and formats deliberately.

Junior High Electives

Spanish

This elective course, meeting for 1 quarter, is designed to teach students basic pronunciation of the Spanish alphabet as well as commonly used vocabulary words. This course focuses on the acquisition of vocabulary for everyday items and while there is a focus on all four language skills: listening, speaking, reading and writing, the overall focus is on specific topics that the students can identify with. Culture is also introduced along with the vocabulary and students reinforce the learning through the use of media, games, adapted readings and class discussions. Students are assessed primarily through participation in class and group activities. There are unit quizzes as well to measure student progress. Active participation is required for a student to progress in the course.

Computers

This course is offered to Junior High students for a nine week course. Topics explored include: Microsoft Office suite (Word, Excel, PowerPoint), Google Apps, Screen-casto-matic, searching the web, animation/graphics, new trends in technology.

Art

Two- and three-dimensional art productions are included in this course. Students will explore visual expression through a wide range of materials, media, and dimensional formats. A concentration on the principles and elements of design, incorporated with art history, will be integrated into various art projects. The successful student will be able to identify the basic language of art, including the art elements and art

principles. Each student will be challenged to create meaningful artworks that are relevant to their world, expressing themselves through visual means.

Developments in Science

This course is an elective. In this course we will discuss several developments that have helped improve our lives and the world of science. Topics include but are not limited to the following: Home technology, computers, space explorations, hunting and fishing, farming, robotics, medicine, transportation, etc.

High School

Language Arts

English I

In this class, we will focus on writing both brief and longer argumentative, informative, and explanatory pieces which include very specific details and follow the prescribed format; we also will practice and perfect citing evidence from the texts students will read; we will spend a good bit of time analyzing the author's ideas, point of view, and choice of words and use that analysis to synthesize information from various related texts.

English II

This class prepares students with the skills and knowledge needed to be successful in a high school English II course. Students will acquire a fundamental understanding of the major concepts outlined by the State Standards and Benchmarks.

Within the course, students will read various pieces of literature, including short stories, plays, poetry, etc. The students will also read Shakespeare's Julius Caesar. The students will be expected to write short responses, as well as longer essays throughout the course. The students will also review grammatical functions and rules.

English III

English III is an American Literature course. It will focus on the development of the American writer and writing styles that influenced and were began by American writers. Students will also study and practice various modes of writing. Grammar will be addressed with the individual student through writing assignments to accommodate individual weaknesses. Students will acquire a fundamental understanding of the major concepts outlined by the State Standards and Benchmarks. Successful completion of English II is required before enrollment in English III.

English IV

English IV is a course in British Literature. The successful student will gain an understanding for the history and contributions of British literature. The student will be able to analyze and apply the elements of various literary periods and recognize these elements of literature throughout the course as the influence is applied in other time periods. The successful student will be able to apply the concepts learned to the world of literature as a whole. Writing elements of the course include both formal and informal writing. The major writing project consists of a literary analysis.

Everyday Grammar

Everyday Grammar focuses on applying and reinforcing grammar rules to common grammar mistakes. This course is geared toward the grammar enthusiast as well as the student who wants to improve his/her grammar usage. Everyday Grammar focuses on a variety of topics including agreement issues, verb tense consistency and commonly confused verbs. The goal of this course is to make students aware of their grammar mistakes, and to strive to reinforce and correct grammar usage in writing and speaking.

Short Stories

The successful student will develop an appreciation for the short story genre. Students will be able to analyze the features of the short story including setting, characters, plot, action, conflict, and resolution. Students will also learn to read and write critically about texts.

Science Fiction

The course will focus on detective and mystery writing and science fiction. Some of the most well-known and respected stories of these genres will be studied. Several literary terms and techniques will be studied and applied to the texts. The texts used for this course are *The Best American Mystery Stories of the Century* and *Holt Anthology of Science Fiction*. Through the study of works of authors such as Flannery O'Connor, Stephen King, and John Steinbeck, students will gain an understanding and appreciation of these genres. Students will learn how stories of this genre are developed, why they appeal to so many readers and what characteristics they share. Interesting side notes about the authors, some "secrets" behind the stories, and facts about the exploration of these genres are also included. The course ends with students reading the Robert Louis Stevenson novel *The Strange Case of Mr. Jekyll and Mrs. Hyde*.

Mythology

Mythology will focus on Greek, Roman, and Norse mythology. It is an English elective course. Students will acquire a fundamental understanding of the major concepts outlined by the State Standards and Benchmarks. Successful completion of English 1 and 2 is required before enrollment in Mythology.

Math

Algebra I

The successful student will be challenged by new concepts that require graphing, problem analysis, equation solving, and investigating properties of functions. S/he will demonstrate these skills in the following main areas: Linear, Quadratic, Exponential Models, and Data Analysis. The student will gain facility in applying math in the context of word problems and real-life situations. Abstract problem solving will also be addressed, including rigorous procedures which will be modeled within the course.

Geometry

In our Geometry class, we will be exploring definitions, postulates, and theorems. Some areas that will be covered are angles, parallel and perpendicular lines, similarity, transformation, area, volume, and probability. We will also be discussing triangles, polygons, quadrilateral, and circles. Proofs will be introduced and students will be able to explore reasoning to assist them with solving math problems.

Algebra II

This course explores the properties of algebraic functions and equations. It concentrates on Linear, Quadratic, Polynomial, Exponential, logarithmic, and radical functions and equations. Special attention is given to concepts encountered on state graduation tests, college entrance exams, and preparation for higher mathematics.

12th Grade Math

This math course will cover many of the fundamentals for Geometry and Algebra. If students will be retaking End-of-Year exams, this will help them to prepare for their test. We will also review for SAT/ACT tests and discussing how mathematics can be helpful after graduation.

Applied Math

The successful student will be challenged by old and new concepts that require basic number computation, graphing, problem analysis, and equation solving. These will be limited to basic real-world application. Some of the related disciplines addressed are opportunity cost, banking, cooking, building, and shopping. The course will recognize the various levels of those enrolled, and will accommodate to allow corresponding growth in his/her basic math skills with increased ability to apply them in real life.

Pre-Calculus

PreCalculus is designed to reinforce and continue concepts in Algebra II, and to prepare students for the algebra, trigonometry, and functions studied in Calculus. The student will gain new experience evaluating, simplifying, or solving the following: trigonometric identities, vectors, conic rotations; the student will study functions including quadratic, polynomial, rational, exponential, and especially trigonometric functions. The student will address the above concepts in the context of graphs, real-life situations, and abstract problem solving.

Statistics

Statistics is designed to give students a preparatory understanding of data analysis and probability in order to study it more in depth at the college level. The student will gain new experience describing data using different levels of measurement, evaluating samples to describe elements of the population, displaying characteristics of data graphically, interpreting data plots, applying probability techniques, describing a population using the standard normal curve. The student will address the above concepts in the context of real-life situations, and abstract problem solving.

Science

Physical Science

Physical Science is a 9th grade science course that investigates matter and energy. Physical Science is a combination of three branches of science- Physics, Chemistry, and Astronomy. Physics is the study of the relationship between matter and energy. Chemistry is the study of the properties, composition, structure, and interactions of matter. Astronomy is the study of creation of matter, space, and the physical universe. Students will be introduced to the processes involved in the scientific method and applications to other sciences, technology, engineering, and math.

Biology

This course represents the traditional approach to the study of biology with particular emphasis on characteristics and structures of life, heredity, the diversity & interdependence of life, evolutionary theory & the historical development of scientific theories. Students utilize the scientific method through virtual labs, projects, and presentations to explore the subject of Biology and to grow as scientifically literate individuals.

Environmental Science

The goal of the Environmental Science course is to provide students with the scientific principles, concepts, and methodologies required to understand the interrelationships of the natural world, to identify and analyze environmental problems both natural and human-made, to evaluate the relative risks associated with these problems, and to examine alternative solutions for resolving and/or preventing them.

Biology II

Biology 2 is a continuation of the concepts covered in Biology 1. Biology 2 focuses on taxonomy, the classification of organisms in an ordered system that indicates natural relationships, through virtual laboratory projects, current events, and interactive instruction. Topics covered include Bacteria, Viruses, Protists, Fungi, Plants, Invertebrates, and Vertebrates.

Forensic Science

Forensic science is an introduction to the application of scientific methods for the examination of physical evidence in the criminal justice system; an overview of the forensic analysis of firearms, fingerprints, drugs, blood, hair, fibers, paint, glass, arson debris, etc.

Human Anatomy

Human Anatomy is an 11th-12th grade honors science course that investigates the structure and function of the human body. Topics covered will include the basic organization of the body; biochemical composition; and major body systems along with the impact of diseases on certain systems. Students will engage in many topics and competencies related to truly understanding the structure and function of the human body. Students will also participate in laboratory and research-based projects dealing with various components of human anatomy.

Social Studies

World History

World History is an in-depth study of our global community's past, emphasizing the people and events that changed past societies, and how these changes affect our modern society. This course examines world events, decisions, outcomes, and relationships ranging from the year 1600 to the present. It explores the impact of the democratic and industrial revolutions, the forces that led to world domination by the European powers, the wars that changed empires, and the ideas that led to independence movements and globalization. The course will illuminate connections between our lives and those of our ancestors around the world. Students will uncover patterns of behavior, identify historical trends and themes, explore historical movements and concepts, and test theories.

American History

This course examines the history of the United States of America from 1877 to the present. The federal republic has withstood challenges to its national security and expanded the rights and roles of its citizens. The episodes of its past have shaped the nature of the country today and prepared it to attend to the challenges of tomorrow. Understanding how these events came to pass and their meaning for today's citizens is the purpose of this course. The concepts of historical thinking introduced in earlier grades continue to build with students locating and analyzing primary and secondary sources from multiple perspectives to draw conclusions. This course is the study of the key events, people, and themes of American History from the Reconstruction Era to the present. In addition to major areas of focus include: the Progressive Era, World War I, the Great Depression, World War II, and the Cold War, students will understand how themes in American history continue to impact our world and their lives today.

American Government

The successful student will gain an understanding of, and an appreciation for, the many facets of government and citizen participation in the United States. The US Constitution, and other founding documents such as the Declaration of Independence will be studied and reflected extensively. Further, the historic development of the government and its functions at the national, state and local levels will be studied and considered. The student will gain an understanding of how government functions both in theory and in reality.

World Wars

The successful student will study the causes, the courses, and the implications of the World Wars, two of greatest and most impactful events of twentieth century. We will cover most of the geographic areas involved, the major diplomatic, political and military events, and some of the key figures of the wars. This course will consider events 19th century to the present, specifically focusing on the causes and continuing outcomes of the World Wars, with an emphasis on the events of years 1914-1945. World War I was a momentous event that resulted not only in the death of millions of soldiers and civilians but also in the political collapse of European empires and the beginning of the rise of America as a world power. The tumultuous years between the wars will be examined, specifically as they relate to the Versailles Treaty, the rise of extremist politics, and the Great Depression. Our study of World War II will bring to life for the students the greatest conflict in human history. This is not to be missed.

Human Civilization

Human Civilizations A Semester 1

This course will look at human activity from prehistoric times to the development of agriculture and permanent settlements and the development of early civilizations in the Near East, Egypt, India, and East Asia. It will segue into the more familiar and historic Mediterranean civilizations, and those of ancient, historic India, Persia, China, and Japan and Africa. Finally it will anticipate the expansion and interaction that leads more recent history. Students will learn methods employed by historians, archaeologists, and anthropologists in interpreting the human past.

Human Civilizations B Semester 2

This course will start examine the various cultures and civilizations of the world in the last 2500 years. It will be broadly focused, and will include opportunities for individual students to conduct a personal investigation of a historic culture of particular interest to them in this time span. Students will learn by employing techniques of historians, anthropologists, archaeologists, and other social scientists and professions.

Civics

Civics is the study of citizenship and government. This one-semester course provides students with a basic understanding of civic life, politics, and government, and a short history of government's foundation and development in this country. Students learn how power and responsibility are shared and limited by government, the impact American politics has on world affairs, the place of law in the American constitutional system, and which rights the American government guarantees its citizens. Throughout the course we will focus on how the people play an active role in government and the importance each citizen contributes to society.

Pop Culture Through the Decades

This course works to identify, discuss, and analyze the following: themes, trends, concepts, and societal norms and behaviors associated with decades starting from the Prohibition Era and working towards the new millennium. The course will cover many facets of popular culture from all forms of media, to sports, fashion, and the influence of technology. Students will learn to situate popular culture within its social, historical, political, and economic contexts and their personal lives. This course studies American pop culture in regards to the following items: development and characteristics, its role in shaping our individual lives and key social institutions; and its broad effects on our globalizing world.

1960's America

This course will focus on the following themes: compromise and interconnection, cold war content, redefining equality, challenging power, and transformations. Students will leave this course versed in the cultures, sites, and issues that defined the 1960's. This period of post-war prosperity allowed the United States to undergo fundamental social change. Adding to this change was an emphasis on scientific inquiry, the shift from an industrial to a technological/service economy, the impact of mass media, the phenomenon of suburban and Sun Belt migrations, and the expansion of civil rights.

Geography

We live in a world where one needs to understand the physical and cultural characteristics of earth as well as the forces that connect and bind them together. Simply put, studying geography helps us make sense of the world and its different people, places, and regions. This course focuses on the ways through which all places on Earth are interconnected. We begin with an exploration of global flows, and then we'll take a scholarly tour of the world, with stops in Africa, the Middle East, Europe, Asia and the Americas. Along the way we'll systematically investigate major geographical themes such as population dynamics and migration, agricultural change, human-environment interactions, health and disease, economic change and development, urbanization, and cultural shifts.

Personal Finance

Personal Finance is a course that will go over all aspect of financial planning. This will include daily, short term, and long term needs. Some of the topics that will be covered will be budgeting, banking, retirement, insurances, and where to find help. Everything covered can be applied to your life today.

Current Events

What is happening today? This course will cover the major events that are taking place in our world right now. This will range from natural disasters and sports to our government (including our President) and world events like North Korea. We will look at these event from a historical perspective as well as how it affects the world today.

History of Rock N Roll

Do you like music? Where did it start? Who are the big rock stars? In this course we will do an overview of Rock and Roll from when/where did it start and how it changed through the years. Then we will take a closer look at the big names like The Beatles, Elvis Presley, Michael Jackson, Jimi Hendrix, and Chuck Berry.

Psychology

How does the mind work? Why do things look one way but are really a different way? Psychology has many different aspect to it. We will look at some of the major founders of psychology like Sigmund Freud, look at how our perception and senses can actually fool our brain, and even what type of careers there are in psychology.

Sociology

This course illustrates how the groups, or social structures, that one belongs to have a profound influence on the way you think, feel, and act. Sociology looks at groups rather than individuals. Major themes include deviance and social control, inequalities of gender and age, family and marriage, and social issues surrounding modern sport.

Greece and Rome

This course will survey the Greco-Roman world from the Greek Bronze Age to the development of medieval Roman successor states in Western Europe, Byzantium, and the Islamic world of the 8th century CE. Particular attention will be paid to major political developments, transformations in society, and cultural change and inheritance. Connections between our modern world and this bygone era will be emphasized.

Electives

Spanish I

This introductory course is designed for students with little or no previous study of Spanish. Some students in class might have studied Spanish in middle school, but have not grasped some of the important structures of the language. This course teaches basic language patterns and vocabulary. Repetition and comprehensible input are important components of this course. Focus is on all four language skills listening, speaking, reading and writing. Culture is an integral part of the course and is introduced through the use of media, games, adapted readings and class discussions. Students are assessed by written tests and quizzes, as well as through participation in class and group activities. Homework assignments are an important part of this course as they reinforce concepts/skills introduced and explored in class. Active participation is required for a student to progress in the course.

Spanish II

Students continue to further develop and improve listening, speaking, reading and writing skills in the Spanish 2 course. Significant emphasis is placed on comprehension of Spanish through reading and writing in the target language. Spanish language and culture are introduced through the use of media, games, and adapted readings as well as through small or large group discussions. In addition to written/oral tests and quizzes, students are assessed using a variety of formats: oral dialogues, presentations, written compositions and other means. Continuous effort to use the target language is very important for progression in the class. Active participation is a highly encouraged!

Spanish III

Students continue to develop and increase their language acquisition in Spanish through the study of language structures in cultural and historical contexts. Students will learn to use all moods of Spanish and most of the verb tenses by the end of the course. Students will be engaged in a study of language structures and vocabulary through reading, listening, speaking, and writing activities. Contemporary Spanish and Hispanic cultures are emphasized in this class through primary sources and realia. Students will be assessed using a variety of methods including: oral and written tests and quizzes, classroom discussions and interactive activities, oral/aural assignments, presentations, dialogues, and short compositions.

Spanish IV

Spanish IV allows students the opportunity to further develop, improve and refine their listening, speaking, reading and writing skills. Emphasis is placed on reading and writing in the target language in preparation for class discussions. Students are given multiple opportunities to demonstrate their proficiency in Spanish in a variety of contexts that are tied to the history, geography, and culture of the countries where Spanish is spoken. Assessment of student performance is primarily through written tests and quizzes. However, students may be assessed by means of oral tests, spoken dialogues, presentations, and short compositions. Homework assignments are an integral part of this course as they reinforce concepts/skills introduced and explored in class.

Health

This focus of this course is to improve student's awareness of the importance of conducting a healthy lifestyle. The successful student will understand and apply concepts related, but not limited to: Personal Health, Mental Health, Social Health, Wellness, Nutrition, Drug Awareness, Stress, Physical Fitness, Alcohol, Tobacco, Diseases, etc.

Creative Dance

This focus of this course is to improve student's awareness of the importance of conducting a healthy lifestyle using dance. The successful student will understand and apply concepts related, but not limited to: A. Understand the ways in which dance is a meaningful expression of culture in past and present societies. B. Inquire about and reflect on the significance and value of dance in their lives and society. C. Create, interpret and perform dances to demonstrate understanding of choreographic principles, processes and structures. D. Express orally and in writing their interpretations and evaluations of dances they observe and perform. E. Create dances that connect to and are inspired by interdisciplinary content. F. Present points of view about dance and respond thoughtfully to the viewpoints of others. G. Understand the ways in which technological, financial and human resources impact the creation and performance of dance.

Lifetime Physical Education

This focus of this course is to improve student's awareness of the importance of conducting a healthy lifestyle. Topics include : A physically literate individual applies knowledge of concepts, principles, strategies and tactics related to movement and performance. A physically literate individual demonstrates the knowledge and skills to achieve and maintain a health-enhancing level of physical activity and fitness. A physically literate individual exhibits responsible, personal and social behavior that respects self and others. A physically literate individual recognizes the value of physical activity for health, enjoyment, challenge, self-expression and/or social interaction.

Google Apps

Students in this course will learn about the following Google tools: gmail, tasks, calendars, groups, hangouts, drive, docs, sheets, slides, forms, creating and managing a google site and site composition, Google photos, chrome, and add ons.

Intro to Microsoft Office

This is an introductory course where students will become familiar with Microsoft Word, Excel, and PowerPoint. Students will apply the following programs to create the following: a flyer, a brochure, spreadsheets with formulas and charts, and interactive PowerPoint presentations. This course will also give the students an insight to computer terminology and how to create projects to solve particular business-like situations. We also collaborate in Microsoft Office online with free accounts.

Advanced Microsoft Office

This course can be a part 2 for Intro to Office. The student will learn more depth knowledge about Word, Excel, and PowerPoint programs. Some of the projects include creating: Creating a business letter with letterhead and watermark, mail merge, creating a budget with charts and real time stocks, creating interactive PowerPoints with media. We also collaborate in Microsoft Office online with free accounts.

Study Skills

The purpose of the Study Skills course is to acquire the necessary skills needed to succeed in academics and in life. This course is designed to reinforce and build upon a student's previously learned organizational, test preparation, and comprehension skills. Specific goals and objectives for each student are integrated into the framework of this class. Students will have an emphasis on the topics such as time management, motivation, test preparation, note taking, and improving study habits.

Career Explorations

This course will explore career options, and allow students to make connections between the coursework and the world of work. Students will identify their goals, values, skills, interests, and abilities in order to make appropriate career and educational choices. Next, students will learn valuable skills that will prepare them for future employment such as resume writing and preparing for a job interview. Students will set goals, and discover educational options that will prepare them for their future career.

Art History

Art History focuses on the chronological periods of art, from early cave drawings to modern styles. The successful students will be able to identify artworks and the characteristics of specific periods of art. Students will connect artworks to historical events and understand the unique cultures from which they were created. Students will understand and apply vocabulary terms used in the world of art. Students will analyze the significance of art as communication throughout civilization. In addition, each student will be able to demonstrate their ability to effectively critique artworks.

Beginning Art

Beginning Art is designed to provide a foundation and the development of an awareness and appreciation of the visual experience and of the limitless possibilities for making things of beauty and delight. Emphasis is placed on understanding the Elements of Art and Principles of Design as a basis for composition. Students will explore a variety of artists, art processes, styles, history and materials such as drawing, tempera paint, watercolor, pen, marker, two & three-dimensional design, digital art by giving them the opportunity to grasp a basic understanding of the art world. Student artwork will reflect aesthetics, cultural and historical contexts. Willingness to get involved in the creative process is a more important requirement than the student's talent or previous experience.

Graphic Design

This course will provide students with a foundation in design basics and will introduce students to the field of graphic design. Students will explore the history of graphic design, learn about famous graphic designers, see how the tools and technology used by designers have evolved, and discover how designers use the elements and principles of art and design to create successful pieces. The course introduces typography and demonstrates how to creatively use type. The course also shows how to work with different types of layouts, work with a grid system, and work with advanced design concepts, such as minimalism. Students will explore the design process, which includes creativity, planning, visualizing, and constructing images, through many different projects in which students create logos, business cards, letterheads, envelopes, mailers, flyers, posters, brochures, magazine layouts, and package designs. The course also covers concepts such as branding and advertising, while delving into the printing process, so that students can see how design projects are completed, from start to finish. Finally, students will explore non-print design work such as web design and multimedia. Students will also look at various jobs in graphic design and steps they can take, such as internships, networking, and creating a portfolio and resume, to gain a successful career as a graphic designer.

Housing Decisions

In this course students will become familiar with basic housing and all the different ways we can live today. We explore the new popular looks in a home and how to decorate an apartment or condo. There are "mini projects" where the student look for an apartment to rent and list the amenities and then create a comparison from two local units. Another project is where they choose a Dream Home, upload the picture, list the features, and give a brief paragraph of what they like in the Dream Home they chose. They will learn the terminology regarding homes from buying homes, to basic structures that are interior and exterior amenities. Also, we incorporate an internet article to go with a subject area from the Power Point lessons.

Foods and Nutrition

In this course students will become familiar with basic nutrition facts. They will learn what foods to incorporate into their diet in order to maintain a healthy lifestyle and to keep certain food items minimal in their diet. In one of their assignments they will write out a daily meal plan for one day that includes the 5 basic food groups. They will be instructed regarding healthy eating habits as they complete a "3 Day Chart" tracking what they eat. Recent article are applied with the subject area from various Power Point lessons.

Parenting and Child Development

In this course students will become familiar with how a child forms in the womb from the first stages of pregnancy to birth. Followed by the next stage of life including infancy through the childhood years. We deal with each stage of development is via the Power Point lessons. The theorists on child development are discussed along with what each one poses to be their key point. We then discuss recent articles about parenting and child development and how they might be applied.

Teen and Family Living

In this course students will learn about the many issues that teenagers face. The course discusses how a family deals with the teen years. We also learn how to deal with issues and how we might build strong family and friend bonds. We research recent articles about teenagers and how those experiences affect their lives.

Clothing and Textiles

In this course students will learn about the terminology of clothing and textiles along with the processes of how clothes are made. Fashion and design are also studied in the course. The students design a complete outfit using pictures. They also learn how to choose clothing styles that accent their body shape. We discuss what is involved in being a business owner and the many aspects of running a business. We also research recent articles about clothing and the fashion world.



Earning an Ohio High School Diploma

Class of 2018

As a student who entered grade 9 between July 1, 2014, and June 30, 2015, you have multiple pathways to earn a high school diploma so that you can move on to your next steps in education or a career.

- You must complete and earn a state minimum of 20 credits in specific subjects. Additionally, you also must receive instruction in economics and financial literacy and complete at least two semesters of fine arts. Your district may have more graduation requirements. Your school counselor has this information.

- You must demonstrate what you have learned. There are three pathways in Ohio law.

1. Ohio's State Tests

Earn 18 out of 35 points on seven end-of-course state tests. You can earn up to five points on each test. You need a minimum of four points in math, four points in English language arts and six points across science and social studies.

2. Industry-recognized credential and score on workforce readiness test

Earn an industry-recognized credential or a group of credentials totaling 12 points and earn the required score on the WorkKeys test. Ohio pays for you to take the test one time. Some districts offer the Senior Only program through which you can earn credentials in one school year.

3. College and career readiness tests

Earn remediation-free scores* in math and English language arts on the ACT or SAT. Your district chooses either the ACT or SAT. You will take a one-time statewide spring test in grade 11 for free.

*Ohio's university presidents set these scores, which are subject to change.

- If you do not meet any of the above three pathways, Ohio law provides you two additional options to earn a high school diploma. The reverse side of this fact sheet explains them.

Find more details about graduating in June 2018 at education.ohio.gov. Click on the home page banner for graduation and locate the box for the class of 2018.



Additional options to earn a high school diploma for the class of 2018 only

In July 2017, a budget bill authorized two additional options only for students in the class of 2018 who entered grade 9 between July 1, 2014, and June 30, 2015. These options are available for those who do not otherwise meet one of the three pathways to graduate and earn a diploma.

Option 1

You must take and pass courses that are your curriculum requirements and take all seven end-of-course exams. If you receive a score of "1" or "2" on any math or English language arts test, you must retake the test at least once.

Additionally, you must meet at least two of the below requirements:

- Attendance rate of 93 percent during the 12th grade year;
- Earn a GPA of 2.5 on a 4.0 scale in all courses completed during 12th grade (must complete at least four full-year courses);
- Complete a capstone project during 12th grade that the district or school defines;
- During 12th grade, complete a work or community service experience totaling 120 hours that the district or school defines;
- Earn three or more College Credit Plus credits at any time during high school;
- Earn credit for an Advanced Placement or International Baccalaureate course and earn an AP exam score of 3 or higher or IB exam score of 4 or higher at any time during high school;
- Earn a WorkKeys exam score of 3 or higher on each of three test sections;
- Earn a State Board-approved industry-recognized credential or credentials that equal at least three points;
- Meet OhioMeansJobs Readiness Seal requirements (under development).

Find more details about graduating in June 2018 at education.ohio.gov. Click on the home page banner for graduation and locate the box for the class of 2018.

Option 2

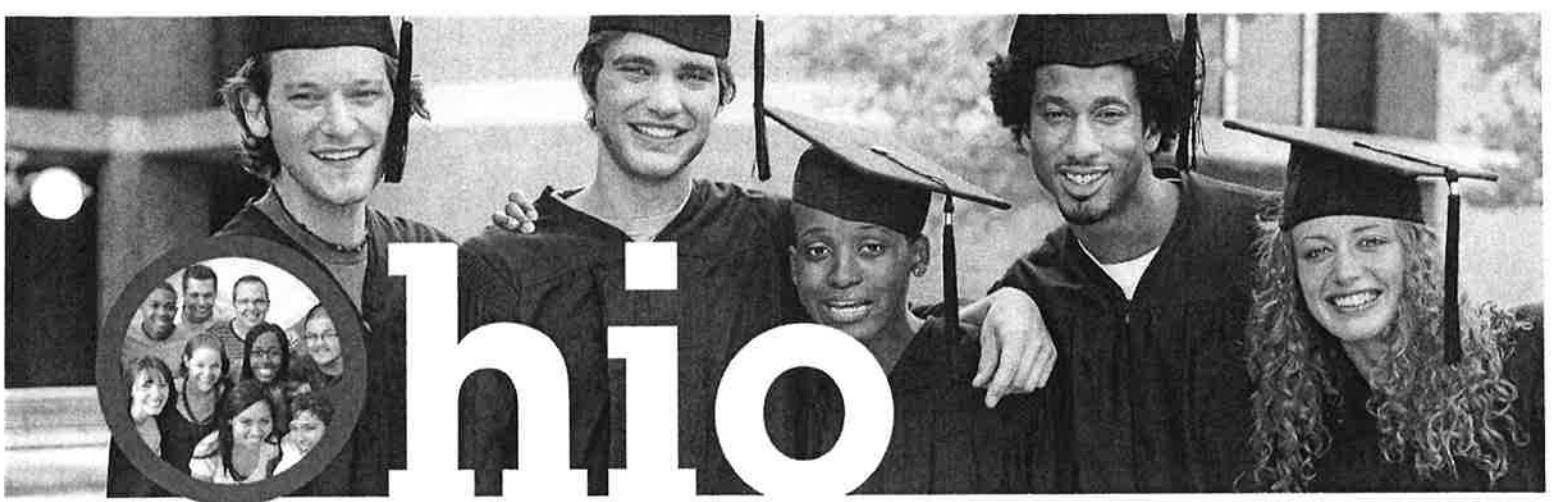
If you are a student in a career-technical program, you must take and pass courses that are your curriculum requirements, take all seven end-of-course tests and finish a career-technical program that includes at least four courses in a single career pathway.

And you must complete at least one of the options below:

- Earn a total score of proficient or better based on all career-technical exams or test modules;
- Earn an industry-recognized credential or credentials that equal 12 points;
- Complete a workplace experience totaling 250 hours with evidence of positive evaluations.



Talk to your school counselor early in the school year about your path to graduation and your future success.



Earning an Ohio High School Diploma

Graduation Requirements

There is no one-size-fits-all way to graduate. Ohio gives you several pathways to qualify for a high school diploma. Choose the way that works best for you!

To earn a high school diploma in Ohio, you must complete the courses shown below and then choose a pathway on the right to show that you are ready for college or a job. Here's what you need to do to graduate. Your school counselor will give you more details.

Complete Courses

Take and earn a state minimum of 20 credits in specific subjects.

English language arts	4 credits
Health	½ credit
Mathematics	4 credits
Physical education	½ credit
Science	3 credits
Social studies	3 credits
Electives	5 credits

and

Show That You Are Ready

Use at least one pathway to show that you are ready for college or a job.

Ohio's State Tests

Earn at least 18 points on seven end-of-course state tests. End-of-course tests are:

Algebra I or Integrated Math I	English I
Geometry or Integrated Math II	English II
American Government	Biology
American History	

Each test score earns you up to five graduation points. You must have a minimum of four points in math, four points in English and six points across science and social studies. Your school and district receive grades on the Ohio School Report Cards for all students' scores *and participation* on state tests.

Industry credential and workforce readiness

Earn a minimum of 12 points by receiving a State Board of Education-approved, industry-recognized credential or group of credentials in a single career field and earn the required score on WorkKeys, a work-readiness test. The state of Ohio will pay one time for you to take the WorkKeys test.

College and career readiness tests

Earn remediation-free scores in mathematics and English language arts on either the ACT or SAT.

The Ohio Department of Higher Education works with Ohio's universities to set the remediation-free scores for the ACT and SAT tests. Periodically, for a variety of reasons, these scores may be adjusted. For all high school juniors, the remediation-free scores set by Feb. 1 of their junior year will be used to meet their graduation requirement. The most up-to-date information regarding remediation-free scores can be found on the Department's graduation requirements webpage.

Other Requirements

You also must receive instruction in economics and financial literacy and complete at least two semesters of fine arts. Your district may require more than 20 credits to graduate.

More information about graduation pathways is at education.ohio.gov, search *graduation requirements*. Then, talk to your school counselor.

August 2017

National Honor Society

The National Honor Society chapter of the Buckeye Online School for Success is a duly chartered and affiliated chapter of this prestigious national organization. Membership is open to those students who meet the required standards in four areas of evaluation: scholarship, leadership, service, and character. Standards for selection are established by the national office of NHS and have been revised to meet our local chapter needs. Students are selected to be members by a 5-member Faculty Council, appointed by the principal, which this honor upon qualified students on behalf of the faculty of our school each October.

Students in the 11th or 12th grades are eligible for membership. A student must be enrolled for a minimum of one full semester before he or she becomes eligible. For the scholarship criterion, a student must have a cumulative GPA of 3.5 or better on a 4.0 scale with no rounding and have completed English I, English II, American History, Algebra I, Physical Science, and Biology. Those students who meet this criterion are invited to complete a Student Activity Information Form that provides the Faculty Council with information regarding the candidate's leadership and service. A history of leadership experiences and participation in school or community service is also required.

To evaluate a candidate's character, the Faculty Council uses three forms of input. First, school disciplinary records are reviewed. Second, members of the faculty are solicited for input regarding their professional reflections on a candidate's service activities, character, and leadership. Third, a candidate will be asked to submit two letters of recommendation from non-family members attesting to the candidate's character. These forms and the Student Activity Information Forms are carefully reviewed by the Faculty Council to determine membership. A majority vote of the Council is necessary for selection. Candidates are notified regarding selection or non-selection according to a predetermined schedule.

Following notification, a formal induction ceremony is held in Columbus, Ohio, at a central location, to recognize all the newly selected members. Once inducted, new members are required to maintain the same level of performance (or better) in all four criteria that led to their selection. This obligation includes regular attendance at chapter meetings held twice a month during the school year, and participation in the chapter service project(s). Students or parents who have questions regarding the selection process or membership obligations can contact the chapter advisor, Jeannette Bailey, via email at jbailey@go2boss.com or by phone at 866-642-9237 ext. 1305.

Student Clubs

Students are encouraged to participate in any and all clubs at BOSS. This is a great way to build friendships and explore areas of interest outside of the basic academics. BOSS offers the following clubs:

Student Senate
Photography Club
Culinary Arts Club
Foreign Language Club
Board Game Club
Contagious Intelligence Club
Power of the Pen

District Assessments

i-Ready

i-Ready is a district assessment that is used to assess student knowledge and understanding of general concepts in reading and math. This assessment is administered four times each school year. It is mandatory that all students participate in i-Ready assessments and try their best. The school utilizes the results and student data to make informed instructional decisions both school-wide and in the classroom. The teachers will assign these assessments during their class sessions or through the homeroom sessions.

Supplemental Programs

BOSS supports and encourages a variety of programs to supplement the daily curriculum options. Programs such as RazKids, Learning A to Z, Math XL, Spelling City, Lexia, BrainPop, i-Ready instruction, touch math, along with many teacher created supplements are used in the day to day instruction. BOSS feels that every child learns in his or her unique way and a variety of resources helps our instructional staff differentiate to meet all needs within the classroom.

Non-Academic Opportunities

BOSS believes in a well rounded education for all of our students. Therefore, we offer several non-academic opportunities for our students and families to engage in throughout the year. Some examples of these include, Field trips, NHS High School Dance, Book it!, Read Across America, Middle School Science Fair, Trunk or Treat community event, Edupalooza Back to School Fair, Movie Day, contests, and much more.



Can I Participate?

If you are a student in grades 7-12 you can apply for College Credit Plus admission to a public or participating private college. The college will admit you based on your college-readiness in one or more subject areas. Your school counselor can help you understand your options, deadlines, and how to proceed. You may not participate in the College Credit Plus program beyond your anticipated high school graduation date.



How Can College Credit Plus Benefit Me?

College Credit Plus provides more options for you to pursue rigorous academic coursework beyond the high school classroom. Under College Credit Plus, you can complete your freshman year of college or more, or explore college content that interests you. Earning college credits while you're in high school can reduce your time and costs of attending college after high school.



Does College Credit Plus Differ from the Previous PSEO Program?

College Credit Plus is a student-directed program. Students and their families can explore courses offered at all Ohio public colleges and participating private colleges for possible participation in College Credit Plus. Unlike PSEO, College Credit Plus is open to students beginning in the seventh grade and districts are not permitted to restrict an otherwise qualified student's participation in any way.



How Do College Courses Earn Me High School Credit?

College Credit Plus allows high school students to earn college credit and apply that credit toward their high school graduation requirements. Successful completion of a three or more credit-hour college course will result in 1.0 Carnegie unit* earned at the high school. A two credit-hour college course will earn students 2/3 of a high school credit and a one credit-hour college course will convert to 1/3 of a high school credit.



How Are High School Graduation Requirements Affected?

High school graduation requirements will not be waived as a result of participation in College Credit Plus. You will not receive a diploma until after the course is successfully completed and the graduation requirement is met. However, you may participate in the graduation ceremony if proof is presented that you are progressing satisfactorily one week prior to graduation.



College Credit Plus (CCP) does not replace the requirements to earn a high school diploma. This includes earning 18 points or more on the graduation tests. Even if you are enrolled in college courses, you must take the end-of-course exams in English I, English II, Algebra I and Geometry. You do not have to take the end-of-course exams in Physical Science, American Government, and American History if you are enrolled in College Credit Plus courses that substitute. A CCP student's end-of-course grades in Physical Science, American Government, and American History will correspond with a point scale used for graduation requirements.



Where Can I Take College Classes?

Some college courses under College Credit Plus may be offered at your high school. You may also travel to the college where you have been admitted or enroll in one or more online courses offered by that college.

* Or comparable credit pursuant to the School's credit policy

My High School Has a Formal Arrangement With a Local College to Offer College Credit Plus. Are Those the Only Courses I Can Take?

After you are admitted to a college, you can take any courses offered by that college that you are college-ready to take. Also, each Ohio high school has developed two sample pathways – one leading to 15 credits and another to 30 credits. These should be included in your high school's course offerings. However, students have no obligation to take courses identified on a pathway or to complete a pathway. Students can take courses offered in person or online by any public or participating private college in Ohio.



Will College Credit Plus Grades Appear on My High School Transcript?

Yes. High school credit awarded for courses successfully completed under College Credit Plus will satisfy or exceed the graduation requirements and subject area requirements of the school district. Courses successfully completed under College Credit Plus must be listed by course title on the high school transcript. All College Credit Plus courses will be computed into the GPA using the same scale as Advanced Placement and International Baccalaureate courses in your district.



How Does College Credit Plus Impact Athletic Eligibility?

If you are a student athlete, you must remain eligible in accordance with the Ohio High School Athletic Association (OHSAA) bylaws. To be athletically eligible, students must be passing five, one credit courses or the equivalent per grading period with the high school and college courses combined. Most College Credit Plus courses taken during a semester will equal one Carnegie unit,* allowing students to earn more than the required five for athletic eligibility. Please check with your counselor to ensure that the course work you are taking is compliant with OHSAA.



What Are My Academic and Social Responsibilities?

You will be expected to follow the rules and regulations set by the college/university. You will also be expected to follow the rules and regulations set for high school students detailed in the student handbook. Once enrolled, you are eligible to receive advising from campus-based support services of that institution. Additionally, you will continue to have access to your school counselor and all other resources available to high school students. Participation in College Credit Plus does not guarantee you admission to college after high school. You should follow the regular undergraduate application process for whatever college you plan to attend after high school.



What Courses Are Available through College Credit Plus?

Once you are admitted to a college for College Credit Plus, you may take any course in the college's course catalogue that is not remedial or religious, and that applies toward a degree or professional certificate, in a subject area in which you are college-ready.



Who Pays for College Admission, Textbooks, Fees, and Transportation?

Students attending a public college will not be charged for tuition, books, or fees. Students attending a private college may be charged based on the particular private college and where the course is delivered, in accordance with law. Although the amount students can be charged may vary, in 2014 the maximum would have been up to \$153 per credit hour. Responsibility for transportation rests with the student. Students who qualify for the free and reduced lunch program may not have to pay any fees to a private college. Please talk with your counselor for details.




* Or comparable credit pursuant to the School's credit policy.



What If I Fail a Class?

Classes failed or withdrawn with an "F" will receive an "F" on the high school and college transcripts and will be computed into the high school and college GPA. If you do not receive a passing grade, the district may, in some instances, seek reimbursement for the amount of state funds paid to the college on your behalf for that college course. The school district may withhold grades and credits received for high school courses taken until reimbursement has been made.

Does College Credit Transfer After Graduation?



Thanks to Ohio's Transfer to Degree Guarantee, many entry-level courses earned at an Ohio public college are guaranteed to transfer to any other Ohio public college. Credits earned at private colleges, or those that you want to transfer to an out-of-state institution, will be evaluated on a case-by-case basis by the institution you are seeking to attend. Go to [HTTPS://TRANSFERCREDIT.OHIO.GOV](https://transfercredit.ohio.gov) to learn more about credit transfer among the state's public institutions of higher education. This tool allows you to find the best pathways to degree completion and launch successful careers! Earning college credit will not affect applications for financial aid/scholarships limited to entering freshmen.



Are Private School and Homeschool Students Eligible for College Credit Plus?

Yes. College Credit Plus is an opportunity available to all 7-12 grade students who are accepted into the program by a college or university within Ohio. The program operates in much the same way regardless of what high school a student attends. However, students attending a private high school and homeschool students must apply to the department of education to receive funding to underwrite their costs. *PLEASE CHECK [HTTPS://OHIOHIGHERED.ORG/CCP](https://ohiohighered.org/ccp) FOR INFORMATION, FORMS AND UPDATES.*

I Am Ready to Sign Up. What Are the Next Steps?

- Talk with your school counselor. Discuss your interest in taking college courses and how it fits in with your overall academic plan and career goals.
 - Prior to **March 1**¹, your district will provide information about the College Credit Plus program to all students in grades 7-12. An informational session will be held by **March 30**² and all colleges and universities within a 30-mile radius will be invited to attend. If you cannot attend, schedule an appointment with your school counselor.
 - By **April 1**, notify your school counselor if you intend to participate in College Credit Plus next year. After April 1, you will need permission from the school district superintendent to participate.
 - You and your family should contact colleges for information, application forms, and criteria for acceptance into College Credit Plus. Some materials are available from your high school counselor and at the college's website. You must go through the procedures established by the colleges/universities to apply to College Credit Plus and to enroll in the course(s). You may have to take a college placement test to make sure you are college-ready. A map showing all Ohio public colleges can be found here: <https://ohiohighered.org/campuses>. Ohio private colleges can be found here: <http://aicuo.edu/aboutOhioColleges.html>
- Prior to college class attendance, your high school counselor will assist you in determining a course's equivalency to a high school course(s).

Register for classes and provide a copy of your schedule to your high school counselor for review.

¹ Beginning with the 2016-2017 school year, notice will be provided prior to February 1

² Beginning with the 2016-2017 school year, informational sessions will be held between October 1 and February 15

ATTACHMENT 6.5
RACIAL AND ETHNIC BALANCE

1. Plan to achieve and continue racial and ethnic balance



Buckeye Online School for Success

119 East Fifth Street East Liverpool, OH 43920 866-642-9237 / 330-385-1987 www.go2boss.com

Racial and Ethnic Balance

Racial and Ethnic Balance-BOSS commits to a plan by which the school intends to achieve a racial and ethnic balance as defined in its enrollment practices.

Marketing Plan-In order to ensure a racial and ethnic balance in our schools, BOSS will vigorously disseminate announcements to the public through as many available routes as is practical, including (but not limited to):

- Organizing open house meetings at local public libraries
- Posting and distributing flyers in various communities
- Attending community organizations' meetings of all kinds
- Direct mailings

BOSS will use all the methods described above to help ensure that students of all races, languages, disabilities and abilities learn about the opportunities offered to children by our school. BOSS does not discriminate against any students based on their intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, national origin, religion, or on any other ground that would be unlawful.

ATTACHMENT 6.7
STUDENT DISCIPLINE AND DISMISSAL POLICIES

1. Policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things:
 - a. Types of misconduct for which a student may be suspended, expelled, or removed, and
 - b. Due process related to these forms of discipline
2. Policy for the discipline, suspension, and expulsion of disabled students
3. Policy for Positive Behavioral Interventions and Supports/Restraints and Seclusion

273 Expulsion and Suspension Policies

The Principal or his/her designee may suspend a student for up to ten (10) school days. The person designated as Superintendent in OEDS-R (hereafter "Superintendent") may expel a student for up to eighty (80) school days, and in some instances, one (1) year. Provided, however, that beginning July 1, 2017, the Principal or Superintendent may not suspend, expel, or remove a student from School solely on the basis of the student's unexcused absences from School.

In the event that, in the opinion of the Principal or his/ her designee, a student's presence at the School creates a health risk, presents a danger to other persons or property or seriously disrupts the functions of the School, the student may be removed from the premises without formal suspension or expulsion procedures, with notice and procedures to follow the removal in accordance with R.C. 3313.66.

A student shall be expelled for one (1) year for bringing a firearm to the School or onto school property (any property owned, used, or leased by the School for School, School extracurricular, or School-related events).

A student may also be expelled for a period not to exceed one (1) year for:

1. bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at a School or on school property;
2. bringing a knife to the School, onto school property, or to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School or in which the School is a participant;
3. possessing a firearm or knife at School, on school property, or at an interscholastic competition, an extracurricular event, or any other School program or activity which firearm or knife was initially brought onto school property by another person;
4. committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property;
5. making a bomb threat to a school building or to any premises at which a School activity is occurring at the time of the threat.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes but is not limited to, any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine, or other similar device.

A knife is defined as any cutting instrument consisting of at least one sharp blade.

The specific circumstances under which the Superintendent may modify a one (1) year expulsion could include:

1. a recommendation from the group of persons knowledgeable of the student's educational needs in accordance with the Individual with Disabilities Education Act;

2. the student was unaware that s/he was possessing a firearm or knife;
3. the student did not understand that the item s/he possessed was considered a firearm or knife;
4. the student brought the item to School as part of an educational activity and did not realize it would be considered a firearm or knife; and
5. the student may be eligible for participation in an alternative program.

A student may be expelled for up to eighty (80) days for serious misconduct or rules violations, or for other just cause.

During the period of suspension, removal, or expulsion, the student may not attend or participate in any School functions without permission from the Principal. The student may enter School facilities only when given permission by Principal or if accompanied by a parent or guardian who accepts responsibility for the student's actions and/or behavior at the facility.

While serving an out-of-school suspension, the Board [does or does not] authorize students to receive instructional services from the School. If students are authorized to receive instructional services from the School, then such instructional services may include completing of curriculum, classroom assignments, tests, and exams; homework packets; individual tutoring; library or online assignments; essay on behavior leading to suspension; and grading of all work.

The Board also authorizes the Principal to suspend a student from any or all co-curricular or extra-curricular activities for misconduct or rules violations. The length of suspension shall be determined by the Principal commensurate with the seriousness of the student's misconduct or rules violations in accordance with the Code of Conduct. Participation in extra-curricular activities is a privilege and not a right. Accordingly, students prohibited from participating in all or part of any extra-curricular activity are not entitled to notice, hearing, or appeal rights.

If the Principal determines that a student's behavior on a School vehicle violates School rules, s/he may suspend the student from School bus riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior.

The Board authorizes the Principal the option to require a student to perform community service in conjunction with, or in place of, a suspension or expulsion, except when an expulsion is imposed for bringing a firearm to School or onto school property.

The Board designates the Superintendent or his/her designee as its representative at all hearings regarding the appeal of a suspension, provided the Principal and Superintendent are not the same person. If the Principal and Superintendent are the same person, the Board, a committee of the Board, or _____, an administrator who is not involved in the suspension decision, will hear the appeal of the suspension.

The Board, a committee of the Board, or _____, an administrator who is not the Superintendent and is not involved in the expulsion, will hear the appeal of an expulsion.

The Principal shall be responsible for implementing this policy and ensuring compliance with applicable laws.

A copy of this Policy is to be posted in common areas of the School and made available to students and parents upon request.

Due Process Rights

Suspension

The following procedure does not apply to in-school suspensions. The Principal may suspend a student if the following procedure is met:

1. Prior to the imposition of the suspension, a written Notice of Intent to suspend will be given to the student, which contains the following:
 - a. The reasons for the intended suspension; and
 - b. If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and if the student is age 16 or older, the notice must also indicate the possibility that the Principal may seek permanent exclusion.
2. The student must be allowed an informal hearing before the Principal or his/her designee to challenge the reasons for the intended suspension or otherwise explain his actions. The student is not entitled to call witnesses at this informal hearing.
3. Within one school day after the suspension is imposed, the Principal or his/her designee shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Directors of the suspension. The notice must contain the following:
 - a. The reasons for the suspension;
 - b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
 - c. The right to representation at all appeals;
 - d. The right to a hearing before the Board or its designee; and
 - e. The right to request that the hearing be held in executive session.

If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Principal may seek permanent exclusion.

If an out-of-school suspension is imposed during the last ten (10) days of the school year, the suspension will not be carried over into the following school year. However, the Superintendent may require the student to participate in a community service program or another alternative consequence for the number of hours equal to the remaining part of the period of the suspension, during the first full week day of the summer break. If the student fails to complete the community service or alternative consequence, the School may determine the next course of action, provided however, that the School not require the student to serve the remaining time of the out-of-school suspension at the beginning of the following school year. The Principal or his/her designee may develop an appropriate list of alternative consequences.

Expulsion

Only the Superintendent may expel a student. The following procedure is required:

1. Prior to the imposition of the expulsion, the Superintendent must provide not only the student, but also the parent, guardian, or custodian written notice of his intention to expel. The notice must include the following:
 - a. The reasons for the intended expulsion; and
 - b. The time and place for a hearing, which must be not less than three nor more than five school days after giving the notice, unless the period is extended by the Superintendent at the request of the student, his parent, custodian, guardian, or representative. The parent, guardian, or custodian must be sent written notice of any extension, and the subsequent notice should contain the same information required in the original notice.
 - c. If the student is age 16 or older and the expulsion is for one of the serious criminal offenses for which permanent exclusion is allowed, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion.
2. A hearing must be scheduled not less than three or more than five school days after giving the notice, for the student and his parent, guardian, custodian or representative to appear in person before the Superintendent to challenge the reasons for the expulsion or otherwise explain his/her actions.
3. Within one school day after the expulsion is imposed, the Superintendent shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Directors of the expulsion. The notice must include the following:
 - a. The reasons for the expulsion;
 - b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
 - c. The right to representation at all appeals;
 - d. The right to an appeal hearing before the Board or its designee;
 - e. The right to request that the hearing be held in executive session;
 - f. If the expulsion is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion;
 - g. When the Superintendent expels a student for more than twenty days or for any period of time extending into the next semester or school year, the School shall provide, along with this notice, the student and his parent, guardian, or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behaviors that contributed to the incident giving rise to the expulsion. The information must include names, addresses, and phone numbers or the appropriate public and private agencies.

During the period of expulsion, the School may, but is not required to, continue educational services in an alternative setting.

The Superintendent is required to follow through on expellable offenses even if the student in question withdraws from the School prior to the hearing or the Superintendent's decision.

The Superintendent may apply any remaining part or all of the period of expulsion into the following year.

Prohibition of Corporal Punishment

All teachers, administrators, non-licensed school employees, and school bus drivers are prohibited from inflicting or causing to be inflicted corporal punishment as a means of discipline upon a pupil attending the School. However, they may, within the scope of their employment, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense or for the protection of persons or property.

RC 3313.66-.662; 3313.668; 3321.13(B)(4); 4510.32(B); 20 USC 7961(b)(1)

See **Appendix 273-A** Notice of Intended Suspension from School; **Appendix 273-B** Notice of Emergency Removal and Intent to Suspend from School; **Appendix 273-C** Notice of Suspension from School; **Appendix 273-D** Notice of Rights Re: Suspension from School; **Appendix 273-E** Notice of Intended Expulsion from School; **Appendix 273-F** Notice of Emergency Removal and Intent to Expel from School; **Appendix 273-G** Notice of Expulsion from School; **Appendix 273-H** Notice of Rights Re: Expulsion from School (for Use for Expulsions of 20 School Days or Less Only); **Appendix 273-I** Notice of Rights Re: Expulsion from School (for Use for Expulsions of More than 20 School Days Only).

Adopted:

June 8, 2017

Permanent Exclusion of Non-Disabled Students

In accordance with the law, the Board may seek to permanently exclude a student, sixteen (16) years of age or older, who has been convicted of or adjudicated delinquent for the reason of the following offenses:

1. carrying a concealed weapon or conveying or possessing a deadly weapon or dangerous ordinance on property owned or controlled by the Board or at an activity held under the auspices of this Board;
2. possessing, selling, or offering to sell controlled substances on property owned or controlled by the Board or at an activity under the auspices of this Board; and
3. complicity to commit any of the above offenses, regardless of where the complicity occurred.

In accordance with law, any student, sixteen (16) years of age or older, who has been convicted or adjudicated delinquent for committing the following offenses may be subject to permanent exclusion:

- A. rape, gross sexual imposition or felonious sexual penetration;
- B. murder, manslaughter, felonious or aggravated assault; and
- C. complicity to commit offenses described in paragraphs A and B, regardless of where the complicity occurs.

The above statement of policy on permanent exclusion is to be posted in a central location in each School facility as well as made available to students, upon request.

If the Superintendent has adequate evidence that a student, sixteen (16) years old or older at the time of the offense, has been convicted of or is an adjudicated delinquent resulting from any of the above offenses, s/he shall submit a written recommendation to the Board that the student should be permanently excluded from the public School by the State Superintendent of Public Instruction (State Superintendent). The recommendation is to be accompanied by the evidence, other information required by statute, and the name and position of the person who should present the School's case to the State Superintendent. The Board, after considering all the evidence, including the hearing of witnesses, shall take action within fourteen (14) days after receipt of the Superintendent's recommendation.

If the Board adopts the resolution, the Board shall submit it to the State Superintendent, together with the required documents and the name of the person designated by the Board as its representative to present the case to the State

Superintendent. A copy of the resolution shall be sent to both the student and his/her parents.

If the Board fails to pass the resolution, it shall so notify the Superintendent, in writing, who, in turn, shall provide written notification of the Board's action to both the student and his/her parents.

If the State Superintendent rejects the Board's request, the School shall re-admit the student in accordance with statute and Board guidelines. If the State Superintendent acts on the Board's request, his/her actions and those of the School shall be in accord with the procedures described in Ohio Revised Code §3313.66.

R.C. 3313.662

Discipline/Suspension/ Expulsion of Disabled Students

In matters relating to the disciplining of disabled students, the Board shall abide by Federal and State laws regarding suspension and expulsion. The Superintendent will follow the guidelines below and ensure they are properly used when disciplining any student with a disability.

Because the School is an on-line school, most discipline amounts to an “in-school” suspension, as learning opportunities continue in accordance with the IEP.

However, the following procedure will be followed for removals wherein the IEP cannot be continued in its current format.

Removals of Not More Than 10 Days- The 10-Day Rule

The School may unilaterally remove a student with a disability who violates a code of student conduct from the student's current placement for not more than 10 school days. This option may be used only if the disciplinary action is consistent with actions taken against nondisabled students. The School may place students removed under the 10-day rule in an appropriate interim alternative educational setting (“IAES”) if applicable (see below), another setting, or suspend them. Removals under the 10-day rule are not considered a “change of placement” and the School is not obligated to provide services to students during those removals. The School can use the 10-day rule to remove a student for either a single removal of 10 consecutive school days; or a series of shorter-term removals over the course of the school year that are more than 10 consecutive school days during that school year, so long as those removals do not constitute a pattern of removals (and therefore, a change of placement). When a removal is not a change of placement, an IEP meeting is not required. However, if one or more IEP team members believe that modifications are needed to the Student’s behavior plan, the team shall meet to modify the plan and its implementation to the extent the team determines necessary.

Removals of More than 10 Days - Change of Placement

A change of placement occurs if a removal is for more than 10 consecutive school days; or if a student is subjected to a series of removals which accumulate to over 10 school days, that constitute a pattern. If a change of placement occurs (after a MDR (see below)), then the School must notify the parents or guardians of that decision. This notice must inform the parents or guardians of all the procedural safeguards accorded under the law. These safeguards include a manifestation determination review, a right to receive services, and a continuation of services for a free appropriate public education. The School must provide services that:

- enable the student to continue to participate in the general education curriculum (although in another setting); and
- enable the student to progress toward meeting the goals set out in the student's IEP.

Manifestation Determination Review ("MDR")

The School will conduct a MDR to examine a student's behavior before imposing disciplinary consequences that would amount to a change of placement. The purpose of the MDR is to determine whether a student's disability caused, influenced or otherwise impacted the student's behavior in question. To make this determination, the student's IEP team is required to review certain information and determine whether the behavior causing the disciplinary infraction is or is not a manifestation of the student's disability.

The MDR is not required for disciplinary removals that do not constitute a change of placement, that is, less than 10 school days per incident or a series of removals accumulating to more than 10 school days in one school year that do not constitute a pattern.

No later than the date on which the decision to take a disciplinary action which may be a change of placement is made, the School must notify the parents or guardians of that decision and of all procedural safeguards, including the MDR. The School and the parents or guardians must determine which members of the IEP team are relevant to conduct the manifestation determination. The team will review all relevant information in the student's file to determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability or was the direct result of the School's failure to implement the IEP. If the team determines that either condition is applicable for the student, it must determine that the conduct is a manifestation of the student's disability.

Manifestation - If the team determines that the behavior was a manifestation of the student's disability, the full IEP team must meet the following requirements:

- conduct a functional behavior assessment and implement a behavior intervention plan for the student, unless the School conducted a functional behavior assessment prior to the manifestation determination;
- if the IEP team already developed a behavior intervention plan, it must review and modify the plan as necessary to address the behavior; and
- return the student to the placement from which he or she was removed, 45-day rule exception applies.

No Manifestation - If the team determines that the behavior was NOT a manifestation of the disability, the School may discipline the student using the relevant disciplinary procedures applicable to students without disabilities in the

same manner and for the same duration, continuing to provide services to students with disabilities.

If a student's behavior was not a manifestation of the disability, the School will still take steps to attend to the student's behavior. The student must receive, as appropriate, a functional behavior assessment, behavioral intervention services and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

Exceptions to the MDR Requirement – The Unilateral Change in Placement and 45-Day Rule

School personnel may remove a student to an IAES for up to 45 school days, without a prior MDR or IEP meeting, when a student:

- carries or possesses a weapon (a device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that the term does not include a pocket knife with a blade of less than 2 1/2 inches in length);
- knowingly possesses or uses illegal drugs (a controlled substance not legally possessed or used under the supervision of a licensed health care professional, or legally possessed or used under any other authority under the Controlled Substances Act (21 U.S.C. §812) or under any other provision of federal law), or sells or solicits the sale of a controlled substance (a drug or other substance identified under Schedule I, II, III, IV or V in the Controlled Substances Act); or
- has inflicted serious bodily injury on another person (a cut, abrasion, bruise, burn or disfigurement, physical pain, illness, impairment of the function of a bodily member, organ or mental faculty, or any other injury, no matter how temporary).

This authority can be exercised if a student commits any of the offenses described above at the School, on the School premises or at a School function.

The IEP team will meet subsequent to the unilateral placement in an IAES, and must determine what the permanent setting will be, take steps to modify the student's IEP, as appropriate, provide appropriate behavioral intervention services and modifications designed to address the behavior violation so that it does not recur, and continue to provide the student with educational services to enable him or her to participate in the general education curriculum and to progress toward IEP goals.

The School must still do a MDR, but it can occur after the removal to the 45-day setting. If the conduct is a manifestation of the student's disability, the School must still meet all of the requirements outlined above for the MDR, with the

additional exception that the student stay in the alternative placement for 45 school days, regardless of the outcome of the manifestation.

Due Process Complaint

Parents or guardians who disagree with any decision regarding placement or the outcome of an MDR may appeal the decision through the filing of a due process complaint, and may request an expedited due process hearing.

The School may request a hearing to change a student's placement if the School believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. Under those circumstances, the hearing officer may order a change in placement of a student with a disability to an IAES for a period of up to 45 school days if the hearing officer agrees with the School's assessment.

During any due process proceedings, the student's placement, through a disciplinary action, must not change unless the parents/guardians and the School agree otherwise, or upon admissions to the School and parent/guardian consent. The School may change the student's placement when taking disciplinary actions that constitute a change of placement against students with disabilities, or students who may be eligible for IDEA services.

In the case where a student has been placed in an IAES, the student will remain in the IAES chosen by the School, pending the hearing officer's decision or until the time period expires, whichever occurs first, unless the parent and school agree otherwise. An expedited hearing will be arranged during an IAES appeal and will occur within 20 days of the hearing request, and the hearing officer must make a determination within 10 school days after the hearing.

Disciplining a 504 StudentSection 504 Manifestation Determination Reviews

A Student on a 504 Plan is to be afforded due process relating to any proposed change in educational placement where the Student is subject either to expulsion or suspension for a period of more than ten consecutive school days or a series of suspensions that are each 10 or fewer school days in duration, but exceed 10 school days in the aggregate and create a pattern of exclusions. In all such cases, except in the case where such suspension or expulsion pertains to the use or possession of illegal drugs or alcohol as detailed below, the School shall follow the procedures outlined in Policy Discipline/Suspension/Expulsion of Disabled Students.

Disciplinary Procedures for Students Possessing or Using Alcohol or Illegal Drugs

The School may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any Student on a 504 Plan who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against Students without disabilities, in accordance with Policy No. 273 Expulsion and Suspension Policies. In such a case, the disability due process procedures found in Policy Discipline/Suspension/Expulsion of Disabled Students are inapplicable.

Emergency Removal from Placement

Emergency removal of a 504 student from his/her current placement may take place through parental agreement to an interim placement or through injunctive relief from a court, when the current placement presents a substantial likelihood of resulting in injury to the student or others.

29 USC § 701 et seq. (Section 504 of the Rehabilitation Act of 1973)

See also Policy No. 228 Section 504 of the Rehabilitation Act of 1973.

276 Positive Behavioral Interventions and Supports, Seclusion, and Restraint

This policy governs the use of positive behavioral methods and emergency safety interventions including seclusion and restraint. Any use of emergency safety interventions that does not meet the requirements set forth below is prohibited.

I. Definitions

Aversive behavioral interventions: an intervention that is intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors, including interventions such as: application of noxious, painful and/or intrusive stimuli, including any form of noxious, painful or intrusive spray, inhalants or tastes.

Chemical Restraint: a drug or medication used to control a student's behavior or restrict freedom of movement that is not (A) prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional's authority under State law, for the standard treatment of a student's medical or psychiatric condition; and (B) administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under State law.

De-escalation techniques: are strategically employed verbal and non-verbal interventions used to reduce the intensity of threatening behavior before a crisis situation occurs.

Functional Behavior Assessment (FBA): is a collaborative problem-solving process that is used to describe the function or purpose that is served by a student's behavior. Understanding the function that an impeding behavior serves for the student assists directly in designing educational programs and developing behavior plans with a high likelihood of success.

Mechanical Restraint: (A) any method of restricting a student's freedom of movement, physical activity, or normal use of the student's body, using an appliance or device manufactured for this purpose; and (B) does not mean devices used by trained school personnel, or used by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed, including: (1) restraints for medical immobilization; (2) adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; or (3) vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.

Parent: (A) a biological or adoptive parent; (B) a guardian generally authorized to act as the child's parent, or authorized to make decisions for the child (but not the State if the child is a ward of the State); (C) an individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare; (D) a surrogate parent who has been appointed in accordance with O.A.C. 3301-51-05(E); and (E) any person identified in a judicial decree or order as the parent of the child or the person with authority to make educational decisions on behalf of the child.

Physical Escort: the temporary touching or holding of the hand, wrist, arm, shoulder, waist, hip, or back for the purpose of inducing a student to move to a safe location.

Physical Restraint: the use of physical contact that immobilizes or reduces the ability of a student to move his/her arms, legs, body, or head freely. This does not include a physical escort, mechanical restraint, or chemical restraint, or brief, but necessary, physical contact for the following purposes: (A) to break up a fight; (B) to knock a weapon away from student's possession; (C) to calm or comfort; (D) to assist a student in completing a task if the student does not resist the contact; or (E) to prevent an impulsive behavior that threatens the student's immediate safety.

Positive Behavior Interventions and Supports: (A) a school-wide systematic approach to embed evidence-based practices and data driven decision making to improve school climate and culture in order to achieve improved academic and social outcomes and increase learning for all students, and (B) that encompasses a wide range of systemic and individualized positive strategies to reinforce desired behaviors, diminishes reoccurrences of challenging behaviors, and teaches appropriate behavior to students.

Positive Behavior Support Plan: design, implementation, and evaluation of individual or group instructional and environmental modifications, including programs of behavioral instruction, to produce significant improvements in behavior through skill acquisition and the reduction of problematic behavior.

Prone Restraint: physical or mechanical restraint while the student is in a face down position.

Seclusion: involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier.

Student: a child or adult aged three to twenty-one enrolled in the school.

Student personnel: teachers, principals, counselors, social workers, school resource officers, teachers' aides, psychologists, bus driver or other School staff who interact directly with students.

Timeout: a behavioral intervention in which a student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.

II. Creation of Positive Behavioral Intervention and Supports (PBIS)

The School shall establish an evidence-based school wide system of positive behavioral interventions and supports that will apply in all settings to all students and staff. The system shall include family involvement.

The School shall train staff to: (A) identify conditions such as where, under what conditions, with whom, and why specific inappropriate behavior may occur; and (B) conduct preventive assessments which include: (1) a review of existing data; (2) interviews with parents, family members, and students; and (3) examination of previous and existing behavioral intervention plans.

Based on the assessment data, the School shall develop and implement preventative behavioral interventions that (A) modify the environmental factors that escalate the inappropriate behavior; (B) support the attainment of appropriate behavior; and (C) use verbal de-escalation to defuse potentially violent dangerous behavior.

III. Prohibited Practices

The following are prohibited under all circumstances, including emergency safety situations:

- (A) Prone restraint;
- (B) Corporal punishment;
- (C) Child endangerment as defined in R.C. 2919.22;
- (D) Seclusion or restraint of preschool students (if any);
- (E) Deprivation of basic needs;
- (F) Restraint that unduly risks serious harm or needless pain to the student, including the intentional, knowing, or reckless use of any of the following:
 - (i) Any method that is capable of causing loss of consciousness or harm to the neck or restricting respiration in any way;
 - (ii) Pinning down with knees to torso, head and/or neck;
 - (iii) Using pressure points, pain compliance and joint manipulation techniques;
 - (iv) Dragging or lifting of a student's hair or ear or by any type of mechanical restraint;
 - (v) Using students or untrained staff to assist with the hold or restraint;
 - (vi) Securing a student to another student or to a fixed object; or
 - (vii) Using any other technique used to unnecessarily cause pain.
- (G) Any physical restraint that impacts the student's primary mode of communication;
- (H) Mechanical or chemical restraints;
- (I) Aversive behavioral interventions; or
- (J) Seclusion of students in a locked room.

IV. Restraint

May be used only in a manner that is age and developmentally appropriate, when there is an immediate risk of physical harm to the student or to others and no other safe and effective intervention is possible, and, when performed by trained staff, except in the case of an unavoidable emergency situation. The physical restraint must not obstruct the student's ability to breathe.

Staff must:

- (A) Be appropriately trained to protect the care, welfare, dignity, and safety of the student;

- (B) Continually observe the student in restraint for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- (C) Use verbal strategies and research based de-escalation techniques in an effort to help the student regain control;
- (D) The least amount of force necessary should be used;
- (E) Remove the student from physical restraint immediately when the immediate risk of physical harm to self or others has dissipated;
- (F) Conduct a de-briefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- (G) Complete all required reports and document staff observations of the students.

V. Seclusion

Seclusion shall only be used if: it is a last resort for the student to regain control; it is age and developmentally appropriate; there is an immediate risk of physical harm to the student or others; and there is no other safe and effective intervention.

The room or area used for seclusion cannot be locked, and must provide for adequate space, lighting, ventilation, clear visibility, and the safety of students.

Seclusion shall not be used as: a substitute for an education program, less restrictive alternatives, inadequate staffing, staff training in positive behavior supports and crisis prevention and intervention; a form of discipline or punishment; a means to coerce, retaliate; or in a manner that endangers the students.

Staff must:

- (A) Be appropriately trained to protect the care, welfare, dignity, and safety of the student;
- (B) Continually observe the student in seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- (C) Use verbal strategies and research based de-escalation techniques in an effort to help the student regain control as quickly as possible;
- (D) Remove the student when the immediate risk of physical harm to self or others has dissipated;
- (E) Conduct a de-briefing including involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- (F) Complete all required reports and document the observation of the student.

VI. Functional Behavioral Assessment

If the student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, the School shall conduct a functional behavioral assessment (FBA) to identify the student's needs and more effective ways of addressing those needs. If necessary, this FBA should be followed by a behavioral intervention plan (BIP) that incorporates appropriate positive behavioral interventions. The use of an FBA or a BIP does not necessarily mean the student is a special education student in itself, but may be used for non-disabled as well as differently-abled or special education students.

VII. Training and Professional Development

The School shall train all staff working with students annually on the requirements of this policy and shall keep written or electronic documentation of the type of training and the participants. The School shall have a plan on training staff working with students, as necessary, to implement PBIS on a system-wide basis. The School shall ensure that an adequate number of personnel in each building are trained in crisis management and de-escalation techniques and that their training is kept current.

VIII. Required Data and Reporting

Staff must document each use of seclusion or restraint and report it to the building administration and the parent immediately. A written report of the incident must be created, given to the parent within 24 hours of the incident, and placed in the student's file. This report is subject to the Family Educational Rights and Privacy Act.

The School shall report information concerning its use of seclusion and restraint annually to, and as requested by, the Ohio Department of Education.

The School shall make this policy available to parents annually, and shall post this policy on its website.

IX. Monitoring and Complaint Procedures

The School shall establish a procedure for parents to submit written complaints regarding an incident of seclusion or restraint. The Principal or his/her designee must investigate every complaint and respond to the parent in writing within thirty (30) days of filing the complaint.

Parent(s) may choose to file a complaint with the Ohio Department of Education, Office of Exceptional Children, in accordance with the complaint procedures available concerning students with disabilities.

O.A.C. 3301-35-15; R.C. 3319.46.

Adopted on: June 18, 2015

ATTACHMENT 6.12 ADMISSIONS POLICY

1. Admissions and enrollment policy and procedures, including:
 - a. Specification that the school will not discriminate in its admission of students on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude (unless at-risk limitations apply)
 - b. Specification that the School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3314.64 or 3313.65, except that the School may limit to:
 - i. Students who have obtained a specific grade level or are within a specific age group,
 - ii. Students who meet the definition of “at risk,” or
 - iii. Residents of a specific geographic area
 - c. Wait list and lottery procedures
2. Open Enrollment Policy, if applicable
3. At-Risk Definitions, including gifted, if applicable

NOTE: Any change in the admissions or enrollment policies must be reported in writing to the Sponsor within five (5) business days.

206 General Notice of Non-Discrimination

The School does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding non-discrimination policies:

Donald Thompson, Executive Director
119 East Fifth Street
East Liverpool, Ohio 43920
330.385.1987 (x 1500)

The language above will be posted on the School's website within two clicks of the home page; in all other School-related documents made available to students, parents, staff, and applicants (*e.g.*, student newspapers, parent newsletters, student handbooks, employee handbooks, application forms, recruiting materials, etc.); and in a conspicuous place in the School building. This language will also be provided to parents, students, and employees prior to the start of each school year.

The designated individual will serve as the requisite coordinator for each of the following: **Policy 221 (Access to Equal Educational Opportunity)**, **Policy 222 (Title IX Coordinator)**, **Policy 228 (Section 504)**, **Policy 264 (Sexual and Other Forms of Harassment)**, and **Policy 305 (Nondiscrimination)**.

Date adopted: Oct. 16, 2014
Dec. 14, 2017

Access to Equal Educational Opportunity

It is the policy of the School to provide an equal opportunity for all children to achieve their maximum potential through the curriculum offered regardless of race, color, creed, disability, religion, sex, ancestry, national origin, social or economic background, or other legally protected category.

The Board appoints the Chief Administrator or his/her designee to be the Compliance Officer whose responsibility it will be to ensure that Federal and State regulations are complied with and that any complaints are dealt with promptly in accordance with law. S/He shall also ensure that proper notice of nondiscrimination rights under applicable laws is provided to students, their parents, staff members, and the general public.

Any complaints shall be addressed in accordance with the provisions, respectively, of:

Section 222.1 - Title IX Grievance Procedure and/or

Section 223.1 - Title I Complaint Procedure and/or

Section 228- Section 504 of the Rehabilitation Act of 1973, Grievance Procedure.

Dec 14, 2017

Admission and Lottery Standards

The School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3313.64 or 3313.65, except that admission may be limited to the geographic area and grade or age levels specified in the Community School Contract.

The School will not discriminate in the admission of students to the School on the basis of race, creed, color, disability, sex, intellectual ability, measures of achievement or aptitude, or athletic ability, provided, however, that the School may limit admission to students identified as "at risk" in the Community School Contract. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

If there are more applicants than there are spaces, a lottery will be conducted in the following manner:

- Each applicant will be assigned a number;
- The numbers will then be drawn at random by a disinterested third party;
- The first number drawn will be the first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
- Applicants on a permanent waiting list prior to any lottery will retain their position on the waiting list;
- The school may separate the lottery and the waiting lists for each grade or age grouping;
- Students attending the previous year and students who reside in the district in which the school is located will have first preference for a position;
- Secondary preference may be given to siblings of existing students and students who are the children of full-time School Staff, provided the total number of students receiving this preference is less than five percent (5%) of the School's total enrollment.

R.C. 3314.06.

See Policy 206 General Notice of Non-Discrimination, Policy 221 Access to Equal Educational Opportunity, Policy 241.3 Compulsory and Early Kindergarten Admission, Policy 241.5 Enrollment and Residency Policy, and Policy 241.6 Tuition for Out-of-State Students.

Adopted:

June 8, 2017
Dec. 14, 2017

241.3 Compulsory and Early Kindergarten Admissions

The School shall admit or evaluate children seeking admission to kindergarten in accordance with the following:

- A. The School shall admit a child to kindergarten if the child is five years of age prior to _____ August 1, or X September 30 [check only one] of the year of admittance.
- B. Notwithstanding the provisions provided below, for a child who does not meet the age requirements for mandatory admission to kindergarten, but who will be five years of age prior to January 1 of the year in which admission is requested, the School shall evaluate the child for early admittance in accordance with this policy upon referral by the child's parent or guardian, an educator employed by the School, a preschool educator who knows the child, or a pediatrician or psychologist who knows the child. Following such evaluation, the Board or its designee shall make a decision as to whether to admit the child based on the child's score on the evaluation and any other factors it deems relevant.
- C. For purposes of this policy, the Board-designated evaluation procedure will consist of a readiness test administered to a prospective kindergartner by the Board's designee.
- D. The School chooses not to admit a child seeking admission to kindergarten or first grade who will not be five prior to January 1 of the year in which admission is requested, and therefore the School has no Academic Acceleration Policy.
- E. First Grade eligibility shall be based on the admissions, promotion, and retention policies of the School.

R.C. 3321.01

Adopted: 6/16/16
Dec. 14, 2017

Admission and Enrollment Policy of Buckeye Online School for Success includes proof of residency documentation. Proof of the Ohio residency of students' parents and/or guardians is required for admission and for continuing active enrollment. Current proof of Ohio residency will be required of parents or guardians of students not only at time of admission but also when there are changes of residence and at other times when a document is necessary (for example, when a resident school district disputes or challenges the stated residential address). Per SB 316 Buckeye Online determines the following to be Board approved residency proofs. Please note, only one of the items listed below is required.

Buckeye Online School for Success (BOSS) Board approved residency proofs:

1. A deed, mortgage, lease, current home owner's or renter's insurance declarations page, or current property tax bill.
2. Utility bill dated within the past 90 days (gas, electric, water, cable, etc.)
3. Telephone bill dated within the past 90 days (for a landline telephone)
4. Copy of a recent paystub which displays parent or guardian name, residential address, and date.
5. A valid vehicle registration
6. A copy of the most recent tax return or W-2 form
7. Documents issued by an agency of the federal, state, or county government dated within 90 days of the enrollment or address change, including documents issued by the Social Security Administration, the Bureau of Workers' Compensation, or a county department of job and family services.
8. A copy of a recent bank statement displaying parent or guardian name and residential address. (Private/personal information such as bank account number or dollar amounts can be blackened out)
9. A voter registration card that is dated not more than two years earlier than the date of enrollment
10. A BOSS residency affidavit form may be submitted in cases in which the parent or legal guardian does not have any of the above and resides with another individual. The affidavit *must* be coupled with a valid proof of residency in the other person's name.

Other secondary but reliable documents are to be considered as valid residency proofs, depending on family circumstances and situations.

Examples of these might include:

- a. A certification of residency from a homeless shelter
- b. A selective services acknowledgement or registration card or document

*Please note- Along with a parent or guardian name, any proof of residency that is submitted must display the full date (including month, date, and year)

* If changes in address occur during the time a student is enrolled at Buckeye Online a new proof of residency must be submitted within 30 days or withdrawal may be an option. This will be at the discretion of the Buckeye Online Administration team.

Dec. 14, 2017

ATTACHMENT 6.13 ATTENDANCE POLICIES

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including automatic withdrawal procedures for when a student misses 105 consecutive hours

NOTE: The School's attendance and participation records shall be made available, upon request, to the Ohio Department of Education, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), section 3319.321, and any applicable rule or regulations thereto.

General Policy

Students enrolled in the School must attend School regularly in accordance with the laws of the State. The educational program offered by the School is predicated upon the presence and punctuality of the student and requires continuity of instruction and classroom participation. A parent must contact the School in accordance with the procedure set forth in Policy 252 whenever a student is absent.

Attendance shall be required of all students enrolled at the School during the days and hours that the School is in session. Attendance need not always be within the School facilities, but a student will be considered to be in attendance if present at any place where School is in session by authority of the Board.

Excused Absences

Absences due to the following will be excused:

1. Personal physical illness such as to prevent attendance at School (at the discretion of the Principal or his/her designee, a written statement from a physician may be required).
2. Personal mental illness such that the student will not benefit from instruction (at the discretion of the Principal or his/her designee, a written statement from a physician/mental health professional may be required).
3. Illness in the family (at the discretion of the Principal or his/her designee, a written statement from a physician and an explanation as to why the child's absence was necessary may be required).
4. Quarantine of the home (absence will be excused for the duration of the quarantine as determined by proper health officials).
5. Death in the family (absence will be excused for no more than eighteen (18) hours unless the Principal or his/her designee determines that a longer absence is reasonably necessary).
6. Medical or dental appointments (at the discretion of the Principal or his/her designee, a written statement from a physician confirming the appointment may be required).
7. Observance of religious holidays.
8. College or university visits (at the discretion of the Principal or his/her designee, verification of the date and time of the visit may be requested).
9. Absence due to a placement in or changes to a foster care placement or any court proceeding related to a student's foster care status.
10. Absences due to a student being homeless.
11. Necessary work in a family business or on a family farm (after proof of necessary absence is provided to the Principal or his/her designee).
12. Instruction at home from a person qualified to teach the branches of education in which instruction is required (after adequate certification of home instruction has been provided to the Principal or his/her designee).

13. An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.
14. If a student is absent from School for the sole purpose of traveling out of state to participate in a School-approved enrichment activity or extracurricular activity, the School shall count that absence as an excused absence, up to a maximum of twenty-four (24) hours per school year that the School is open for instruction. The student must complete any classroom assignments he/she misses due to the absence. If the student will be absent for twenty-four (24) or more consecutive hours that the School is open for instruction, a classroom teacher must accompany the student during the travel period to provide the student with instructional assistance in order to count the student as in attendance.

The Principal or his/her designee reserves the right to verify statements and to investigate the cause of absence.

Withdrawal

A student who fails to participate in one hundred five (105) consecutive hours of learning opportunities will be automatically withdrawn, unless the student's absence is excused. Otherwise, a parent may withdraw a student voluntarily by signing a Voluntary Withdrawal form with the Principal or his/her designee.

Whenever a student withdraws from the School voluntarily, the Student's teacher shall attempt to ascertain the reason for withdrawal and shall immediately inform the Superintendent or his/her designee of the reason for the withdrawal. If the Student voluntarily withdrew from the School as a result of a change in residence, the Superintendent or his/her designee shall notify the superintendent of the district to which the Student has moved of all essential information regarding the Student, including the Student's new address.

If the Superintendent or his/her designee becomes aware that a Student who has withdrawn from the School for reasons other than a change of residence is not enrolled in another school, the Superintendent or his/her designee shall notify the registrar of motor vehicles and the juvenile judge of the county in which the School is located of the Student's likely violation of the State's compulsory education laws. Notice shall be given within two weeks and shall include the Student's name, address, date of birth, School, and the district where the Student resides. Any notice given in error shall be immediately rescinded by the Superintendent or his/her designee.

Disciplinary Action for Unexcused Tardiness or Absence

Repeated unexcused absences/tardiness may be grounds for disciplinary action that will not include suspension or expulsion.

A student is tardy when a student is more than five minutes late for School or for a class. If a student misses more than half a class, the student will be marked absent for the class. When tracking hours of missed instruction for excessive absence and truancy purposes, the School shall (select one):

Track tardiness and early dismissals to the nearest hour of missed instruction for each instance of tardiness or early dismissal per day (e.g., if a student is 35 minutes tardy to school and leaves school 45 minutes early, the student shall be counted as absent for two (2) hours of that day).

Track tardiness and early dismissal times based on the precise amount of missed instruction, tracked to the nearest minute (e.g., if a student is 35 minutes tardy to school and leaves school 45 minutes early, the student shall be counted as absent for 80 minutes of that day).

Track tardiness and early dismissals to the nearest 60 minutes (not to exceed 60 minutes) of missed instruction for each instance of tardiness or early dismissal per day.

Students shall not be considered absent for purposes of habitual truancy calculations while out of class for a legitimate reason, including but not limited to restroom breaks, visits to the nurses office, counselor meetings, or remediation sessions.

Any student who, due to a medically-documented physical or mental impairment, is absent for an extended period will not be disciplined. Such students may be entitled to receive an education tailored to their individual needs or abilities as provided for under federal and/or state law.

Truancy and Absence Intervention Strategies

The Principal or his/her designee may act as the School's attendance officer or delegate that duty as permitted by law. The School's attendance officer shall investigate possible School attendance violations, and is authorized under Ohio law, to serve warrants, to enter places where children of compulsory School age are employed, and to take such other actions as may be necessary to enforce the compulsory education laws.

A student is excessively absent from school if a student is absent from the School with or without legitimate excuse for thirty-eight (38) or more hours in one (1) school month or sixty-five (65) or more hours in one (1) school year. Within seven (7) days of a student becoming excessively absent from School, the attendance officer shall notify the student's parents of the student's absences in writing.

A student is habitually truant if the student is absent without a legitimate excuse for thirty (30) or more consecutive hours, for forty-two (42) or more hours in one (1) school month, or seventy-two (72) or more hours in one (1) school year.

Legitimate excuses for the absence of a student otherwise habitually truant include but are not limited to:

1. the student was enrolled in another school;
2. the student's absence was excused in accordance with applicable law or policy; or,
3. the student has received an age and schooling certificate.

If the student is habitually truant and the student's parents have failed to cause the student's attendance, the School will assign the student to an absence intervention team ("AIT") within ten (10) days. The Principal or designee selects the AIT members, who shall include a representative of the School who knows the child and the child's parent, guardian, custodian, guardian ad litem, or temporary custodian. Members may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

Within seven (7) days of the School's determination that the student is a habitual truant, the School will make at least three (3) reasonable, meaningful attempts to secure the child's parent, guardian, or custodian's (for the purposes of this policy, "parent") participation on the AIT. If the parent responds to attempts but is unable to attend, the School will notify the parent of the right to participate by designee.

In the event the parent does not respond to the attempts at all, the School will investigate whether the failure to respond triggers child abuse and neglect reporting requirements and instruct the other members of the AIT to develop a plan for the child.

Within fourteen (14) days after its formation, the AIT will develop a written plan to reduce or eliminate Student's further absences. The AIT plan will state that a complaint will be filed in juvenile court alleging that the child is an unruly child not later than sixty-one (61) days after implementation if the child refuses to participate in or fails to make satisfactory progress on the plan or other alternatives to adjudication. The School will make reasonable attempts to provide student's parent with written notice of the plan within seven (7) days of development.

If a student becomes habitually truant during the last twenty-two (22) school days of the year, the School may assign one official to work with the parent and develop an AIT plan in lieu of forming a full AIT.

AIT Exemption: The School shall be exempt from AIT procedural requirements if it has a chronic absenteeism rate of less than 5% of the student body per the last state report card.

Effective beginning with the 2017-2018 school year, the School shall employ absence intervention strategies for all students who are excessively absent from School. Such strategies shall include the following, if applicable:

1. Providing a truancy intervention plan for any student who is excessively absent from school;
2. Providing counseling for a habitual truant;
3. Requesting or requiring a parent to attend parental involvement programs;
4. Requesting or requiring a parent to attend truancy prevention mediation programs;
5. Notification of the registrar of motor vehicles of student's truancy status if the student misses sixty consecutive hours of instruction or ninety hours of instruction during the course of the school year; and
6. Taking legal action under R.C. 2919.222, 3321.20, and/or 3321.38.

On the 61st day after the implementation of an absence intervention plan or other intervention strategy, the attendance officer shall file a complaint with the juvenile court against a student, if all of the following apply:

1. the student is a habitual truant;
2. the School has made meaningful attempts to re-engage the student through the absence intervention plan, other intervention strategies, and any other offered alternatives to adjudication; and
3. the student has refused to participate in or failed to make satisfactory progress on the plan, as determined by the absence intervention team, or any offered intervention strategies or alternatives to adjudication.

If the 61st day falls during the summer months, at the School's discretion, the absence intervention team or attendance officer may extend the implementation of the plan and delay filing the complaint for an additional thirty (30) days from the first day of instruction of the next school year.

If, however, at any time during the implementation phase of the absence intervention plan or other intervention strategy, the student is absent without legitimate excuse for thirty (30) or more consecutive

hours or forty-two (42) or more hours in one school month, the attendance officer shall file a complaint with the juvenile court against the student, unless the absence intervention team has determined that the student has made substantial progress on the absence intervention plan.

The Principal or his/her designee is also authorized to establish a parent education program for parents of students who are habitually truant. Any parent assigned to the program who does not complete the program is to be reported to law enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

This Board consulted with the juvenile court of the counties in which the School is located, parents of students attending the School, and state and local agencies deemed appropriate by the Board prior to adopting this policy.

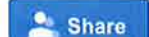
R.C. 2151.011; 2151.27; 3314.03(A)(6); 3321.01; 3321.041; 3321.13-.191; O.A.C. 3301-69-02.

Date Adopted: February 15, 2010

ATTACHMENT 8.2
DISMISSAL OF EMPLOYEES

1. Employee dismissal procedures
2. Plan for disposition of employees if this Contract is terminated or not renewed

362 Disciplinary Procedure Updated Mar 18,



BOSS Employee Handbook

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362 Disciplinary Procedure

[330 ETHICAL BEHAVIOR](#)[340 EMPLOYEE AND STUDENT CARE AND SAFETY](#)**Step 1: Oral Discussions and Warning**[350 SCHOOL STAFFING, ORGANIZATION, AND TRAINING](#)

The initial step of the progressive disciplinary procedure is for the supervisor to discuss the problem with the employee as soon as possible after the incident or awareness of the problem occurs. The supervisor should suggest ways to improve or to correct the problem, and identify a time period for corrective action.

[360 EMPLOYEE MISCONDUCT, DISCIPLINE, AND TERMINATION](#)**Step 2: Written Warning**[370 COMPENSATION AND BENEFITS](#)

The second step is for the supervisor to provide the employee with a written warning. The step is generally taken when the initial step does not correct the problem, although a supervisor may determine that a written warning is warranted as the initial step. When a written warning is given an employee, the

[380 TIME OFF FROM YOUR JOB](#)[390 MISCELLANEOUS POLICIES](#)**SITEMAP**

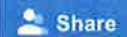
supervisor should meet with the employee, outline the problem, suggest ways to improve or correct the problem and identify a time period for corrective action. The specifics of this discussion should be documented in a letter or memorandum that is provided to the employee and forwarded to the Superintendent or his/her designee of the School for placement in the employee personnel file. A copy of the letter or memorandum should also be initialed by the employee. If the employee refuses to sign it, this should be documented by the supervisor.

Step 3: Suspension

Although not generally a step in the progressive disciplinary procedure, suspension may be appropriate as the third step. If utilized at all, suspension is generally limited to two circumstances. First, a supervisor may determine that suspension should be used as a corrective measure to emphasize the seriousness of a problem. Second, a suspension may be used because discharge appears warranted but the supervisor needs time for an investigation to be conducted to determine if discharge is actually warranted. In any event, suspension is for a specified period and, except for exceptional circumstances, without pay.

Step 4: Discharge

If prior measures fail to correct a problem, the final step in the progressive discipline procedure is termination. If the supervisor is satisfied that discharge is appropriate, and the Superintendent or his/her designee concur, discharge should be initiated. The circumstances that led to the decision to discharge the employee should be documented by the supervisor.



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363 Termination

In certain circumstances, BOSS will choose to an "At Will" employer and as such an employee may be terminated without cause. Whether an employee is "at will," or, serving under a contract that requires cause for termination, listed below are some reasons which may result in an employee being terminated. This list is not intended to contain all possible reasons for termination.

- Theft or dishonesty;
- Intentional destruction or unauthorized use of School property;
- Falsification of School Records;
- Unacceptable work performance, including irregular or tardy attendance;
- Willful violation of School policies or property;
- Unacceptable attendance record;

- Providing inappropriate assistance to students on tests;
- Threatening, harassing, assaulting or abusing any student, employee, or visitor;
- Fighting, physical violence and verbal abuse;
- Possession of firearms or explosives;
- Violation of the drug, alcohol, and/or smoking policies;
- Intoxication or use of alcohol on School property;
- Use, sale, or possession of unlawful drugs on School property;
- Sleeping on duty;
- Neglect of duty and disruption of others;
- Insubordination;
- Abuse or inappropriate access of confidential information;
- Willful violation of School safety or security regulations;
- Violation of procedures or policies of the School;
- Unequal application of procedures or policies of the school



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Buckeye Online School for Success

119 East Fifth Street East Liverpool, OH 43920 866-642-9237 / 330-385-1987 www.go2boss.com

BOSS STAFF DISMISSAL ON CONTRACT TERMINATION


Employees will be notified in writing by March 1st of the current school year if the contract for BOSS will not be renewed for the following year. (Provided BOSS receives notification from the Sponsor by this date.) If BOSS receives notice of termination from the Sponsor at any time, school officials will notify all employees in a timely manner once it is clear that another resolution cannot be reached and it will be necessary for the school to close. When appropriate, letters of recommendation will be provided for all employees, at their request, by the Director.

Disposition of Employees if Contract is Terminated

ATTACHMENT 8.3
EMPLOYEE BENEFITS

1. Description of any health or other benefits provided by the School or its operator to full-time employees of the School

NOTE: Employee benefits may be amended by the School from time to time, provided that all such amendments are provided to Sponsor in writing within five (5) business days of amendment or change.

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/ft>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (855) 333-5735 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$2,500/single or \$7,500/family for In-Network Providers. \$7,500/single or \$22,500/family for Non-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Prescription Drugs, Preventive care, Primary Care visit, Specialist visit, and Vision exam for In-Network Providers.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$7,350/single or \$14,700/family for In-Network Providers. \$22,050/single or \$44,100/family for Non-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Non-Network Transplant Services, Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, Blue Access. See www.anthem.com or call (855) 333-5735 for a list of network providers.	You pay the least if you use a provider in Preferred. You pay more if you use a provider in In-Network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral?	No.	You can see the specialist you choose without a referral.

to see a specialist?

A All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You will pay the least)	In-Network Provider (You will pay more)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Not Applicable	\$45/visit deductible does not apply	30% coinsurance	-----none-----
	Specialist visit	Not Applicable	\$90/visit deductible does not apply	30% coinsurance	-----none-----
	Preventive care/ screening/ immunization	Not Applicable	No charge	30% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Not Applicable	No charge	30% coinsurance	-----none-----
	Imaging (CT/PET scans, MRIs)	Not Applicable	0% coinsurance	30% coinsurance	-----none-----
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at http://www.anthem.com/pharmacyinformation/	Tier 1 - Typically Generic	\$15/prescription deductible does not apply (retail) and \$30/prescription deductible does not apply (home delivery)	\$25/prescription deductible does not apply (retail)	\$85/prescription or 50% whichever is greater (retail)	
	Tier 2 - Typically Preferred / Brand	\$45/prescription deductible does not apply (retail) and \$135/prescription deductible does not apply (home delivery)	\$55/prescription deductible does not apply (retail)	\$85/prescription or 50% whichever is greater (retail)	*See Prescription Drug section
	Tier 3 - Typically Non-Preferred / Specialty Drugs	\$85/prescription deductible does not apply (retail) and \$255/prescription	\$95/prescription deductible does not apply (retail)	\$85/prescription or 50% whichever is	

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdbs/fi>.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You will pay the least)	In-Network Provider (You will pay more)	Non-Network Provider (You will pay the most)	
If you have outpatient surgery		deductible does not apply (home delivery)		greater (retail)	
	Tier 4 - Typically Specialty (brand and generic)	Not Applicable	Not Applicable	Not Applicable	
	Facility fee (e.g., ambulatory surgery center)	Not Applicable	0% coinsurance	30% coinsurance	-----none-----
If you need immediate medical attention	Physician/surgeon fees	Not Applicable	0% coinsurance	30% coinsurance	-----none-----
	Emergency room care	Not Applicable	\$400/visit	Covered as In-Network	Copay waived if admitted.
	Emergency medical transportation	Not Applicable	0% coinsurance	Covered as In-Network	-----none-----
If you have a hospital stay	Urgent care	Not Applicable	\$150/visit deductible does not apply	30% coinsurance	-----none-----
	Facility fee (e.g., hospital room)	Not Applicable	0% coinsurance	30% coinsurance	Physical medicine and rehabilitation services (including day rehabilitation programs) are limited to 60 days of care regardless of the provider's network status.
	Physician/surgeon fees	Not Applicable	0% coinsurance	30% coinsurance	-----none-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit Not Applicable Other Outpatient Not Applicable	Office Visit \$45/visit deductible does not apply Other Outpatient 0% coinsurance	Office Visit 30% coinsurance Other Outpatient 30% coinsurance	Office Visit -----none----- Other Outpatient -----none-----
	Inpatient services	Not Applicable	0% coinsurance	30% coinsurance	-----none-----
	Office visits	Not Applicable	\$45/visit deductible does not apply	30% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
If you are pregnant	Childbirth/delivery professional services	Not Applicable	0% coinsurance	30% coinsurance	
	Childbirth/delivery facility	Not Applicable	0% coinsurance	30% coinsurance	

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/ft>.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You will pay the least)	In-Network Provider (You will pay more)	Non-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	services				
	Home health care	Not Applicable	0% coinsurance	30% coinsurance	100 visits/benefit period for In-Network Providers and Non-Network Providers combined. Limit does not include I.V. therapy.
	Rehabilitation services	Not Applicable	\$90/visit deductible does not apply	30% coinsurance	*See Therapy Services section
	Habilitation services	Not Applicable	0% coinsurance	30% coinsurance	
	Skilled nursing care	Not Applicable	0% coinsurance	30% coinsurance	90 day limit/benefit period for In-Network Providers and Non-Network Providers combined.
	Durable medical equipment	Not Applicable	50% coinsurance	50% coinsurance	*See <u>Durable Medical Equipment Section</u>
	Hospice services	Not Applicable	0% coinsurance	30% coinsurance	-----none-----
	Children's eye exam	Not Applicable	\$45/visit deductible does not apply	30% coinsurance	*See Vision Services section
	Children's glasses	Not Applicable	Not covered	Not covered	
	Children's dental check-up	Not Applicable	Not covered	Not covered	*See Dental Services section

Excluded Services & Other Covered Services:

<p>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</p> <ul style="list-style-type: none"> • Abortion • Cosmetic surgery • Infertility treatment • Weight loss programs 		<ul style="list-style-type: none"> • Bariatric surgery • Hearing aids • Routine foot care unless you have been diagnosed with diabetes.
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<p>Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)</p> <ul style="list-style-type: none"> • Chiropractic care 12 visits/benefit period. • Routine eye care (adult) 		<ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbstglobalcare.com • Private-duty nursing 82 visits/benefit period.
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* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdbs/fl>.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673. Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568

Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform

Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

_____ *To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/fi>.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,500
- Specialist copayment \$90
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost \$12,840

In this example, Peg would pay:

<u>Cost Sharing</u>	
Deductibles	\$2,500
Copayments	\$150
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60

The total Peg would pay is \$2,710

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,500
- Specialist copayment \$90
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost \$7,460

In this example, Joe would pay:

<u>Cost Sharing</u>	
Deductibles	\$0
Copayments	\$3,120
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$55

The total Joe would pay is \$3,175

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,500
- Specialist copayment \$90
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost \$2,010

In this example, Mia would pay:

<u>Cost Sharing</u>	
Deductibles	\$791
Copayments	\$1,830
Coinsurance	\$37
<i>What isn't covered</i>	
Limits or exclusions	\$0


The total Mia would pay is \$2,658

The plan would be responsible for the other costs of these EXAMPLE covered services.

Language Access Services:

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building, Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/fi>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary at www.healthcare.gov/sbc-glossary/ or call (855) 333-5735 to request a copy.**

Important Questions	Answers	Why This Matters:
What is the overall deductible?	<p>\$1,000/single or \$2,000/family for Network Providers. \$3,000/single or \$6,000/family for Non-Network Providers.</p>	<p>Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.</p>
Are there services covered before you meet your deductible?	<p>Yes. Preventive care, Primary Care visit, Specialist visit, and Vision exam for Network Providers.</p>	<p>This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.</p>
Are there other deductibles for specific services?	<p>No.</p>	<p>You don't have to meet deductibles for specific services.</p>
What is the out-of-pocket limit for this plan?	<p>\$3,200/single or \$6,400/family for Network Providers. \$9,600/single or \$19,200/family for Non-Network Providers.</p>	<p>The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.</p>
What is not included in the out-of-pocket limit?	<p>Non-Network Transplant Services, Premiums, balance-billing charges, and health care this plan doesn't cover. /</p>	<p>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</p>
Will you pay less if you use a network provider?	<p>Yes, Blue Access. See www.anthem.com or call (855) 333-5735 for a list of network providers.</p>	<p>You pay the least if you use a provider in Preferred. You pay more if you use a provider in Network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.</p>
Do you need a referral to see a specialist?	<p>No.</p>	<p>You can see the specialist you choose without a referral.</p>

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You will pay the least)	Network Provider (You will pay more)	Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Not Applicable	\$30/visit deductible does not apply	50% coinsurance	-----none-----
	Specialist visit	Not Applicable	\$60/visit deductible does not apply	50% coinsurance	-----none-----
	Preventive care/ screening/ immunization	Not Applicable	No charge	50% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Not Applicable	No charge	50% coinsurance	-----none-----
	Imaging (CT/PET scans, MRIs)	Not Applicable	20% coinsurance	50% coinsurance	-----none-----
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at http://www.anthem.com/pharmacyinformation/	Tier 1 - Typically Generic	\$10/prescription deductible does not apply (retail) and \$20/prescription deductible does not apply (home delivery)	\$20/prescription deductible does not apply (retail)	\$70/prescription or 50% coinsurance, whichever is greater (retail)	
	Tier 2 - Typically Preferred / Brand	\$40/prescription deductible does not apply (retail) and \$120/prescription deductible does not apply (home delivery)	\$50/prescription deductible does not apply (retail)	\$70/prescription or 50% coinsurance, whichever is greater (retail)	*See Prescription Drug section
	Tier 3 - Typically Non-Preferred / Specialty Drugs	\$70/prescription deductible does not apply (retail) and \$210/prescription deductible does not apply (home delivery)	\$80/prescription deductible does not apply (retail)	\$70/prescription or 50% coinsurance, whichever is greater (retail)	

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/fi>.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You will pay the least)	Network Provider (You will pay more)	Non-Network Provider (You will pay the most)	
If you have outpatient surgery	Tier 4 - Typically Specialty (brand and generic)	25% coinsurance up to \$350/prescription (retail) and 25% coinsurance up to \$350/prescription (home delivery)	25% coinsurance up to \$450/prescription (retail)	\$70/prescription or 50% coinsurance, whichever is greater (retail)	
	Facility fee (e.g., ambulatory surgery center) Physician/surgeon fees	Not Applicable Not Applicable	20% coinsurance 20% coinsurance	50% coinsurance 50% coinsurance	-----none----- -----none-----
If you need immediate medical attention	Emergency room care	Not Applicable	\$350/visit deductible does not apply then 20% coinsurance deductible does not apply	Covered as In-Network	Copay waived if admitted.
	Emergency medical transportation	Not Applicable	20% coinsurance	Covered as In-Network	-----none-----
	Urgent care	Not Applicable	\$75/visit deductible does not apply	50% coinsurance	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	Not Applicable	20% coinsurance	50% coinsurance	Physical medicine and rehabilitation services (including day rehabilitation programs) are limited to 60 days of care regardless of the provider's network status.
	Physician/surgeon fees	Not Applicable	20% coinsurance	50% coinsurance	-----none-----
If you need mental health, behavioral health, or substance abuse	Outpatient services	Office Visit Not Applicable Other Outpatient Not Applicable	Office Visit \$30/visit deductible does not apply Other Outpatient 20% coinsurance	Office Visit 50% coinsurance Other Outpatient 50% coinsurance	Office Visit -----none----- Other Outpatient -----none-----

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/fi>.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You will pay the least)	Network Provider (You will pay more)	Non-Network Provider (You will pay the most)	
services	Inpatient services	Not Applicable	20% coinsurance	50% coinsurance	-----none-----
	Office visits	Not Applicable	\$30/visit deductible does not apply	50% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	Not Applicable	20% coinsurance	50% coinsurance	
	Childbirth/delivery facility services	Not Applicable	20% coinsurance	50% coinsurance	
If you are pregnant	Home health care	Not Applicable	20% coinsurance	50% coinsurance	100 visits/benefit period for Network Providers and Non-Network Providers combined. Limit does not include I.V. therapy.
	Rehabilitation services	Not Applicable	\$60/visit deductible does not apply	50% coinsurance	*See Therapy Services section
	Habilitation services	Not Applicable	20% coinsurance	50% coinsurance	90 day limit/benefit period for Network Providers and Non-Network Providers combined. *See Durable Medical Equipment Section
	Skilled nursing care	Not Applicable	20% coinsurance	50% coinsurance	
	Durable medical equipment	Not Applicable	50% coinsurance	50% coinsurance	
	Hospice services	Not Applicable	20% coinsurance	50% coinsurance	-----none-----
If your child needs dental or eye care	Children's eye exam	Not Applicable	\$30/visit deductible does not apply	50% coinsurance	*See Vision Services section
	Children's glasses	Not Applicable	Not covered	Not covered	*See Dental Services section
	Children's dental check-up	Not Applicable	Not covered	Not covered	

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/fi>.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Abortion
- Cosmetic surgery
- Infertility treatment
- Weight loss programs
- Acupuncture
- Dental care (adult)
- Long- term care
- Bariatric surgery
- Hearing aids
- Routine foot care unless you have been diagnosed with diabetes.

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care 12 visits/benefit period.
- Routine eye care (adult)
- Most coverage provided outside the United States. See www.bcbsglobalcare.com
- Private-duty nursing 82 visits/benefit period.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673. Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 105568, Atlanta GA 30348-5568
Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform
Ohio Department of Insurance, 50 W. Town Street, Third Floor - Suite 300, Columbus, Ohio 43215, (800) 686-1526, (614) 644-2673

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

_____ *To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/fi>.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$1,000
- Specialist copayment \$60
- Hospital (facility) coinsurance 20%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost \$12,840

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$1,000
Copayments	\$0
Coinsurance	\$2,200
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$3,260

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$1,000
- Specialist copayment \$60
- Hospital (facility) coinsurance 20%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost \$7,460

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$2,550
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$55
The total Joe would pay is	\$2,605

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$1,000
- Specialist copayment \$60
- Hospital (facility) coinsurance 20%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost \$2,010

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$641
Copayments	\$420
Coinsurance	\$299
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,360

The plan would be responsible for the other costs of these EXAMPLE covered services.

Language Access Services:

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

ATTACHMENT 9.2
FISCAL SERVICES AGREEMENT

1. Fiscal Services Agreement, or
2. Current resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer

NOTE: A resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer must be approved by the Sponsor and submitted to the Ohio Department of Education. The resolution is only valid for one year and does not waive the requirement that the school have a designated fiscal officer.

Any changes made to a fiscal services agreement must be reported in writing to the Sponsor within five (5) business days.

**CONTRACT FOR THE EMPLOYMENT OF THE TREASURER OF
BUCKEYE ONLINE SCHOOL FOR SUCCESS**

This Contract ("Contract") is entered into on this 9th day of March, 2017, by and between the Board of Education (hereinafter called the "Board") of the Buckeye Online School for Success (hereinafter called the "School") and Roberta Shirey (hereinafter called the "Treasurer"). The Board and the Treasurer, for the consideration herein specified, agree as follows:

1. Term of Contract

The Board, in accordance with its action found in the minutes of its meeting held on March 9, 2017, hereby employs, and the Treasurer hereby accepts employment, according to Ohio Revised Code ("O.R.C.") Section 3319.01, as Treasurer of the School for a term commencing on April 1, 2017, and ending on July 31, 2018, a term of sixteen months, unless sooner terminated as provided herein.

2. Days to be Worked

- a. The Treasurer's current salary for the first four months of this contract shall remain at the same rate as the previous contract. The annual salary commencing August 1, 2017 shall be based upon one hundred seventy five (175) days during the remaining term of this Contract, which shall consist exclusively of work days. The Treasurer shall devote her full time and energies to the duties specified herein. These duties shall generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Treasurer to work during times other than normal business hours, for which she shall not receive additional compensation.
- b. A work day shall consist of eight (8) hours on days identified as a work day by the adopted school calendar in which the Treasurer is performing duties on behalf of the School within the School or in attendance at out-of-School meetings and workshops.
- c. Four (4) hours shall be considered ½ day. Except with permission of the Executive Director, work days must be accumulated in minimum four (4) hour segments. Any hours worked beyond eight (8) on a designated work day, including scheduled meetings of the Board, will not count toward hours worked on a subsequent day.
- d. If during the course of this contract the Treasurer is required to work additional time beyond the normal scope of this contract (175 days), the Executive Director shall recommend additional compensation on a daily rate equal to the number of additional days worked.

3. Professional Certificate/License

The Treasurer shall maintain and furnish to the Board evidence of her maintaining, throughout the term of this Contract, a valid and appropriate certificate/license to act as Treasurer of Schools in accordance with the laws of the State of Ohio. This Contract shall terminate automatically and without further notice or process upon the failure of the Treasurer to maintain such credentials.

4. **Duties**

The Treasurer shall perform her duties pursuant to and in accordance with the provisions and authority contained in the policies, directives, rules and regulations of the Board. The Treasurer shall also perform the duties specified in the Job Description for Treasurer. Such job description and the Board Policy are hereby incorporated in this Contract by reference as if fully set forth herein.

5. **Compensation**

a. The Board shall pay the Treasurer at the rate of Fifty Two Thousand five hundred and 00/100 Dollars (\$52,500.00), based upon the actual number of days in the term of this Contract. The salary of the Treasurer shall be paid in accordance with the payroll schedule managed by the Treasurer of the School, with all appropriate withholdings. Treasurer's per diem rate shall be calculated by dividing her total annual compensation by one hundred seventy five (175) work days per year. The Board may increase the salary of the Treasurer during the term of this Contract, but in no event shall the Treasurer's salary be reduced, unless such reduction is a part of a uniform plan affecting salaries of all employees of the School. If any adjustment in salary is made during the term of this Contract, all other provisions herein shall remain in full force and effect.

6. **Other Compensation**

The Board shall provide the Treasurer with the same fringe benefits provided to other certificated/licensed employees of the School, except as specifically provided herein. Those benefits shall include, but are not limited to:

- a. **Paid Time Off** – The Treasurer shall be entitled to the use of paid time off in the form of vacation and sick leave. Paid time off shall be five (5) days for the life of this contract in addition to any previously accumulated and carried over PTO.
- b. **Insurance** – The Treasurer shall be provided all medical insurance typically provided by the Board.
- c. **Leaves, Holidays and Non-Contracted Work Days** – The Treasurer shall be required to work the total number of days provided in this Contract. The Treasurer shall not be granted any disability leave, unpaid leaves, and other types of leave as provided to other certificated/licensed employees of the School, except to the extent otherwise provided by law. Except for paid time off or as otherwise required by law, any days taken off for holidays or non-work days shall not be paid.
- d. **Expenses** – Except to the extent otherwise expressly provided in this Contract, the Board shall reimburse the Treasurer for all actual and necessary travel and other expenses incurred in the performance of his official duties, subject to such limitations as are provided by law and the Board Policy
- e. **Severance** – The School shall not offer or pay any severance to the Treasurer upon leaving the School for any reason.
- f. **Professional Organizations** – The Board will pay for the fee associated with the Ohio Association of School Business Organization (OASBO) for the 2017-18 school year.

7. **Evaluation**

The Treasurer shall be evaluated annually in accordance with the procedures adopted by the Board. This evaluation may be considered by the Board in deciding whether to renew this Contract. Nothing in this paragraph shall prevent the Board from making the final determination regarding the renewal or nonrenewal of this Contract. The establishment of such an evaluation procedure shall not create an expectancy of continued employment.

8. **Professional Liability**

The Board agrees that it shall defend, hold harmless and indemnify the Treasurer from and against any and all demands, claims, suits, actions and legal proceedings brought against the Treasurer in her official capacity as agent and employee of the Board, provided the incident occurred while the Treasurer was acting within the scope of his employment and in the good faith belief that such conduct was lawful and in the best interest of the School.

9. **Contract Termination**

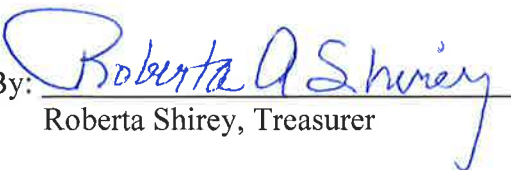
This Contract may be terminated:

- a. By mutual agreement of the parties;
- b. Upon the retirement, disability, or death of the Treasurer;
- c. in accordance with the provisions for termination found in Section 3 or Section 9 of this Contract.

10. **Complete Contract**

This document sets forth the complete agreement of the parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board. This Contract shall be construed in accordance with and under the laws of the State of Ohio.

BUCKEYE ONLINE SCHOOL
FOR SUCCESS
Approved March 9, 2017

By: 
Roberta Shirey, Treasurer

By: 
Board President

ATTACHMENT 9.3
FISCAL LICENSURE

1. Treasurer's License

NOTE: Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

STATE OF OHIO DEPARTMENT OF EDUCATION

5 Year School Treasurer School Treasurer License

Roberta Shirey

OH3124135

04/25/2015

07/01/2015 to 06/30/2020

THIS LICENSE AWARDED TO

EDUCATOR STATE ID

ISSUE DATE

EFFECTIVE DATES

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.



Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21119366

Employers may verify the validity of this credential by going to Educator Profile on the Ohio Department of Education's website at education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.

ATTACHMENT 9.4
FISCAL BOND

1. Treasurer's Bond

NOTE: Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days.

The Cincinnati Insurance Company

6200 S GILMORE RD
FAIRFIELD OH 45014-5141

Public Official Bond No. 6754968

KNOW ALL MEN BY THESE PRESENTS:

That Roberta Shirey of Buckeye Online School
of EAST LIVERPOOL State of OH (hereinafter called the Principal) and
The Cincinnati Insurance Company (hereinafter called the Surety), a corporation organized under the laws of the State of
Ohio with its principal office in the City of FAIRFIELD and the State of OH are held

and firmly bound unto State of Ohio
(hereinafter called the Obligee) in the sum of _____
Fifty Thousand and No/100 Dollars; (\$50,000.00) for the payment whereof
to the Obligee the Principal binds himself/herself, his/her heirs, executors, administrators, and assigns, and the Surety
binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 12th day of May, A.D. 2017.

Whereas the above named Principal has been duly appointed or elected to the office of School Treasurer.

Now, therefore, the condition of the foregoing obligation is such that if the Principal shall, during the period beginning on the
1st day of July, A.D. 2017, and ending on the 1st day of
July, A.D. 2018, faithfully perform such duties as may be imposed on him/her by law and
shall honestly account for all money that may come into his/her hands in his/her official capacity during such period, then
his/her obligation shall be void; otherwise, it shall remain in full force.

This Bond is executed by the Surety upon the following express conditions, which shall be conditions precedent
to the right of recovery hereunder:

First: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in writing to _____
State of Ohio and this
Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to
all terms, conditions, and provisions of this Bond, for any act or acts covered by this Bond which may have been committed
by the Principal up to the date of such cancellation; and the Surety shall, upon surrender of this Bond and its release
from all liability hereunder, refund the premium paid, less a pro rata part therefor for the time this Bond shall have been in
force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring
through or resulting from failure of, or default in payment by, any banks or depositories in which any public moneys or
funds have been deposited, or may be deposited by or placed to the credit, or under control of the Principal, whether or
not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason
of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law decision, ordi-
nance, or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect
any taxes, licenses, levies, assessments, etc., with the collection of which he/she may be chargeable by reason of his/her
election or appointment as aforesaid.

Witness:

Danielle Sheen
(as to the Principal)

Roberta Shirey of Buckeye Online School
Roberta A Shirey
Principal

The Cincinnati Insurance Company
By Jeremy R Clark
Attorney-in-Fact: Jeremy R Clark

STATE OF Ohio
COUNTY OF Columbiana

SS

Roberta Shirey of Buckeye Online School being
duly sworn, says that he/she will support the constitution of the United States and of the State of Ohio
and that he/she will faithfully, honestly, and impartially perform and discharge the duties of the office position to which
he/she has been appointed while he/she shall hold said office.

Sworn to by said Roberta Shirey of Buckeye Online School
Before me, and by him/her subscribed in my presence this 22nd
day of May, A.D. 2017
Denise L. Mac Aleese Notary Public

DENISE L. MacALEESE, Notary Public
State of Ohio
My commission expires February 17, 2020

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

6754968

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jeremy R Clark

of Boardman, OH its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States,

Eight Million and No/100 Dollars (\$8,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



STATE OF OHIO
COUNTY OF BUTLER

} ss:

THE CINCINNATI INSURANCE COMPANY

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 12th day of May 2017



Secretary

ATTACHMENT 9.5 FINANCIAL PLAN

1. Estimated school budget for every year of the contract

NOTE: The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year.

5 Year Budget

	A	B	C	D	E	F	G	H	I
1	IRN # 000417	2015	2016	2017	2018	2019	2020	2021	2022
2		Actual	Actual	Actual	Forecast	Forecast	Forecast	Forecast	Forecast
3	9/29/2017								
4	Students	974	900	782	650	650	650	650	650
5	FTE's	974	900	782	650	650	650	650	650
6									
7	Operating Receipts								
8	Foundation Basic	5,620,067	5,403,603	4,694,400	3,906,500	3,913,000	3,913,000	3,913,000	3,913,000
9	Foundation Special Ed	1,310,209	1,291,739	1,332,950	976,625	978,250	978,250	978,250	978,250
10	Charges for Services								
11	Fees 1600, 1700	12,546	68	1661					
12	Other 1800's	67,150	85,471	216,914	80,000	80,000	80,000	80,000	80,000
13	Total Operating Receipts	7,009,972	6,780,881	6,245,925	4,963,125	4,971,250	4,971,250	4,971,250	4,971,250
14									
15	Operating Disbursements								
16	1100 Regular	1,727,977	1,573,369	1,393,488	1,151,574	1,175,570	1,217,339	1,241,867	1,265,583
17	1200 Special Ed	588,283	623,413	584,938	390,269	401,141	408,029	415,678	421,115
18	2100 Sup Srv Pupils	302,499	260,549	188,198	144,927	139,177	139,177	139,177	139,177
19	2200 Sup Srv Instruct	166,468	169,963	143,297	144,219	144,219	144,219	144,219	144,219
20	2300 Board	8,750	7,125	6,250	6,000	6,000	6,000	6,000	6,000
21	2400 Administration	740,494	722,859	567,065	416,978	391,978	391,978	391,978	391,978
22	2500 Fiscal Services	59,483	60,608	62,933	83,916	83,916	83,916	83,916	83,916
23	2600 Business	92,058	67,608	54,272	33,291	33,291	33,291	33,291	33,291
24	2700 Operations & Maint	15,490	15,556	15,934	15,500	15,500	15,500	15,500	15,500
25	Grants	430,178	385,218	320,252	334,459	340,409	344,437	348,636	350,515
26	100 Salaries & Wages	4,131,680	3,886,268	3,336,627	2,721,133	2,731,201	2,783,886	2,820,262	2,851,294

	A	B	C	D	E	F	G	H	I
1	IRN # 000417	2015	2016	2017	2018	2019	2020	2021	2022
2		Actual	Actual	Actual	Forecast	Forecast	Forecast	Forecast	Forecast
27									
28	1100 Regular	1,430,227	1,055,198	781,816	862,682	1,304,222	1,528,254	1,792,355	1,796,861
29	1200 Special Ed	11,259	102,498	119,205	66,346	68,194	69,365	70,665	71,590
30	2100 Sup Srv Pupils	4,854	48,631	29,967	27,536	26,444	26,444	26,444	26,444
31	2200 Sup Srv Instruct	5,982	6,438	3,535	5,769	5,769	5,769	5,769	5,769
32	2300 Board	437	1,702	5,323	1,440	1,440	1,440	1,440	1,440
33	2400 Administration	16,210	148,893	133,570	87,565	82,315	82,315	82,315	82,315
34	2500 Fiscal Services	950	11,592	10,999	16,783	16,783	16,783	16,783	16,783
35	2600 Business	1,433	13,108	10,954	6,658	6,658	6,658	6,658	6,658
36	2700 Operations & Maint	637	3,568	20,526	3,565	3,565	3,565	3,565	3,565
37	Grants	125,319	100,208	117,871	87,653	88,506	89,554	90,645	91,134
38	200 Benefits	1,597,308	1,491,836	1,233,766	1,165,997	1,603,897	1,830,147	2,096,640	2,102,558
39									
40	1100 Regular	432,114	479,877	343,322	286,000	286,000	286,000	286,000	286,000
41	1200 Special Ed	25,062	36,714	22,033	19,500	19,500	19,500	19,500	19,500
42	2100 Sup Srv Pupils	325,650	329,470	361,725	299,000	299,000	299,000	299,000	299,000
43	2200 Sup Srv Instruct	95,777	91,979	78,815	47,756	50,144	52,651	55,283	58,047
44	2300 Board	0	267	70					
45	2400 Administration	397,674	546,060	418,866	346,263	346,425	346,425	346,425	346,425
46	2500 Fiscal Services	99,045	4,005	57,923	3,300	3,300	3,300	3,300	3,300
47	2600 Business	15,302	19,843	9,701	8,450	8,450	8,450	8,450	8,450
48	2700 Operations & Maint	125,006	122,349	118,336	120,703	123,117	125,579	128,091	130,653
49	2900 Central Services	14,432	14,984	30,718	16,025	16,185	16,347	16,511	16,676
50	3200 Community		2174	84					
51	Grants	135,502	78,621	113,779	23,098	155,137	155,137	155,137	155,137
52	400 Purchased Services	1,665,564	1,726,343	1,555,372	1,170,094	1,307,258	1,312,389	1,317,697	1,323,188

	A	B	C	D	E	F	G	H	I
1	IRN # 000417	2015	2016	2017	2018	2019	2020	2021	2022
2		Actual	Actual	Actual	Forecast	Forecast	Forecast	Forecast	Forecast
53									
54	1100 Regular	251,622	269,167	219,607	182,000	182,000	182,000	182,000	182,000
55	Computers				100,000	100,000	100,000	100,000	100,000
56	1200 Special Ed	17,994	19,028	7,773	7,280	7,280	7,280	7,280	7,280
57	2100 Sup Srv Pupils	82	2867	1,399	0	0	0	0	0
58	2200 Sup Srv Instruct	35,904	24,748	17,903	14,950	14,950	14,950	14,950	14,950
59	2300 Board								
60	2400 Administration	9,075	6,315	4,047	4,550	4,550	4,550	4,550	4,550
61	2500 Fiscal Services								
62	2600 Business		113						
63	2700 Operations & Maint	4,338	5,886	4,704	4,845	4,990	5,140	5,294	5,453
64	Grants	52,059	6,985	26,166	2,883	13,050	13,050	13,050	13,050
65	500 Supplies & Materials	371,074	335,109	281,599	316,508	326,820	326,970	327,124	327,283
66									
67	1100 Regular	116,180	0	0	0	0			
68	1200 Special Ed								
69	2100 Sup Srv Pupils								
70	2200 Sup Srv Instruct								
71	2300 Board								
72	2400 Administration	0	0	0					
73	2500 Fiscal Services								
74	2600 Business								
75	2700 Operations & Maint			24223					
76	2900 Central Services								
77	3200 Community	18,939							
78	Grants	2,794							
79	600 Capital Outlay -New	137,913	0	24,223	0	0	0	0	0

	A	B	C	D	E	F	G	H	I
1	IRN # 000417	2015	2016	2017	2018	2019	2020	2021	2022
2		Actual	Actual	Actual	Forecast	Forecast	Forecast	Forecast	Forecast
80									
81	1100 Regular								
82	1200 Special Ed								
83	2100 Sup Srv Pupils								
84	2200 Sup Srv Instruct								
85	2300 Board								
86	2400 Administration								
87	2500 Fiscal Services								
88	2600 Business								
89	2700 Operations & Maint								
90	2900 Central Services								
91	3200 Community								
92	700 Capital Outlay-Replace								
93									
94	1100 Regular	546							
95	1200 Special Ed		1500						
96	2100 Sup Srv Pupils								
97	2200 Sup Srv Instruct								
98	2300 Board								
99	2400 Administration	4,795	18,676	20,041	24,049	28,859	34,631	41,557	49,868
100	2500 Fiscal Services	1,448	3,709	3,299	3,365	3,432	3,501	3,571	3,642
101	2600 Business	37,547	38,673	15,402	17,096	18,977	21,064	23,381	25,953
102	2700 Operations & Maint			1,683					
103	2900 Central Services								
104	3200 Community								
105	Grants			758					
106	800 Other	44,336	62,558	41,183	44,510	51,268	59,196	68,509	79,464
107									
108	Total Operating Disburse	7,947,875	7,502,114	6,472,770	5,418,243	6,020,444	6,312,588	6,630,232	6,683,787
109									
110	Surplus/Deficit	-937,903	-721,233	-226,845	-455,118	-1,049,194	-1,341,338	-1,658,982	-1,712,537

ATTACHMENT 10.1

LIABILITY INSURANCE

1. Declarations page(s) showing:
 - a. General liability insurance (at least \$1 million per occurrence and \$3 million in aggregate)
 - b. Excess or umbrella policy extending coverage as primary coverage for at least \$5 million
 - c. Directors and officers liability and errors and omissions coverage (at least \$1 million per occurrence, not claims-made coverage)
 - d. Property insurance

NOTE: Insurance coverage must be for School, Governing Authority, its Directors, Officers, and employees. The coverage must also include Sponsor as additional insured on its general liability and directors and officers liability policies. The School must have a policy in place to notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to or cancellation of the coverage above.

Previous Policy Number
S 1833833

Policy Number
S 1833833

COMMERCIAL LIABILITY COVERAGE DECLARATION

Policy Effective Date: MARCH 8, 2018 Coverage Effective Date: MARCH 8, 2018
Business of Named Insured: CYBER SCHOOL

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

Coverage Limits

COMMERCIAL GENERAL LIABILITY

General Aggregate Limit (Other Than Products-Completed Operations)	\$3,000,000
Products-Completed Operations -- Aggregate Limit	\$3,000,000
Personal and Advertising -- Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit -- Any One Premises	\$1,000,000
Medical Expense Limit -- Any One Person	\$10,000

Commercial Liability Premium (s)

Classification	Class Code	Premium Basis	Rates		Advanced Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
SCHOOLS GENERAL LIABILITY EXTENSION COVERAGE					\$267.00	
OHIO STOP GAP	31062	100,000	.051		\$51.00	
LOCATION #002 BUILDING #001						
SCHOOLS PRIVATE ELEM OTHER THAN NOT FOR (T-509)	47475	800 (T36)	4.019	INCL.	\$3,215.00	INCL.
BUILDINGS PREM OCCUP EMPL OTHER TH (T-509)	61224	32,000 (A)	36.091	INCL.	\$1,155.00	INCL.
Minimum Premium	\$213.00	\$.00	Total Premium	\$4,688.00	\$.00	

Premium and Rate Legend

Location of all premises you own, rent, or control: Refer to "Schedule of Locations"

(T36) Schools - rate per pupil
(A) Area - rate per 1000 square feet

This Schedule lists all your premises, operations and other exposures, as they exist as of the coverage effective date.

Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	Total Advance Premium \$4,688.00 (This premium may be subject to adjustment.)
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Regulatory Office
 Dept: Regulatory
 505 Eagleview Blvd., Suite 100
 Exton, PA 19341-1120
 (800) 688-1840

INSURANCE COMPANY PROVIDING COVERAGE: Indian Harbor Insurance Company

**EDUCATORS LEGAL LIABILITY AND EMPLOYMENT PRACTICES LIABILITY
 INSURANCE DECLARATIONS**

POLICY NUMBER: ELL0951870 RENEWAL OF: New

NOTICES

SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DEFENSE EXPENSES ARE GENERALLY PAID IN ADDITION TO THE LIMITS OF LIABILITY; EXCEPT THAT FOR SPECIFIC CLAIMS UNDER INSURING AGREEMENT A.1.b. THE APPLICABLE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES.

PLEASE READ AND REVIEW THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.

Item 1. **NAMED INSURED:**
 Buckeye On-Line School for Success

ADDRESS:
 119 E. 5th Street
 East Liverpool, OH 43920

Item 2. **POLICY PERIOD:** (a) Inception Date: 01/06/2018 (b) Expiration Date: 01/06/2019
 (12:01 A.M. Standard Time at the Address Stated in Item 1.)

Item 3. **LIMITS OF LIABILITY:**

(a) **Educators Legal Liability**
 \$ 2,000,000 **Company's** maximum Limit of Liability for all **Loss** from each **Claim** under **INSURING AGREEMENT A.1.a.**; or for **Loss** and **Defense Expenses** from each **Claim** under **INSURING AGREEMENT A.1.b.**

(b) **Employment Practices Liability and Third Party Liability**
 \$ 2,000,000 **Company's** maximum Limit of Liability for all **Loss** from each **Claim** under **INSURING AGREEMENT A.2.**

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.

- (c) Policy Aggregate
 \$ 2,000,000 **Company's** maximum aggregate Limit of Liability for all **Loss** from all **Claims** under **INSURING AGREEMENT A.1.a.** and **INSURING AGREEMENT A.2.**, and for all **Loss** and **Defense Expenses** from all **Claims** under **INSURING AGREEMENT A.1.b.**
- (d) Reimbursement of Defense Expenses
 \$ 50,000 **Company's** maximum Limit of Liability for all **Defense Expenses** from each **Claim** under **INSURING AGREEMENT A.3.**
- (e) Reimbursement of Defense Expenses Aggregate
 \$ 100,000 **Company's** maximum Limit of Liability for all **Defense Expenses** from all **Claims** under **INSURING AGREEMENT A.3.**

Item 4. RETENTIONS

- (a) \$ 5,000 each and every **Claim** under **INSURING AGREEMENT A.1.**
- (b) \$ 10,000 each and every **Claim** under **INSURING AGREEMENT A.2.**
- (c) \$ 5,000 each and every **Claim** under **INSURING AGREEMENT A.3**

Item 5. NOTICES REQUIRED TO BE GIVEN TO THE **COMPANY** MUST BE ADDRESSED TO:

XL Catlin
 Attention: Denese Davis
 14643 Dallas Parkway, Ste 770
 Dallas, TX 75254

Phone: 972.383.7186
 Fax: 972.383.7177
 Email: proclaimnewnotices@xlgroup.com

Item 6. POLICY PREMIUM:	\$10,988.00
Policy Fee	\$245.00

Total Policy Premium:	\$11,233.00
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Item 7. RETROACTIVE DATE: 12/10/2011

Item 8. ENDORSEMENTS ATTACHED AT POLICY ISSUANCE: REFER TO PGU 2002 04 17

Item 9. PRODUCER NAME: Professional Governmental Underwriters, Inc.
ADDRESS: 9020 Stony Point Parkway, Suite 455
CITY, STATE, ZIP: Richmond, VA 23235

**THESE DECLARATIONS, THE POLICY FORM, ANY ENDORSEMENTS AND THE APPLICATION
CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED RELATING TO
THIS INSURANCE.**

12/29/2017

Date



Authorized Representative



LLOYD'S

Insurance effected through:
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

This is to Certify that in accordance with the authorization granted under the Contract (the unique market reference number which is specified in the Declarations page) to the undersigned by certain Underwriters at Lloyd's (whose names and the proportions underwritten by them are shown in this Policy) and in consideration of the premium, the said Underwriters are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The subscribing Insurers' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to be 'AR Hoz'.

Authorized Official

Please examine this Document carefully. If it does not meet your needs, please return it immediately. In all communications the Policy Number appearing in line one of the Declarations page should be quoted.

DECLARATIONS

POLICY NUMBER: TRS-PNL-243-088

UNIQUE MARKET REFERENCES: B1161LS12017

THE INSURED: BUCKEYE ON-LINE SCHOOL FOR SUCCESS

ADDRESS: 119 E. 5th Street
East Liverpool, OH 43920
UNITED STATES

THE UNDERWRITERS: Underwritten by certain underwriters at Lloyd's, broken down as follows:

In respect of Insuring Clauses: 1 - 6

PEM 4000	15.00000%
ENH 5151	15.00000%
BRT 2987	12.12500%
XLC 2003	12.12500%
NVA 2007	11.00000%
AMA 1200	8.00000%
MKL 3000	5.00000%
CHN 2015	5.00000%
CGM 2488	5.00000%
NAV 1221	5.00000%
LIB 4472	2.50000%
EVE 2786	1.50000%
AES 1225	1.37500%
RNR 1458	1.37500%

THE INCEPTION DATE: 00:01 Local Standard Time on 06 Jan 2018

THE EXPIRY DATE: 00:01 Local Standard Time on 06 Jan 2019

TOTAL PAYABLE: USD2,125.00

Broken down as follows:

Premium: USD2,050.00

Policy Admin Fee: USD75.00

BUSINESS OPERATIONS: Other Schools and Instruction [6116]

CHOICE OF LAW: Oh

SERVICE OF SUIT: Mendes & Mount LLP
750 7th Avenue
New York
NY10019-9399

LEGAL ACTION: Worldwide

TERRITORIAL SCOPE: Worldwide

US CLASSIFICATION: Surplus Lines

SURPLUS LINES BROKER: Tennant Risk Services(42303)
124 Lasalle Road
West Hartford, CT 6107
UNITED STATES

REPUTATIONAL HARM PERIOD: 12 months

INDEMNITY PERIOD: 12 months

TIME RETENTION: 8 hours

CONTINUITY DATE: 06 Jan 2016

OPTIONAL EXTENDED REPORTING PERIOD: 12 months

APPROVED CLAIMS PANEL PROVIDERS: Wilson Elser
Context Security
Kivu Consulting
CrowdStrike
DOSArrest
Mullen Coughlin
Clyde & Co

CYBER INCIDENT MANAGER: CFC Underwriting Limited

CYBER INCIDENT RESPONSE LINE: In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1 844-677-4155 or email cyberclaims@cfcunderwriting.com

WORDING: Cyber, Private Enterprise (US) v2.1

ENDORSEMENTS: U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE
SUBCONTRACTOR EXTENSION CLAUSE
STATEMENT OF FACT

THE INSURANCE HEREBY EVIDENCED IS WRITTEN BY AN APPROVED NON-LICENSED INSURER IN THE STATE OF OHIO AND IS NOT COVERED IN CASE OF INSOLVENCY BY THE OHIO INSURANCE GUARANTY ASSOCIATION.

Previous Policy Number
S 1833833

Policy Number
S 1833833

COMMERCIAL PROPERTY COVERAGE DECLARATION

Policy Effective Date: MARCH 8, 2018 Coverage Effective Date: MARCH 8, 2018

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule

Coverage — Scheduled Locations

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Cause of Loss	Coins	Deductible	Valuation	Inflation Guard
2	1	BUILDING	\$4,174,724	SPECIAL	90%	\$1,000	RC	
2	1	BPP INCL STOCK	\$418,623	SPECIAL	90%	\$1,000	RC	

Coverage — Blanket Locations

Prem. No.	Bldg. No.	Coverage	Rating Value	Covered Cause of Loss	Coins	Deductible	Valuation	Inflation Guard	Blanket ID #

Business Income

Prem. No.	Bldg. No.	Coverage Type	Limit of Insurance	BI Waiting Period (hrs)	Coins	Monthly Limit of Indemnity	Max Period of Indemnity	Extended Period of Indemnity	Blanket ID #
2	1	BI INCLUDING RV	\$550,000	72	100%				
2	1	BI INCLUDING RV	\$30,000	72		1/3			

Blanket Coverage

Blanket ID #	Blanket Group	Total Blanket Limit

Extra Expense

Prem. No.	Bldg. No.	Limit of Insurance	Monthly Limitation	Prem. No.	Bldg. No.	Limit	Monthly Limitation

Forms and Endorsements:

Refer to "Commercial Policy Forms and Endorsement Schedule"

Premium Amount
\$4,347.00
(This premium may be subject to adjustment)

ATTACHMENT 11.6

PERFORMANCE ACCOUNTABILITY FRAMEWORK

The Sponsor is responsible to provide monitoring, oversight, and technical assistance to the community schools that it sponsors. This attachment describes a comprehensive performance accountability and compliance monitoring system, and it provides the information that will be used in making rigorous and standards-based renewal, revocation, and intervention decisions. At the core of these decisions, the Sponsor considers the well-being and interests of the students served by the community school.

This attachment includes (a) the framework by which ESCLEW will assess the performance of the School, (b) the interventions and technical assistance that ESCLEW may utilize, and (c) the academic and non-academic performance goals of the School.

A. Performance Assessment

The Performance Assessment details several items that the Sponsor will review in its oversight of the School as part of its normal oversight or through a high stakes review. The Sponsor will conduct a high stakes review of the school upon renewal, and at least every five years, and may conduct additional reviews at any other point that the Sponsor deems necessary, at its discretion. If an issue arises or is discovered, the Sponsor will utilize targeted intervention(s) listed under section B below, including any technical assistance necessary to assist the School.

Overview – Areas of Assessment

- Mission and Vision Statements
- Governance
- Fiscal or Financial Matters
- Operations, Recordkeeping, Reporting, and Data
- Special Education and Other Diverse Learning Needs
- Academics

Mission and Vision Statements

- Clear and specific mission statement
- Relevant and compelling vision statement
- Evidence of progress in meeting mission and vision
- Evidence of mission-driven decision-making in policies, curriculum, and programming

Governance

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)
- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes
- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

Fiscal or Financial Matters

- Timely submission of financial documentation to Sponsor, including:
 - Balance sheet – statement of financial position
 - Income statement – statement of activities
 - Monthly budget to actual, including all revenue sources
 - Monthly separated grants reporting
 - Monthly enrollment reports
- Red flag financial concerns: significant changes in enrollment, significant changes in policy environment, loss of a particular revenue stream, facility changes, significant turnover in leadership
- Timely payment on all loans/debts
- Financial audit, including timely follow-up on findings and/or material non-compliance
- Solid business plan and clear evidence of capacity to carry out plan
- Sound management and competence in understanding of proper use of public funds
- Grounded in professional standards for sound financial operations and sustainability
- Consistency of financial reporting at governing authority meetings
- Other finance related compliance reports

Operations, Record-Keeping, Reporting, and Data

- Fair treatment, non-selective, and non-discriminatory access in admissions
- Fair and consistent treatment in discipline, with a focus on positive behavioral intervention supports
- Timely and accurate reporting to state data systems
- Appropriate attendance record-keeping and addressing excessive flagging
- Timely response to sponsor requests on interventions and routine compliance follow-ups
- Compliance with public records law, including trained public records officer
- Annual report with clear and accurate performance data

Special Education and Other Diverse Learning Needs

- Appropriate services for all students
- Appropriate access, education, support services and outcomes for students with special education and other diverse learning needs, including English language learners, migrant, and homeless students
- Compliance with policies and procedures for identification, evaluation, and referral of students with disabilities under IDEA and Section 504
- Compliance with all state and federal timelines and reporting requirements
- Proper due process notifications
- Appropriate discipline administration and discipline training for staff, including restraint, seclusion, and positive behavioral intervention supports

If the School has a majority of students with special needs, the School is expected to provide a learning environment that accomplishes the goals of these students in a manner superior to others. The Sponsor expects to see evidence of success for the special education population that exceeds progress in other environments, with methods that are innovative and effective in order to produce such success.

Academics

The School should be prepared to assess every measure listed below, and every component of every measure by data, in order to enhance targeted assistance. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017. The School understands that, every year, additional measures and components may be added and graded and that an overall grade will be calculated starting in Fiscal Year 2018.

- **Achievement** represents whether student performance on state tests meets established thresholds and how well students performed on tests overall. Achievement includes the Performance Index, which assesses the achievement of every student and assigns points for each level of achievement. The Achievement measure also includes Performance Indicators. The indicators show how many students have a proficient

level of knowledge. Schools “meet” an indicator when a designated percentage of students score proficient or higher. Anything below a “C” grade will require targeted assistance.

- **Progress** represents the growth that students are making based on their past performances. The “Value-Added” measures include All Students, Gifted Students, Students in the Lowest 20% of Statewide Achievement, and Students with Disabilities. Anything below a “C” grade will require targeted assistance.
- **Gap Closing** measures how well schools are meeting performance expectations for vulnerable populations of students in English language arts, math, and graduation rates, by measuring each group against the collective performance of all students in Ohio. Anything below a “C” grade will require targeted assistance.
- **Graduation Rate** measures the percentage of students who successfully finish high school in four or five years. Anything below a “C” grade will require targeted assistance.
- **K-3 Literacy** measures how successful schools are at getting struggling readers on track to proficiency by the end of third grade. Anything below a “C” grade will require targeted assistance.
- **Prepared for Success** measures whether graduates are prepared for college and/or career opportunities. Prepared for Success measures preparedness by looking at College Admission Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate participation and scores. Anything below a “C” grade will require targeted assistance.
- **Other Measures of Academic Success**, including:
 - Other assessments conducted by school (NWEA, etc.)
 - Ohio Improvement Process
 - Assessments and interventions required by Third Grade Reading Guarantee
 - Incorporation of Common Core analytic understanding
 - Mission-specific performance measures of academic success
 - Comparison of student performance data with data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
 - Post-secondary readiness, if applicable

B. Technical Assistance, Interventions, and Statutory Consequences

The technical assistance and interventions listed below provide guidance and notice for the types of intervention that the Sponsor may take if the School fails to perform satisfactorily in the areas reviewed as through the performance assessment framework or if the School does not meet its contract goals. The Sponsor will make attempts to both streamline and customize interventions based on the School’s operational structure and mission. The interventions may occur as part of a Corrective Action Plan or independently.

Many of the interventions listed below require the Sponsor to provide technical assistance. The Sponsor has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies. All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies, or cures imposed by Sponsor may be, but are not limited to the following:

Mission and Vision Statements Interventions

- Sponsor technical assistance in strategies to achieve the School’s mission, which may include aspects of culture, parent satisfaction, or other visions stated in the Contract, curriculum, or programming
- Sponsor assessment of leadership with the Board or the administration and mutual plan to correct weaknesses in meeting mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at School’s cost.
- Leadership training in area of desired goals and why they are not being reached or how to reach them more effectively, at School’s cost
- Other tailored interventions based on the specific circumstances

Governance Interventions

- Sponsor technical assistance
- Targeted technical assistance in procedure, minutes, motions, notices, or similar governance matters
- Workout session held by Sponsor
- Recommendations of Sponsor to be followed by Board as to dysfunctions and options for resolving them
- Review and required changes of Code of Regulation, governance policies, or other rules or practices affecting governance
- Clear guidance written into policy and adherence to guidance, as to roles and responsibilities
- Required replacement of absenteeism or members hampering business or quorum
- Required agreement of Board to dismiss board member or officer violating policy, law, procedure, rules, the Code, or other customary good governance precepts
- Training using trainer suggested by or acceptable to Sponsor, at School's cost
- Other tailored interventions based on the specific circumstances

Fiscal or Financial Matters Interventions

- Sponsor technical assistance
- Enhanced and more accurate financial reports required, such as additional financial documentation, debt-to-asset ratios, cash flow analyses, requirements of debt to service coverage ratios, enrollment variances and withdrawal frequencies, requirements of minimum unrestricted cash, and increased transparency enhancements for analytical purposes
- Compliance plans for recurring or material findings
- Contingency plans addressing potential funding shortfalls or other disruptive events
- Finance committee or finance expert on the board
- Pre-audit exercise with qualified Treasurer consultant, at the School's cost.
- Independent training, at the School's cost
- Other tailored interventions based on the specific circumstances

Special Education and Other Diverse Learning Needs Interventions

- Sponsor technical assistance, including but not limited to Sponsor audit of files
- Legal review of practices and procedures targeted to issues discovered, at School's cost
- State audit of files and State training, at School's cost (if any cost required)
- Training, at the School's cost
- Independent Audit, at the School's cost
- Other tailored interventions based on the specific circumstances

Academic Interventions

- Corrective Action Plan
- Sponsor technical assistance
- Targeted intervention by the Sponsor as defined below
 - Face to face meetings and increased reporting to Sponsor on progress
 - Checklists, plans to cure, and periodic data reporting
 - Revisions to the Ohio Improvement Plan
 - Required academic or professional assistance
 - Parent Engagement to support students in academics, attendance, and curriculum
 - Curriculum Mapping
 - Study of Ohio's New Learning Standards and or the Next Generation of Assessments in Ohio
 - OTEs and OPES evaluations of staff
 - Required training on the Ohio report card indicators or components
 - Targeted coaching, at the School's cost
 - Targeted tutoring before or after school and/or weekends, at the School's cost

Corrective Action Plans and Targeted Intervention

Designation on the Ohio Local Report Card of a D or F in any measure, or any relative weakness in a component or measure, will trigger targeted intervention. The first step of that intervention will be the School's submission of all data which make up the measure, or components of that measure, and which components have caused the grade of a D or F. The School must list each component with all proof of accurate data to support it, and the School must report quarterly on academic data for measures and components identified as weaknesses.

ESCLEW will require the School to develop a Corrective Action Plan (CAP) if the School fails to meet contract goals under section C of this Attachment, has historically low achievement in any area or measure, or if there are sudden negative changes in any area or measure. ESCLEW will work with the School to develop the CAP and will utilize other appropriate entities or resources, as it deems necessary.

All academic interventions outlined in the CAP require a thorough understanding of weaknesses, based on data derived from assessment tools selected in conjunction with the Sponsor, a thorough understanding of in which measure and which component within a measure the weakness occurs, and a targeted plan to cure that particular weakness or those weaknesses.

Once the CAP is in place, it will be monitored monthly by the Sponsor to assess the School's progress toward meeting the goals. Should the School fail to make adequate or appropriate progress, the plan may be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

Renewal and Non-Renewal

A non-renewal may occur in accordance with any cause allowed by R.C. Chapter 3314 or the Contract. In making renewal decisions, the Sponsor will assess the School's academic performance and progress, as well as its non-academic goals, in conjunction with the information provided with the School's renewal application and through the Sponsor's high stakes review. Failure to meet contract goals or appropriately address required interventions or corrective action may result in non-renewal or probationary one-year contract term.

Currently, schools in which a majority of the enrolled students are children with disabilities receiving special education and related services are exempt from statutory closure on the basis of academic performance. However, the Sponsor may non-renew or otherwise discipline a special education status school if it fails to meet its goals.

Comments on Statutory Consequences

Probation, which may lead to suspension, may be used for any cause allowed by the Ohio Revised Code, including but not limited to:

- Untimely submissions or lack of cooperation in submissions required by the State or the Sponsor for two or more times per year, or for over five business days
- Lack of compliance with laws or the Contract
- Failure to achieve academic goals, as listed in the Performance Accountability Framework
- Any fiscal matter of any level of risk
- Governance, administrative, or minor financial issues that can be adequately corrected by a Plan to Cure acceptable to Sponsor
- Potential or actual ethics or conflicts violations

Suspension, which may lead to termination, is more likely to be used for matters such as, but not limited to:

- Health or safety matters
- Consistent failure to achieve academic goals, despite corrective action plans and technical assistance
- Money owed to the State or its agencies, vendors, or the Sponsor that is delinquent, overextended, or may or does render insolvency
- Inability to make payroll
- Undisclosed debt or obligations

- Lack of accuracy in or misrepresentation, cheating, or fraud in any reporting figures, data, or testing results that is not corrected within timeframes allowed by law or which create financial, reputational, governance or academic risk
- Other matters of noncompliance, the magnitude or risk of which may be assessed by Sponsor as good cause or allowed by the Code
- Uncorrected or actual ethics or conflict violations
- Inability to meet, or lack of progress in meeting, the terms of the Contract, the laws, rules, regulations or requirements, or the reasonable requests of Sponsor geared to correct deficiencies as cited in a probation notice or corresponding corrective action plan

Termination of the Contract will occur if the School fails to develop a corrective action plan or fails to comply with or remedy the problems cited in the corrective action plan developed with the Sponsor as part of a suspension.

Permanent closure under R.C. 3314.35 or 3314.351 will occur under the following circumstances:

- For schools with grades no higher than 3, for two of the past three years, the school has either been in academic emergency, received an F in improving literacy in grades K-3, or received an overall F.
- For schools with grades 4-8, but no higher than 9, for two of the past three years, the school has either been in academic emergency and not met value-added growth, received an F for the performance index score and an F for value-added progress, or received an overall F and an F for value-added progress.
- For schools with grades 10-12 that are not drop-out recovery schools, for two of the past three years, the school has either been in academic emergency, received an F for the performance index score and not met AMOs, or has received an overall F and an F for value-added progress
- For drop-out recovery and prevention program schools, for two of the past three years and beginning on July 1, 2014, the school received a designation of “does not meet standards.”

C. School-Specific Performance Goals and Measures

This section of Attachment 11.6 provides the academic and non-academic goals and performance measures by which the Sponsor will evaluate the School. Goals must be specific, targeted, measurable, and rigorous. The goals must include a level or rate of increase, and they must include subgroup targets. The School recognizes that these goals may be revised if the make-up of the School (grades served, etc.) significantly changes or if the standards by which the School is judged by the State change. Schools should include goals for each year of the Contract or up to three years. If a School has a contract length longer than three years, a goal evaluation will be performed after three years, and the School acknowledges that it will re-assess goals at that time, if not sooner.

The Sponsor will review the School’s progress toward performance goals during site visits and through data submission on a periodic basis throughout the school year. From time to time, the Sponsor may request evidence or other documentation showing progress or efforts toward attaining contract goals. If progress is not evident or if it is insufficient, the Sponsor may, at its discretion, require additional targeted assistance or intervention. If a particular goal is no longer applicable or realistic, the Sponsor may request that the School submit revised goals by which the School will be judged in renewal or termination decisions. The School agrees to submit such revised goals no later than three weeks after the Sponsor’s request.



Performance Accountability Framework Attachment 11.6

School Name	Buckeye Online School for Success
School IRN	000417
Building Principal/Director	Andrea Dobbins, Principal/Donald Thompson, Director
Management Company	
Contract Dates with the ESC of Lake Erie West	
Start Date: July 1, 2018	End Date: June 30, 2021
<p>School Mission: The Buckeye Online School for Success is dedicated to educating all students in its diverse population by offering academic choices to meet their individual needs. Our school is committed to preparing lifelong learners and productive citizens through collaboration with staff, families, and communities utilizing cutting edge technology.</p>	

A.01	ACADEMIC PERFORMANCE STANDARD	Achievement: Indicators Met
<p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them.</p> <p>The Indicators Met measure represents student performance on state tests. This measure is based on a series of up to 24 state tests that record the percent of students proficient or higher in a grade and subject. Schools and districts also are evaluated on the gifted indicator, giving them up to 25 possible indicators.</p> <p>Goals set for this standard should address 1.) The expected numeric increase; and 2.) at least one targeted grade or content area.</p>		

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	6	2 (point in HS Government, and ELA)	4 (add at least one additional point in grade band 3-5, and grade band 9-12)	8
ACTUAL	0			
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
<p>BOSS will place emphasis on students scoring limited and basic and progress them toward the next designation on state tests. 57% of BOSS students scored in the Basic or Limited range in 2016-2017. BOSS would like to decrease that number to 45% for 2017-2018.</p> <p>Teachers will continue to focus on analysis of student data. Teachers will produce a list of students scoring in each category along with a plan for student growth within the TBTs. Our quarterly diagnostic assessments will be utilized to monitor growth and to make adjustments to instruction as necessary. Based on the 16-17 LRC, we feel that targeting the areas of High School Government, and ELA are appropriate. Teachers have re-organized their curriculum maps to better address tested standards. They have also created study guides, aligned to the standards and released testing materials and have made these items available to students both in class and on our test prep webpage.</p>

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:
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THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

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A.02	ACADEMIC PERFORMANCE STANDARD	Achievement: Performance Index
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The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them. The **Performance Index** measures the achievement of every student, not just whether or not he or she reaches “proficient.” Districts and schools receive points for every student’s level of achievement. The higher the student’s level, the more points the school earns toward its index. This rewards schools and districts that improve the performance of all students.

Goals set for this standard should address 1.) The number of total PI points earned; and 2.) “Movement” (identified in at least two categories) of students scoring Advanced, Accelerated, Proficient, Basic or Limited on at least one of Ohio’s State Tests.

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	58.9%	66 out of 120 55%	70 out of 120 58%	85 out of 120 70%
ACTUAL	64.7 out of 120 53.9%			
RATING (completed by sponsor)				*Goals in this column will only address the PI score.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

BOSS will place emphasis on students scoring limited and basic and progress them toward the next designation on state tests. 57% of BOSS students scored in the Basic or Limited range in 2016-2017. BOSS would like to decrease that number to 45% for 2017-2018. In addition, BOSS will strive to increase student participation in state testing. We will decrease 4.2% untested to 2.5% or less untested.

Teachers will continue to focus on analysis of student data. Teachers will produce a list of students scoring in each category along with a plan for student growth within the TBTs. Our quarterly diagnostic assessments will be utilized to monitor growth and to make adjustments to instruction as necessary. By the end of our current contract the goal will be to move into the overall C range on the LRC.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly	1 point: Below Goal	2 points: Progressing	3 points: Meets Goal	4 points: Exceeds Goal
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Below Goal		Towards Goal		

PERFORMANCE SUMMARY:
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.03	ACADEMIC PERFORMANCE STANDARD	Progress
<p>The Progress component looks closely at the growth that all students are making based on their past performances. There are four measures within the component: progress for all students; progress for gifted students; progress for students with disabilities; and progress for students whose academic performance is in the lowest 20 percent of students statewide. The state examines students' state tests through a series of calculations to produce a "value-added" rating for each of the four groups listed.</p> <p>Goals for this standard should address 1.) The overall letter grade; 2.) The overall percentage; 3.) Growth (identified as a percentage) for at least one of the individual measures listed above.</p>		

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	C	Overall Index-D (-3.0) Lowest 20%- C (1.0) SWD- C (-1.0)	Overall Index-D (-2.0) Lowest 20%- C (1.5) SWD- C (0.30)	Overall Index-D (-1.0) Lowest 20%- C (2.0) SWD- C (1.0)
ACTUAL	F (overall index -3.81) SWD -1.97 Lowest 20% 0.32 C			
RATING (completed by sponsor)				*Goals in this column will only address the Overall Percentage.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY																		
<p>BOSS will increase or exceed 25% of the math and reading scores for students in the subcategory "students with disabilities" one proficiency level in all tested grades. By targeting students with disabilities the overall progress score should increase. Our teachers have focused on differentiation, student engagement, and increased communication with students, parents and all stakeholders. We are also utilizing and monitoring progress through our quarterly i-ready diagnostic assessments. We have also made staff schedule adjustments to allow more communication between the intervention specialists and the general education teachers. By the end of the contract period BOSS hopes to maintain a C with an overall index of (-1.0).</p>																		
<table border="1"> <thead> <tr> <th colspan="3">Ohio School Report Card Value-Added Measures</th> </tr> <tr> <th>Accountability Measure</th> <th>Index</th> <th>Letter Grade</th> </tr> </thead> <tbody> <tr> <td>Overall</td> <td>-3.81</td> <td>F</td> </tr> <tr> <td>Gifted</td> <td></td> <td></td> </tr> <tr> <td>Lowest 20%</td> <td>0.32</td> <td>C</td> </tr> <tr> <td>Students with Disabilities</td> <td>-1.97</td> <td>D</td> </tr> </tbody> </table>	Ohio School Report Card Value-Added Measures			Accountability Measure	Index	Letter Grade	Overall	-3.81	F	Gifted			Lowest 20%	0.32	C	Students with Disabilities	-1.97	D
Ohio School Report Card Value-Added Measures																		
Accountability Measure	Index	Letter Grade																
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Gifted																		
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THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

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A.04	ACADEMIC PERFORMANCE STANDARD	Gap Closing
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Schools must close the gaps that exist in the achievement between groups of students that may be based on income, race, ethnicity or disability. This component shows how well schools are meeting performance expectations for our most vulnerable students in English language arts, math and graduation. It compares the academic performance of nine student groups against the performance of a 10th group; all students in Ohio.

Goals for this standard should address 1.) The component score; and 2.) At least one targeted area (reading, math or graduation rate).

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	30% F	15% F	20% F	25% F
ACTUAL	10.3% F			
RATING (completed by sponsor)				*Goals in this column will only address the Overall Percentage.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Given our transient student population, this is a challenge for our district. However, we have set a goal to continue to grow in the area of AMO each year of our contract. We plan to focus on Math and reading primarily targeting students with disabilities. BOSS will close the gap in math and reading by 10% for students in the subcategory "students with disabilities". Our teachers have focused on differentiation, student engagement, and increased communication with students, parents and all stakeholders. We are also utilizing and monitoring progress through our quarterly i-ready diagnostic assessments. We have also made staff schedule adjustments to allow more communication between the intervention specialists and the general education teachers.

Annual Measurable Objectives

Annual Measurable Objectives (AMOs) compare the performance of student groups to a state goal which is displayed as the red line in the following charts. These charts show how well each group that goal in ELA, math and graduation – and emphasize any achievement gaps that exist between groups. The ultimate goal is for all groups to achieve at high levels.

F

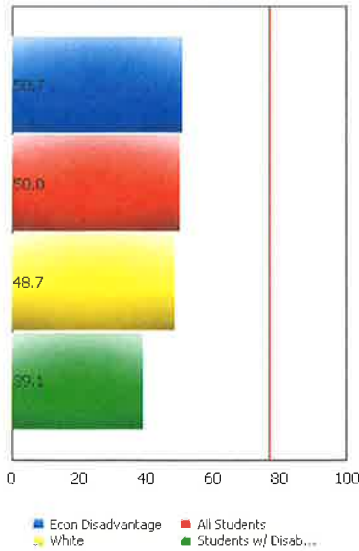
AMO Points



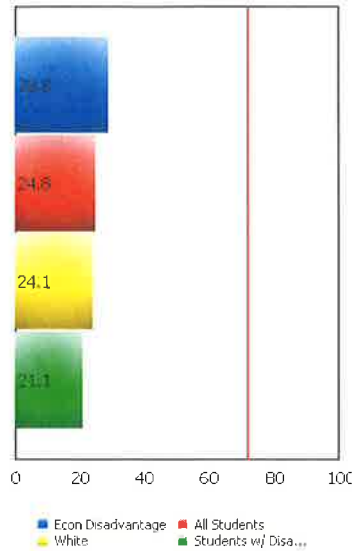
10.3%

- A = 90.0 - 100.0%
- B = 80.0 - 89.9%
- C = 70.0 - 79.9%
- D = 60.0 - 69.9%
- F = 0.0 - 59.9%

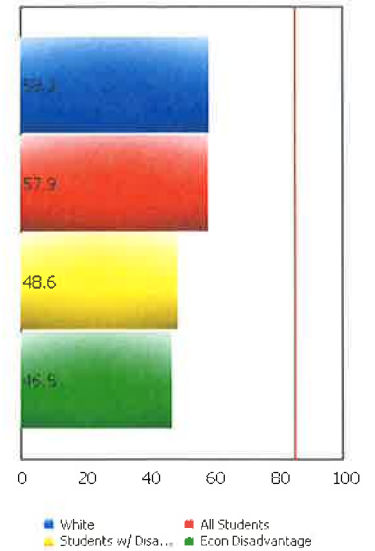
English Language Arts



Math



Graduation Rate



THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.05	ACADEMIC PERFORMANCE STANDARD	K-3 Literacy
<p>Reading is the foundation for all learning. That is why it is critical to fund and address reading issues for a student as early as possible. K-3 Literacy looks at how successful the school is at getting struggling readers on track to proficiency in third grade and beyond.</p> <p>The measure and component relate to Ohio's Third Grade Reading Guarantee, which aims to make sure that all students are reading at grade level by the end of third grade. The guarantee drives attention to students from kindergarten through third grade who are struggling readers and makes sure they get the help they need to succeed in reading. Districts and schools are expected to diagnose reading issues, create individualized reading improvement and monitoring plans, and provide intensive reading interventions.</p> <p>Goals for this standard should address 1.) The component grade; and 2.) At least one measurable, targeted strategy aimed at improving student reading scores.</p>		

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	43.1% C	45% C	47% C	50% B
ACTUAL	Not Rated K-3 Literacy was not calculated for this school because there were not enough students to evaluate			
RATING (completed by sponsor)				*Goals in this column will only address the Component Grade

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
<p>K-3 Literacy Increase Performance Rate Strategies:</p> <p>In order to increase the K-3 students' reading level, we will focus on improving classroom differentiation through interactive lessons that utilize the three principles of UDL; multiple means of engagement, expression, and representation. We will also focus on aligning all lessons and graded materials to the Common Core State Standards. Finally, we will implement data track binders that monitor our supplemental programs and class assessment tools to determine if students are showing growth throughout the year.</p>

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

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SUMMARY RATING FOR THIS STANDARD:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

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A.06	ACADEMIC PERFORMANCE STANDARD	Graduation Rate
<p>The Graduation Rate Component Grade is determined in the following manner: 60% - the letter grade for the four year graduation rate and 40%- the letter grade for the five-year graduation rate.</p> <p>The Four-Year Graduation Rate includes as graduates only those students who earn diplomas within four years of entering ninth grade for the first time. The Five-Year Graduation Rate includes those students who graduate within five years of entering ninth grade for the first time.</p> <p>Goals set for this standard should address 1.) The overall component letter grade; and 2.) The overall component percentage.</p>		

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	4 Year 52% F 5 Year 52% F	4 Year 58% F 5 Year 55% F	4 Year 60% F 5 Year 57% F	4 Year 62% F 5 Year 59% F
ACTUAL	4 Year 57.9% F 5 Year 54.8% F			
RATING (completed by sponsor)				*Goals in this column will only address the overall component percentage.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Since the introduction of building level principals in 2012-2013, our graduation rate has incrementally grown from 4 year 43.7% to the current 4 year 57.9%. Again, given the transient student population at BOSS we graduate far more students than are ever calculated into our report card data. We take great pride in addressing the roadblocks that prevent many of the students that enroll with us from reaching their graduation

requirements within a 4 year period. We have implemented homeroom periods to help monitor and guide students' overall academic progress and increased communication. We have adjusted attendance expectations and requirements and have held and will continue to hold all students to a higher standard. We will continue to monitor progress and adjust schedules, staffing, and policies accordingly to continue making progress toward a higher overall component score.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

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A.07	ACADEMIC PERFORMANCE STANDARD	Prepared for Success
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The Prepared for Success component looks at how well prepared Ohio's students are for all post-secondary opportunities. Using multiple measures for college and career readiness enables districts to showcase their unique approaches to prepare students for success after high school.

A Prepared for Success letter grade is based on how well the students performed on these three measures: ACT or SAT remediation-free scores; An Honors Diploma; or Earning twelve points through an industry-recognized credential or group of credentials in one of 13 high-demand career fields. "Bonus" points are potentially earned by students for meeting additional criteria associated with Advanced Placement scores, International Baccalaureate credits, or College Credit Plus credits.

Goals for this standard should include 1.) The letter grade for the component score; 2.) The overall percentage of the component score; and 3.) A specific strategy to show growth in one or more of these six measures.

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	13.6% F	10% F	12% F	14% F
ACTUAL	8.7% F			
RATING (completed by sponsor)				*Goals in this column will only address the overall component percentage.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Our plan to make incremental increases will be to focus on the area of ACT participation. During the 2016-2017 School year we had 20.9% participate in the ACT. This year we had 82.3% of our junior class participate in the state administration of the ACT. We are continuing to promote ACT prep skills in ELA and Math courses. We have provided ACT prep materials and strategies on our school test prep page. I believe that these concerted efforts will result in growth by the end of the contract period.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal
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PERFORMANCE SUMMARY:
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.08	ACADEMIC PERFORMANCE STANDARD	Other Academic Measure
<p>Schools must identify a nationally recognized assessment utilized to gather data regarding academic progress. Although many assessments are available, one that has been recognized as reliable and valid by the education community is recommended. Assessments may be given as a full battery, or sub-tests may be chosen for this standard.</p> <p>Goals set for this standard should include a brief description of the assessment and the increase being expected.</p>		

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021																																																																																										
GOAL	<table border="1"> <thead> <tr> <th colspan="3">MATH</th> </tr> <tr> <th>Grade</th> <th>% Change Goal</th> <th>Q1</th> </tr> </thead> <tbody> <tr><td>K</td><td>42%</td><td>70%</td></tr> <tr><td>1</td><td>37%</td><td>25%</td></tr> <tr><td>2</td><td>18%</td><td>27%</td></tr> <tr><td>3</td><td>25%</td><td>29%</td></tr> <tr><td>4</td><td>10%</td><td>18%</td></tr> <tr><td>5</td><td>11%</td><td>22%</td></tr> <tr><td>6</td><td>2%</td><td>19%</td></tr> <tr><td>7</td><td>13%</td><td>24%</td></tr> <tr><td>8</td><td>6%</td><td>19%</td></tr> <tr><td>9</td><td>3%</td><td>37%</td></tr> <tr><td>10</td><td>7%</td><td>19%</td></tr> <tr><td>11</td><td>5%</td><td>3%</td></tr> <tr><td>12</td><td>0%</td><td>13%</td></tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="3">READING</th> </tr> <tr> <th>Grade</th> <th>% Change Goal</th> <th>Q1</th> </tr> </thead> <tbody> <tr><td>K</td><td>28%</td><td>78%</td></tr> <tr><td>1</td><td>34%</td><td>14%</td></tr> <tr><td>2</td><td>10%</td><td>42%</td></tr> <tr><td>3</td><td>13%</td><td>65%</td></tr> <tr><td>4</td><td>15%</td><td>41%</td></tr> <tr><td>5</td><td>12%</td><td>26%</td></tr> <tr><td>6</td><td>2%</td><td>35%</td></tr> <tr><td>7</td><td>13%</td><td>50%</td></tr> <tr><td>8</td><td>4%</td><td>42%</td></tr> <tr><td>9</td><td>1%</td><td>42%</td></tr> <tr><td>10</td><td>2%</td><td>28%</td></tr> <tr><td>11</td><td>0%</td><td>23%</td></tr> <tr><td>12</td><td>0%</td><td>46%</td></tr> </tbody> </table>	MATH			Grade	% Change Goal	Q1	K	42%	70%	1	37%	25%	2	18%	27%	3	25%	29%	4	10%	18%	5	11%	22%	6	2%	19%	7	13%	24%	8	6%	19%	9	3%	37%	10	7%	19%	11	5%	3%	12	0%	13%	READING			Grade	% Change Goal	Q1	K	28%	78%	1	34%	14%	2	10%	42%	3	13%	65%	4	15%	41%	5	12%	26%	6	2%	35%	7	13%	50%	8	4%	42%	9	1%	42%	10	2%	28%	11	0%	23%	12	0%	46%	K-12 students at or above grade level Math: 30% Reading: 35%	K-12 students at or above grade level Math: 35% Reading: 40%	K-12 students at or above grade level Math: 40% Reading: 45%
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	Grade	% Change Goal	Q1	Q4	% Change
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	1	24%	14%	57%	23%
	2	10%	42%	83%	73%
	3	13%	65%	76%	63%
	4	15%	41%	55%	40%
	5	12%	26%	43%	31%
	6	2%	35%	44%	42%
	7	13%	50%	46%	33%
	8	8%	22%	48%	60%
	9	1%	42%	50%	59%
	10	2%	33%	34%	32%
	11	0%	23%	33%	33%
	12	0%	45%	46%	0%

RATING (completed by sponsor)				
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DESCRIPTION OF MEASURE AND MONITORING STRATEGY

BOSS will use the i-Ready diagnostic quarterly to measure growth in Reading and Math for all students in grades k-12. According to the curriculum associates website “i-Ready was built for the Common Core. It provides the data-driven insights that classroom teachers and school and district administrators need to determine exactly where to focus their instructional time to ensure all students are on track to meet these more rigorous expectations and to succeed on the accompanying assessments.” Our plan for improvement will be the increased emphasis on participation, utilization of the program’s built in instructional and remediation pieces, as well as differentiation, interventions and supports from the classroom teachers. We will also continue to focus collectively of all students k-12 performing at or above grade level. This assessment program provides a very good correlation to state tests and will be a great tool to utilize to monitor growth.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.09	ACADEMIC PERFORMANCE STANDARD	Comparative Data from Similar Schools
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In order to evaluate performance data for a given school, it is often useful to consider how similar schools compare in the same components. ODE utilizes a method referencing six criteria to determine a “similar school” for local comprehensive districts. Because of the unique nature of Community Schools, “similar schools” should be comparable in ADM, percent poverty, and percent minority students. In determining “similar schools”, this can be any two schools within the state that are comparable in one of the areas to your school, this may include one or both being schools within the same management company.

Goals in this area should: 1.) Include the verbiage: “performing at rates higher than or equal to”; 2.) Identify at least two “similar” schools; 3.) Address at least one of the following areas as reported on the LRC: Performance Index, Progress, Gap Closing, K-3 Literacy Rate, or Graduation Rate.

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	N/A	#1 Below	#2 Below	#3 Below
ACTUAL	N/A			
RATING (completed by sponsor)				

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Name of School	Enrollment	% Poverty	% minority	% SWD	Perf. Index Score 2016/2017	Progress 2016/2017	Gap Closing 2016/2017	K-3 Literacy Rate 2016-2017	Graduation Rate 2016-2017
Buckeye Online School for Success	742	39.7	14.6	21.8	59.9% D	F Overall, D SWD, C Lowest 20%	10.3% F	Not Rated	57.9% 4 Year F, 54.8% 5 Year F
Quaker Digital Academy	678	49.6	13.5	10.7	54.5% D	F Overall, F SWD, F Lowest 20%	3.1% F	Not Rated	41.9% 4 Year F, 38.2% 5 Year F
Wellsville School District	822	84.6	12.4	18.2	68.9% D	F Overall, F SWD, C Lowest 20%	36.9% F	52.2% B	86.8% 4 Year C, 93% 5 Year B

#1 BOSS will perform at rates higher than or equal to Wellsville School District under the progress component in the area of “Students with Disabilities”

#2 BOSS will perform at rates higher than or equal to Quaker Digital in Performance Index.

#3 BOSS will perform at rates higher than or equal to Quaker Digital in both 4 year and 5 year Graduation Rate.

BOSS will meet or exceed these goals by closely monitoring progress and strategies listed along with each LRC component detailed throughout this document.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

<p>SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.</p>
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0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

NA.01	NON-ACADEMIC PERFORMANCE STANDARD	Mission Specific Goal
<p>The mission statement is unique to the school and determines what makes the school stand out from other schools.</p> <p>The Mission of the school is: The Buckeye Online School for Success is dedicated to educating all students in its diverse population by offering academic choices to meet their individual needs. Our school is committed to preparing lifelong learners and productive citizens through collaboration with staff, families, and communities utilizing cutting edge technology.</p> <p>Goals set for this standard should address a specific area from the school's mission statement. Examples could include Character education, student behavior, STEM focus, College preparatory.</p>		

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	BOSS will implement a quarterly district diagnostic to all students grades K-12. BOSS will look to increase student participation rate each year by 5% per school each year. Goal: 75% student participation k-12	80%	85%	90%
ACTUAL	76%			
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
BOSS will implement a quarterly district diagnostic to all students grades K-12. BOSS will look to increase student participation rate each year by 5% per school each year. We will monitor and support this goal by increased communication throughout all staff members, district wide one-calls for students/parents to keep them informed. Teachers will continue to build supports and strategies based off of assessment results within the classroom to make the test data more meaningful for the students. With these strategies in place we are confident that 90% or higher will be participating in the quarter diagnostics before the end of the current contract.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

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NA.02	NON-ACADEMIC PERFORMANCE STANDARD	Attendance
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The Ohio Department of Education historically has ranked schools as proficient with a year ending attendance percentage of 93%.

The **Attendance rate** is measured by "Student Attendance Rate" means the ratio of the number of enrolled students actually in attendance (Aggregate Attendance) for a Full Academic Year to the number of enrolled students (Aggregate Membership) for that school year. (OAC 3301-18-01). This number is expressed as a percentage.

Goals set for this standard should address 1.) Increasing student attendance to the proficiency rate of 93% or higher; and 2.) Identify strategies in which the school will work to accomplish this goal. (Strategies may include; increasing family involvement through activities at the school, implement student attendance incentive programs, create a peer mentoring system for students, etc.

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	87.4	91%	92%	93%
ACTUAL	90.1			
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
<p>As measured on the LRC our goal is to meet or exceed 93% attendance by the end of the contract period.</p> <p>BOSS will continue to monitor attendance in a variety of manners to engage students and encourage participation in all academic classes.</p> <p>BOSS will explore attendance based incentive programs to implement in the upcoming school year.</p> <p>BOSS will continue to develop and improve the AIT plan as required by House Bill 410.</p> <p>BOSS will continue to develop and improve technology used to capture click data and engagement within our virtual platform.</p>

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:
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THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

NA.03	NON-ACADEMIC PERFORMANCE STANDARD	Parent Satisfaction
<p>Parent/caregivers are key stakeholders in the success of Community Schools.</p> <p>The Parent Satisfaction increases communication and soliciting feedback from parents is key to making programming changes within the school in order to create an atmosphere where all students are growing academically.</p> <p>Goals set for this standard should address what form of feedback will the school solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) and identify what the school will do with the feedback received.</p>		

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	50% Parent 65% Student 85% Staff	55% Parent 70% Students 90% Staff Participation	60% Parent 75% Students 95% Staff Participation	65% Parent 80% Students 98% Staff Participation
ACTUAL	Not Completed			
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

We will devise and implement a fall and spring parent, student, and staff Satisfaction survey. This will be implemented and monitored both through or State and Federal Programs coordinator as well as the BLT. Our goal is to promote participation in the survey so we can yield the most accurate results as possible.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.

MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

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SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

NA.04	NON-ACADEMIC PERFORMANCE STANDARD	Governing Board Performance
<p>All community schools are required to comply with all rules and regulations regarding a Governing Board.</p> <p>The Governing Board Performance is the expectation that the Governing Board will take on roles and responsibilities in order to complete the work efficiently and effectively.</p> <p>Goals set for this standard should address the ability of the individual members and/or combined entity increasing the efficiency and/or effectiveness of the board. This could include; professional development, attendance rates at meetings, attendance rate at school functions as well as interaction with key stakeholders of the community school.</p>		

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	3 out of 5 Board Members will attend the graduation ceremony 100% will pursue 2 professional development opportunities	3 out of 5 Board Members will attend the graduation ceremony 100% will pursue 2 professional development opportunities	4 out of 5 Board Members will attend the graduation ceremony 100% will pursue 2 professional development opportunities	5 out of 5 Board Members will attend the graduation ceremony 100% will pursue 2 professional development opportunities
ACTUAL	1 out of 5 Board members attended the ceremony 100% met the professional development requirement			
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
<p>Board Members will attend the graduation ceremony as representatives of BOSS in the community.</p> <p>Board Members will pursue 2 professional development opportunities relevant to their role on the board per year</p>

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL	PROGRESS BEING

		ASSISTANCE PROVIDED	MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

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NA.05	NON-ACADEMIC PERFORMANCE STANDARD	Organizational/Operational
<p>All community schools are required to submit a variety of documents in Epicenter yearly.</p> <p>The Organizational /Operational contract must include a performance framework that defines your schools expected organizational/operational outcomes with clear, measurable and inclusive targets.</p> <p>Goals set for this standard should address the on-time and accuracy of compliance submissions within Epicenter.</p>		

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	N/A	On-time 98% Accuracy 95%	On-time 99% Accuracy 96%	On-time 100% Accuracy 97%
ACTUAL	N/A			
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
<p>BOSS will maintain a 99% ontime rating for Epicenter submissions for the 2018-2019 school year. BOSS will maintain a 96% accuracy rating for Epicenter submissions for the 2018-2019 school year.</p> <p>This will be monitored by tracking the on time and accuracy of monthly submissions throughout the year.</p> <p>The administration will create a monitoring calendar for which a designated staff member will be responsible for the submission upload and will be reviewed each month by ESCLEW.</p>

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:				
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.				
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

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PERFORMANCE SUMMARY:
THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

NA.06	NON-ACADEMIC PERFORMANCE STANDARD	Financial Performance and Sustainability
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All community schools are required to submit evidence of the financial performance and sustainability of the school to the sponsor.

The **Financial Performance and Sustainability** framework that defines your schools expected financial outcomes with clear, measurable and inclusive targets.

Goals set for this standard should address the financial performance and sustainability with specific annual and over-the-contract-term metrics and targets. (audits, debt, building ownership, enrollment, or cash balance)

	2016/17	2017/18	2018/19	Contract End Date: June 30, 2021
GOAL	Clean Audit with no more than 5 recommendations 25 Days Cash on Hand	Clean Audit with 4 or less recommendations 60 Days Cash on Hand	Clean Audit with 3 or less recommendations 65 Days Cash on Hand	Clean Audit with 2 or less recommendations 65 Days Cash on Hand
ACTUAL	N/A. Audit will be conducted 2017-2018 School Year 67 Days Cash on Hand- Met			
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
We will measure our financial performance by earning clean state audits with recommendations only an no findings.
We will measure our financial sustainability through maintaining average monthly cash.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.			
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)

SUMMARY RATING FOR THIS STANDARD:
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THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

PERFORMANCE SUMMARY:

THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

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