



OHVA Board of Trustees Meeting

June 21, 2022

Our Approach: Student-centric, Innovative

Our People: Passionate, Engaged

Our Students: Inspired, Empowered, Educated

1. Meeting called to order by President Stephen Vasquez at 2:01 PM.

2. **Roll Call/Guests:**

	Board Members	Present	Absent	Time of Arrival After Call to Order
1	Kelly Arndt – Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2	Adam Davenport – Board Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3	Patricia Humbert – Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4	Susan Lippens – Board Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5	Ben Lochbihler – Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6	Gina Lopez – Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7	Jacob Moeller – Board Treasurer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2:04
8	Matt Norton – Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2:03
9	Tiaunna Richardson – Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10	Stephen Vasquez – Board President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11	Jennifer Wise – Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12	OCCS Ex-Officio Representative – Kristin Katakis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Also in attendance were: K12 Senior Head of School, Dr. Kristin Stewart; K12 Director of Academics Kyle Wilkinson; K12 School Treasurer and OHVA Designated Fiscal Officer Dawn Cummings; K12 Sr. Operations Manager Emily Rogers; K12 Human Resources Manager Carole Arman; K12 Manager of School Compliance and Ops Tiffany Porter; K12 Special Programs Director Johna McClure; OHVA Legal Counsel Renisa Dorner and Emilie Vassar, and members of K12 Administrative Team.

3. **Approval of Minutes of the Regular Meeting of May 17, 2022**

Mr. Davenport moved to approve the minutes as written; Ms. Richardson seconded; and all in attendance voted in favor.

Mr. Norton entered the meeting.

Mr. Vasquez reported he attended the graduation ceremony in Columbus, which went well with approximately 500 students attending. Dr. Stewart indicated the A/C malfunctioned during the ceremony and OHVA expects to receive some funds back from the venue as a result.

Mr. Moeller entered the meeting.



4. Operations

a. Head of School Report

Dr. Stewart presented a 6-page Head of School report showing enrollment at 15,174 with 17% special education. Enrollment for next year is as expected. She shared that, in addition to high school graduation, the school had recently celebrated middle school promotion and kindergarten recognition. She reported that the end of the year professional development went well. Approximately 750 people attended 121 sessions on a diverse range of topics. She also reported the school was prepared to send out bonuses and communicate merit increases to employees at the end of June.

b. Academic Report

i. Rock and Roll Academy

Motion I: Resolution regarding Rock and Roll Academy Contract

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the Master Services Agreement and the Master Services Agreement Exhibit Statement of Work, both of which are attached hereto, regarding Rock and Roll Academy for the 2022/2023 school year. It is understood that the cost for this program will be covered by a new grant from the Ohio Council of Community Schools. Further resolving and per the recommendation of the Head of School, the OHVA Board authorizes the Head of School to execute these two documents on behalf of Ohio Virtual Academy. It is understood Kyle Wilkinson will be the primary individual responsible for carrying out this contract and the associated scope of work on behalf of OHVA.

Discussion: Mr. Wilkinson reported approximately 1000 families had responded to a survey regarding interest in Rock and Roll Academy and shared the results. Mr. Wilkinson and Dr. Stewart shared that OCCS had expressed willingness to offer grant funding or other financial assistance for the program. In response to questions, Mr. Wilkinson explained the program would be a year-long after-school program with 126 seats initially, and that the school would maintain a waitlist after seats are filled. Mr. Vasquez requested the school provide statistics on program participation at the February meeting. Mr. Davenport recommended the school look into the Belinstrumental program for students who could not afford musical instruments.

Moved: Norton	Seconded: Wise	Vote: Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Richardson	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Wise	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

Ms. Dorner introduced new OHVA counsel Emilie Vassar.



ii. School Nurse Job Description

Motion IV: Resolution regarding School Nurse Job Description

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the School Nurse Job Description, a copy of which is attached hereto, as recommended by the Head of School.

Discussion: Dr. Stewart explained the need to include a school nurse position with OHVA as the employer. The position will be funded by student wellness and success funds, which should be assured for at least the next few years. She explained the role was critical to assist with Section 504 plans, immunization tracking, health science pathway, and in face-to-face settings. Mr. Norton asked whether immunizations were required even when students were not in congregate settings, and Dr. Stewart clarified that the requirements applied to all public schools.

Moved: Lippens	Seconded: Moeller	Vote: Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Richardson	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Wise	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

iii. Other

Mr. Wilkinson presented a 14-page academic report showing 1031 students graduated in the 2021-22 school year to date, and another 81 seniors were anticipated to graduate in the summer. He reported the school had an 83% internal graduation rate. In response to a question from Mr. Davenport, Mr. Wilkinson stated that 81-84% was typical. Mr. Wilkinson provided a snapshot of grade level data for each grade and provided an overview of data reviewed by grade-level teams and how the data is used. He also shared a recap of CTE student data, noting most students in pathway courses passed at higher rates.

Dr. Stewart and Mr. Wilkinson shared the completion of the 98 page OHVA playbook, which provides a breakdown of OHVA operations. OHVA was the first in the nation to submit this document to Stride and were told the playbook should be a standard for others.

Mr. Wilkinson shared that they have begun conducting school safety training with administration, which will be useful during testing and face-to-face outings. The training is funded with PD funds and is conducted through the Educator’s School Safety Network. They will begin training the rest of the staff in August.



c. Special Programs Report

Ms. McClure shared that the special programs successfully collaborated at PD. She shared a book, “EL Voices,” which was put together by the EL students and shared each student’s story.

d. Operations Report

i. Residency Verification Update

Ms. Rogers reported that 13,552 addresses were processed through Verimove in May with 397 forwarding addresses being identified. She reported that OHVA administration was in the process of following up on the flagged addresses.

5. Finance

a. Bank Reconciliation

Motion II: Resolution regarding filing of the bank reconciliation

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the filing of the bank reconciliation for the month of May as recommended by the School Treasurer and reviewed by the Audit and Financial Oversight Committee.

Discussion: Mr. Moeller confirmed he had an opportunity to review the bank reconciliations for May 2022 and they appeared appropriate.

Moved: Moeller	Seconded: Lochbihler	Vote: Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Richardson	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Wise	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

b. Review of FY22 Budget

Ms. Cummings reviewed the FY22 budget showing a deficit of \$801,950. She noted that there had been little movement on enrollment, but that the budget reflected a decrease in revenue because some funds had been moved to FY23. She also noted a decrease in teacher expenditures because the school did not utilize special education contractors as anticipated. She reported the school was maintaining a good cash flow, above required levels. Ms. Cummings reported that OHVA would be distributing bonus payments of approximately \$1.1 million in June, as well as merit increases, which will increase expenditures by approximately \$790,000. In response to a question from Mr. Norton, Dr. Stewart provided metrics for bonus and increase determinations.



c. Fiscal Year 2023 Budget

Motion III: Resolution regarding OHVA Fiscal Year 2023 Budget

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the Fiscal Year 2023 Budget (copy attached hereto) as recommended by the School Treasurer and reviewed by the Audit and Financial Oversight Committee.

Discussion: Ms. Cummings reviewed the proposed budget, which had previously been presented at the May board meeting.

Moved: Wise	Seconded: Lochbihler	Vote: Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Richardson	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Wise	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

6. Personnel/Staff Development

a. Amendment to Employment Agreements

Motion V: Resolution regarding Employment Agreements

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the following amendments to the OHVA Employment Agreements for designated staff for the 2022-2023 school year:

1. Designated staff are not expected to engage in contractual duties until August 3, 2022 when they are required to report for work at that time.
2. Designated staff shall be permitted to begin Summer Recess on June 9, 2023, so long as all job duties have been successfully completed.

The Head of School shall determine the “designated staff” covered by these changes, but generally it is expected to apply to teachers and teaching staff. The Head of School or designee shall promptly notify all designated staff regarding this contractual change.

Discussion: Dr. Stewart indicated they were working to identify staff perks in lieu of salary increases. Staff responded positively to the tentative proposal of providing additional time by moving start and end dates by a total of seven days. Dr. Stewart noted this timing is in line with public schools. Ms. Wise noted this proposal made sense, provided the staff could complete all necessary work within the remaining time. Mr. Davenport clarified that this would be a one-year trial initially. Ms. Dorner noted that OHVA could amend employment agreements and/or the school calendar in future if the Board chose to continue this practice. She also clarified that the resolution provided Dr. Stewart flexibility in the event certain staff were needed for additional time, by allowing this benefit to apply to “designated” staff.

Moved: Davenport	Seconded: Richardson	Vote: Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
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Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Richardson	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Wise	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

7. Compliance

a. OCCS Report

Ms. Katakis noted that opening assurances were due by August 1, and that OCCS would be working with OHVA administration in July to complete them. She also reminded the Board of the eSchool Convocation set for August 5 in Columbus. Ms. Katakis also presented OCCS’s program enrichment grant based on FTE in the amount of \$255,000. Mr. Norton requested a rundown of how the grant would be used at the next board meeting.

b. Semi-Annual Bullying and Harassment Report

Dr. Stewart reported there had been no reports of bullying or harassment.

c. Annual Meeting Date

Motion VI: Resolution regarding Annual Meeting

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby resolves that the Annual Meeting will be held on August 16, 2022 as recommended by the Head of School.

Discussion: Ms. Dorner clarified the annual meeting was typically held as the first meeting of the year, and that the Board would approve meeting dates for the remainder of the school year at that meeting.

Moved: Norton	Seconded: Moeller	Vote: Davenport	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Humbert	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lippens	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Lochbihler	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Moeller	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Norton	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Richardson	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Vasquez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Wise	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>

8. Other Updates

Ms. Dorner informed the Board of a recent court decision that may necessitate a change in committee structure to ensure compliance with Ohio’s Open Meetings Law. Ms. Dorner responded to questions from several board members regarding the scope of open meetings law and how it applied to different types of communications between board members. Mr. Vasquez asked Ms. Lippens to take the lead on working with counsel to make recommendations on any necessary changes. He also recommended that the committees



discontinue meeting until the Board made a determination regarding appropriate structure at the August board meeting. Mr. Vasquez requested Dr. Stewart include an agenda item at the August meeting on this topic.

9. Upcoming Event Dates and Communications

a. Board – ANNUAL MEETING – August 16, 2022

Having no further business, Mr. Vasquez adjourned the meeting at 3:49 p.m.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement"), effective as of the ~~18th~~ day of ~~May~~, 20~~22~~ ("Effective Date") is entered into by and between ~~Stride, Inc., ("Stride") a Delaware corporation~~ Ohio Virtual Academy, having its principal place of business at ~~2300 Corporate Park Drive, Herndon, Virginia, 20171~~ 1690 Woodlands Drive, Suite 200, Maumee, OH 43537; and ~~Rock and Roll Academy ("Contractor") a Colorado Corporation~~ having a principal place of business at ~~200 San Miguel River/Lawson Hill, Telluride, CO 81435~~ with taxing identification as set forth below or in the W9 or applicable tax withholding document provided by Contractor.

~~{NOTICE: As of June 1, 2022, Stride, Inc. will relocate to 11720 Plaza America Drive, 9th Floor, Reston, VA 20190}~~

WHEREAS, Contractor is being engaged on a limited basis by ~~Stride~~ Ohio Virtual Academy as an independent contractor to provide the special services, as described in Statements of Work ("SOWs"), appended to and incorporated into this Agreement, for the limited term specified in the applicable SOW.

WHEREAS, Contractor's contact at ~~Stride~~ Ohio Virtual Academy will be ~~Kyle Wilkinson~~ at e-mail: ~~kywilkinson@k12.com~~, or phone: ~~(419) 482-0948 ext. 5138~~.

WHEREAS, Contractor's contact details are ~~Mark Galbo~~ at email: ~~mark@rockandrollacademy.com~~ or phone: ~~(970) 708-1140~~.

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NOW THEREFORE, For the consideration provided for herein, the parties agree to the following:

- Services:** Contractor shall provide ~~Stride~~ Ohio Virtual Academy with the services defined in SOWs ("Services") issued pursuant to this Agreement. In connection with the Services, Contractor will provide the work product ("Deliverables") defined in the SOW. Deliverables will be provided in accordance with the delivery schedule and pricing in the applicable SOW. Performance is not required to be rendered on ~~Stride~~ Ohio Virtual Academy premises, unless specifically stated in the SOW.
- Compensation for Services:** For the Services and Deliverables, ~~Stride~~ Ohio Virtual Academy shall compensate Contractor the fixed not to exceed amounts provided in the applicable SOW. The payment schedule shall be provided in the SOW, however, in the absence of a payment schedule, Contractor shall invoice ~~Stride~~ Ohio Virtual Academy on a monthly basis (in arrears) and be paid net 45 days after receipt of the applicable undisputed invoice. Invoices shall be addressed to ~~Stride~~ Ohio Virtual Academy to the address in the opening paragraph of this Agreement ~~and or sent via email sent via fax 703-483-7333 to erogers@k12.com, Attention: Accounts Payable or via email: accounts payable@k12.com~~. The compensation provided for herein constitutes full consideration for the Services and Deliverables. All payments made hereunder will be made to Contractor with the tax number herein to the address in the invoice (or if none, then as in the opening paragraph).
- Expenses:** It is Contractor's responsibility to pay for all expenses associated with this Agreement, unless specifically agreed to in writing by ~~Stride~~ Ohio Virtual Academy. If any costs and expenses are to be paid by ~~Stride~~ Ohio Virtual Academy, as approved in writing, Contractor will invoice ~~Stride~~ Ohio Virtual Academy for all reimbursable expenses as a separate line item detailing the applicable expenses and providing back-up as necessary. During the term of this Agreement and for a reasonable period thereafter, Contractor may be required to present receipts in a form satisfactory to ~~Stride~~ Ohio Virtual Academy to corroborate such expenses. Contractor is expected to use Contractor's own equipment, supplies and tools unless specifically agreed or stated otherwise.

4. Acceptance: The Services and Deliverables must be acceptable to StrideOhio Virtual Academy from the standpoint of overall quality, specifications and format of delivery provided for in this Agreement and the SOW. StrideOhio Virtual Academy may change the Deliverables and/or hire others to do so to ensure that they are satisfactory to StrideOhio Virtual Academy. Although StrideOhio Virtual Academy will provide necessary information or materials to Contractor, it is Contractor's responsibility to obtain adequate information or materials to perform the Services and provide the Deliverable and to inform StrideOhio Virtual Academy if Contractor does not have adequate information or materials. It is understood that Contractor may be required to make corrections or rework the final Deliverables at Contractor's expense if errors are made by Contractor in using adequate information or materials. Should inadequate information or materials be supplied to Contractor by StrideOhio Virtual Academy or should StrideOhio Virtual Academy request changes that are out of Contractor's original scope of work, additional compensation will be made if changes to the final Deliverables are extensive due to StrideOhio Virtual Academy's actions in this regard.

5. Term: This Agreement will commence upon the Effective Date and will continue to be effective until the expiration or termination of all SOWs, unless this Agreement is earlier terminated as permitted herein.

6. Relationship of the Parties:

a. Independent Contractor Status. Contractor understands and agrees that in performance of this Agreement it is acting as an independent contractor and is not, and will not hold itself out to be, an agent or employee of StrideOhio Virtual Academy by virtue of this Agreement. Contractor will perform the requested Services and Deliverables under the general direction of StrideOhio Virtual Academy, but will determine, in its reasonable discretion, the manner and means by which the Services and Deliverables, are accomplished subject to the requirement that Contractor shall at all times comply with applicable law and meet accepted professional and industry standards, as well as the quality, specifications and format of delivery provided for herein.

b. Employment Taxes and Benefits. As an independent contractor, Contractor is responsible for and agrees to file all tax returns required by law and assumes sole liability for all self-employment and income taxes due on income earned pursuant to this Agreement. StrideOhio Virtual Academy will not treat Contractor as an employee, with respect to performance of this Agreement, for federal, state or local tax purposes or otherwise. StrideOhio Virtual Academy will not be responsible for payment of workers' compensation insurance, unemployment compensation or disability insurance, or for withholding or paying employment-related taxes based on the Services and Deliverables. Contractor acknowledges that it is not entitled to any rights or benefits (including vacation and insurance) to which StrideOhio Virtual Academy employees may be entitled.

c. General Liability Insurance / Workers' Compensation Coverage. Prior to performing the Services, Contractor agrees provide to StrideOhio Virtual Academy: a certificate of Commercial General Liability insurance for a limit of at least \$500,000, with StrideOhio Virtual Academy (and/or its contracting Affiliate(s)) named as additional insured to cover Contractor and StrideOhio Virtual Academy for loss, damage, and injury sustained as a result of the Services by any party during performance of the Services. CONTRACTOR UNDERSTANDS AND ACKNOWLEDGES UPON SIGNING THIS AGREEMENT THAT StrideOhio Virtual Academy WILL NOT SUPPLY ANY WORKERS' COMPENSATION BENEFIT REQUIRED BY ANY JURISDICTIONS TO ANYONE WITH INDEPENDENT CONTRACTOR STATUS.

7. Copyright and Related Matters: Contractor agrees that any inventions, materials and proceeds created by Contractor in connection with this Agreement will be the property of StrideOhio Virtual Academy. All works of authorship prepared by Contractor under this Agreement will be "works made for hire" for StrideOhio

Virtual Academy and StrideOhio Virtual Academy will be deemed the sole author thereof, automatically upon their creation as contemplated by Sections 101 and 102 of the United States Copyright Act of 1976, as amended. In the event that any such work is not a work made for hire, Contractor hereby irrevocably transfers and assigns to StrideOhio Virtual Academy in perpetuity throughout the world and in every manner now known or hereafter devised any and all rights, title and interests, including copyright and other proprietary rights, effective automatically as of the creation thereof. In addition, Contractor hereby irrevocably transfers and assigns to StrideOhio Virtual Academy in perpetuity throughout the world any and all rights, title and interests including patent rights, trade secrets, trademarks and other proprietary rights, in and to all inventions, materials and proceeds created by Contractor in connection with or arising out of this Agreement, effective automatically as of the creation thereof. Contractor agrees to: (a) disclose promptly in writing to StrideOhio Virtual Academy all inventions, materials and proceeds hereunder; and (b) assist StrideOhio Virtual Academy (at StrideOhio Virtual Academy's expense) to apply for, and to execute any applications and/or assignments reasonably necessary to obtain, any patent, copyright, trademark or other statutory protection for such ideas, inventions and materials in StrideOhio Virtual Academy's name as StrideOhio Virtual Academy deems appropriate. Contractor hereby waives any right of "droit moral" or similar right.

8. Confidentiality and Non-Disclosure: "Confidential Information" shall include, but not be limited to, all formulas, processes, designs, plans, programs, software, customer and price lists, supplier lists, marketing strategies, reports, financial information and the like, in whatever form or medium, and whether designated or marked "confidential," which relate to or are derived from the products, services or business of the StrideOhio Virtual Academy and not disclosed by StrideOhio Virtual Academy to the general public. Contractor acknowledge that the Confidential Information constitutes a valuable proprietary asset of StrideOhio Virtual Academy and Contractor shall not obtain any right or license to any Confidential Information except for the limited right to use to perform the Services and Deliverables specifically provided for herein. Contractor will not disclose Confidential Information to any person or entity outside of StrideOhio Virtual Academy or make any use of such Confidential Information in any way, commercially or otherwise, other than as is reasonably required to provide the Services and Deliverables. Contractor shall not allow any unauthorized person to access the Confidential Information and shall take all action reasonably necessary and satisfactory to protect such Confidential Information.

9. Student Data

a. Privacy and FERPA: In the course of providing the Services, Contractor will obtain confidential student records and confidential student information that contains personally identifiable student records, data and/or personally identifiable information and other non-public information including but not limited to student data, metadata and user content. All such records, information and data, including any modifications to or derivatives of any of them shall collectively be referred to as "Student Data." As between StrideOhio Virtual Academy and Contractor, StrideOhio Virtual Academy is and shall remain the sole owner of the Student Data and the only rights of Contractor regarding Student Data are those explicitly set forth in this Agreement. For the purpose of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g *et seq.*) and similar state statutes, the Contractor is considered a School Official. Contractor will copy, scan, data mine and use the Student Data solely for the purpose of providing and/or improving the Services. Notwithstanding the forgoing, the Contractor may use Deidentified Student Data for the purposes of the development and improvement of its educational sites, services and applications. Deidentified Student Data is Student Data from which all direct and indirect personal identifiers have been removed, including but not limited to, name, ID number, date of birth, and location information that is more discrete than the state of residence. Contractor agrees not to attempt to re-identify Deidentified Student Data and not to transfer De-Identified Student Data to another party unless that party agrees not to attempt re-identification. Contractor shall disclose and provide access to the Student Data, only 1) to its employees who (i) need such Student Data in order to perform their job responsibilities to Contractor in connection with providing and/or improving the Services, and (ii) are under a legal obligation to maintain the confidentiality of the Student Data to at least the same extent as the Contractor is required to in this

Agreement; 2) to its independent contractors and subcontractors that (i) need such Student Data in order to perform their responsibilities to Contractor in connection with providing and/or improving the Services, and (ii) are under a written and executed contractual obligation to maintain the confidentiality and security of the Student Data and breach detection and notification requirements to at least the same extent as the Contractor is required to in this Agreement; 3) as required by law; and 4) as requested in writing by a public primary or secondary school district or charter school but only with respect to a student enrolled in the school district or charter school at the time that person's Student Data was received by Contractor. Contractor shall not use the Student Data, except for Deidentified Student Data, to develop a profile about a student or group of students for commercial or other purposes. Contractor will destroy or, if requested by [StrideOhio Virtual Academy](#), transfer to [StrideOhio Virtual Academy](#) all Student Data when it is no longer needed to provide the Services.

b. Security: Contractor will store and process Student Data, both at rest and in transit, in accordance with best practices, which shall include appropriate administrative, physical and technical safeguards to secure Student Data from unauthorized access, disclosure and use. Contractor will conduct periodic, but no less than annual, risk assessments and will timely remediate identified security vulnerabilities.

c. Breach: Contractor has and will maintain a written incident response plan in the event of a data breach, breach of security, privacy incident or unauthorized acquisition or use of any Student Data (collectively, "Security Incident"). Within three days of when the Contractor is aware of or has reason to believe that a Security Incident involving Student Data has occurred, Contractor shall notify [StrideOhio Virtual Academy](#) of such Security Incident, including but not limited to the date or approximate dates of the Security Incident, the nature of the Security Incident, the scope (that is, what data and whose data at an individual level) of such incident and what actions Contractor has taken or plans to take with respect to the Security Incident

d. Priority: This section 9 shall govern the treatment of Student Data. In the event of a conflict between this section 9 and any purchase order, sales quote, Statement of Work, the terms of this section 9 shall apply and take precedence. Any provisions in the Contractor's terms of use, terms of service, terms and conditions of use, license agreement and/or privacy policies including, without limitation, any disclaimers of warranties that are contrary to this section 9 are void from their beginning.

10. Representations and Warranties: Contractor represents and warrants that:

a. Contractor will comply with all applicable federal, state and local laws in the performance of its obligations under this Agreement and the Services and Deliverables will be performed in a professional and workmanlike manner in accordance with reasonable industry standards as well as any quality, specifications and format of delivery provided for herein;

b. All materials prepared by Contractor hereunder will be original to it or derived from materials to which Contractor has obtained any required permissions, releases, rights or licenses, and that the use thereof by [StrideOhio Virtual Academy](#), its affiliates, subsidiaries, assignees and licensees will not violate or infringe any patent, copyright, trademark, trade secret or other personal or proprietary rights of any party;

c. Contractor has the right and ability to enter into this Agreement and Contractor operates as a business, and regularly make its services available to other clients or the general public, and has adequate insurance as applicable by local law, any necessary license, and other conventional means of conducting business; and

d. Contractor will not enjoin or interfere with the distribution, licensing or exploitation of [StrideOhio Virtual Academy](#)'s intellectual property, merchandise or other products.

11. Termination:

a. Material Breach: Either party may terminate this Agreement, in whole or in part, for the material breach of the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such material breach from the non-breaching party. Notice shall describe the breach in reasonable detail.

b. Convenience: StrideOhio Virtual Academy may terminate this Agreement, in whole or in part, for its convenience by providing Contractor with a thirty (30) day prior written notice of its intention to terminate for convenience. StrideOhio Virtual Academy may terminate any SOW with the notice period in the applicable SOW, or if no time frame is given, then StrideOhio Virtual Academy may terminate any SOW with a 10-business day written notice to Contractor.

12. Return of Records: Upon expiration or termination of this Agreement, Contractor shall deliver all to StrideOhio Virtual Academy records, data or other materials in any form that relate to the provision of the Services and Deliverables, including an intellectual property to which StrideOhio Virtual Academy has rights hereunder. Any Student Information or Confidential Information contained in any format by Contractor shall be deleted from all files, computers or systems on which it resides.

13. Assignment: StrideOhio Virtual Academy shall have the full right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of StrideOhio Virtual Academy. In the event Contractor wishes to assign any of its rights or delegate any of its duties under this Agreement, it is required that Contractor obtains the prior written consent of StrideOhio Virtual Academy.

14. Severability and Survival: If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. It is specifically understood that the terms of Sections 7 through 10 and 12 through 22 survive the expiration or termination of this Agreement.

15. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. Disputes: The parties agree that except as set forth in Section 17, they will attempt in good faith to amicably settle any disputes arising out this Agreement, whether in contract or in tort, by progressively escalating the matter through each parties' senior business representatives. If such escalation fails, the parties agree to arbitration in Fairfax County, Virginia pursuant to the then existing rules of the American Arbitration Association. Judgment upon the award may be entered in any court having jurisdiction thereof. To the extent a dispute is not resolved by arbitration the parties irrevocably agree to the exclusive jurisdiction of the courts of Fairfax County, Virginia. If any legal action is brought by either party arising from this Agreement, the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs.

17. Injunctive Relief: Contractor acknowledges that in the event Contractor breaches any provision contained in Sections 7, 8, 9 or 10 of this Agreement, StrideOhio Virtual Academy's interests could be irreparably injured and StrideOhio Virtual Academy will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

18. Notices: Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally or sent by facsimile or e-mail (provided that confirmation of receipt is obtained), or sent by certified, registered or express mail, postage prepaid, and shall be deemed given and received when so delivered personally or sent by facsimile or e-mail, or if mailed, five (5) days after the date of mailing to the party to whom notice is to be given at the addresses set forth above, or to such other address as to which notice is so given.

19. Damage Limitation: NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. Notwithstanding the foregoing, the damages limitation set forth in this Section will not apply to claims in connection with a party's gross negligence, willful misconduct or Contractor's breach of Sections 7, 8, 9 or 10 of this Agreement.

20. Indemnity: Contractor agrees to indemnify, and hold StrideOhio Virtual Academy, its affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising out of Contractor's breach of any this Agreement, except to the extent any such damages are caused by StrideOhio Virtual Academy.

21. Non-Solicitation: During the term of a SOW and for a period of twelve (12) months after the earlier of its termination, expiration or the completion of Services thereunder, the parties agree that they will not directly or indirectly solicit for hire any employee of the other party that worked under such Statement of Work without the express written consent of the other party, provided that compliance with this provision shall not require any party to violate applicable law. Both parties agree that, if this provision were breached, the other party would incur damages that would be difficult to calculate. Therefore, in the event that any such solicitation in violation of this provision, the breaching party shall pay to the other party, as liquidated damages based on the reasonable current estimate of the parties and not as a penalty, a sum equal to fifty percent (50%) of the total annual base compensation paid to the affected individual(s) by the breaching party. Notwithstanding the foregoing restrictions in this provision, a party's general solicitation of employees (through, for example, advertisements in newspapers, magazines, trade journals or on the internet) will not be a violation of this provision nor will a party's hiring of personnel of the other party who corresponds to such a general solicitation be a violation of this provision.

22. Entire Agreement; Amendments: This contract, together with any SOWs, sets forth the entire Agreement between the parties with respect to the subject matter hereof, and it may only be changed by a writing signed by both parties. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties' duly authorized representatives have signed this Agreement effective as of the date above.

STRIDEOHIO VIRTUAL ACADEMY, INC.
CONTRACTOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**MASTER SERVICES AGREEMENT EXHIBIT
STATEMENT OF WORK**

This Statement of Work No. 1 dated May 18, 2022 is issued pursuant to the terms of the Master Services Agreement (“Agreement”), dated May 18, 2022 by and between Ohio Virtual Academy, (“OHVA”) and Rock and Roll Academy, Inc. (“Contractor”).

Whereas, OHVA hereby orders and Contractor agrees to provide consulting services to OHVA as defined herein.

1. SERVICES/TASKS TO BE PERFORMED BY CONTRACTOR (“Services”)

Under this effort, Contractor will provide the following services for OHVA’s After School Clubs:

RRA shall provide the following services to each End User under this Agreement:

1. The RRA Method, including all facilitators/coaches, provided online utilizing the RRA Software;
2. The RRA Software, including its learning management system;
3. RRA shall assign each End user a unique username and password, neither of which shall contain the name or any student identifying information.

2. PAYMENT AND RATES

1. OHVA shall pay RRA a Fee of \$300 per student/seat (End User) per school year.
2. For the period on or about September 5 -May 19, 2023, OHVA.
3. Upon signature of this document, OHVA shall pay RRA \$37,800 on July 13 for services. Additional invoices may be sent monthly if additional enrollment space becomes available, as determined by RRA, and mutually agreed upon. RRA shall not commence work on the project until receipt of the payment.

Invoices shall be addressed to OHVA and shall be sent to erogers@k12.com. The compensation provided for herein constitutes full consideration for the Services and Deliverables. All payments made hereunder will be made via wire (deposit) to Contractor with the tax number and ACH information provided below, or if blank, then as provided otherwise to OHVA such as in the invoice.

Invoices should be sent to: Ohio Virtual Academy
Accounts Payable Department
1690 Woodlands Drive Suite 200
Maumee, Ohio 43537

erogers@k12.com

For funds due to Contractor, funds will be wired (deposited) as follows:

Contractor: Rock and Roll Academy, Inc.

Payee: Rock and Roll Academy, Inc.

City, State and Zip: Telluride, CO 81435

Bank *: US Bank

ABA #: 102000021

Acct#: 103679852824

*Banking Information: Bank Account must be a checking account, only, and it must be a US Bank.

Email address for remittance advice (remittance advice or inquiries will be sent to this address)

Contractor's email: mark@rockandrollacademy.com

3. SERVICES DURATION / TERM OF THIS STATEMENT OF WORK

Contractor will provide Services on an as-needed basis at the request of OHVA commencing or about the 5th day of September 2022 and continuing until approximately the 19th day of May 2023. The efforts herein shall be primarily performed at Contractor's location.

4. POINTS OF CONTACT

Contractor has appointed Mark Galbo (mark@rockandrollacademy.com) as the point of contact for this Statement of Work.

OHVA has appointed Kyle Wilkinson (kywilkinson@k12.com) as point of contact for this Statement of Work.

THIS ORDER HAS BEEN AGREED to by the parties and signed below.

**FOR AND ON BEHALF OF
CONTRACTOR**

FOR AND ON BEHALF OF OHVA

Signature: _____

Signature: _____

Name: _____


Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

	Job Title:	School Nurse
	Job Code:	PEACCE1
	Career Track:	Professional
	FLSA Status:	Exempt
	Job Family:	Academics
	Job Subfamily:	Certified Support
	Level:	1

SUMMARY: The School Nurse provides preventive health services to support the education process by working to assure the health of students in a manner that promotes optimal physical, mental, emotional, and social growth and development. The School Nurse identifies problems within current medical documentation and provides such services as case finding, health education, referring and care to help prevent serious health problems which could later be more difficult and costly to address.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Promote and protect the optimal health status of all students, corresponding with parents on health needs of children and serving as a resource to all staff on school health issues
- Work with leadership in development of policies, procedures, and work standards for the school health program
- Monitor compliance of the school health program with federal, state, and local laws, regulations and policies
- Collaborate with other child-support agencies in designing and providing a school health program
- Organize, screen and conduct health appraisals for students and staff
- Record immunizations, health screen findings, and other relevant health data in local, state and federal database
- Adhere to requirements for confidentiality regarding student records
- Provide health careers and health science instruction as a guest instructor
- Act as a resource person in promoting health careers
- Provide health guidance and presentations to students of various grade levels
- Apply the role of the school nurse in planning, implementing and evaluating a health service program
- Provide healthcare to children with special needs in the school setting
- Integrate professional, ethical and legal standards with leadership and decision-making skills to promote a healthy school environment
- Communicate professionally and demonstrate competent practice as a school nurse
- Vital member of 504 team process and medical decision team
-

Supervisory Responsibilities: This position has no formal supervisory responsibilities.

MINIMUM REQUIRED QUALIFICATIONS:

- Registered Nurse
- Properly licensed by Ohio Department of Education to perform as a school nurseSuccessful completion of background check
- Working knowledge of public health problems and procedures for treatment in coordination with other health and social service agencies
- Working knowledge of Federal, State, and Local laws and regulations affecting the delivery of school health services
- Some knowledge of the school organization and the community served

- Ability to identify abnormal growth and development and symptoms of disease
- Ability to coordinate and facilitate services between the school, local health agency, and other community resources
- Ability to develop and maintain student health records
- Ability to develop positive working relationships
- Excellent oral and written communication skills

Certificates and Licenses: Registered Nurse and proper licensure through the Ohio Department of Education as a School Nurse

OTHER REQUIRED QUALIFICATIONS:

- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 20% of the time
- Ability to clear required background check

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

- This is a home-based position

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.



FY23 Proposed Budget

May 2022



Assumptions

	FY23 Proposed Budget	FY22 Current Forecast
ENROLLMENT		
Average Enrollment	16,371	16,414
STUDENT/TEACHER RATIOS:		
Elementary School (K-5)	60:1	60:1
Middle School (6-8)	190:1	180:1
High School (9-12)	200:1 for most, 350:1 for PE and 175:1 for CRE	200:1 for most, 350:1 for PE and 175:1 for CRE
SPED Intervention Specialists (K-8)	16:1	16:1
SPED Intervention Specialists (9-12)	24:1	24:1
K-5 Advisors	400:1	400:1
Middle School and High School Advisors	300:1	300:1
High School Counselors	350:1	350:1
FUNDING PER FULL-TIME STUDENT		
Per pupil funding guaranteed rate	\$ 7,136	\$ 7,136
*New funding formula shows this as the minimum per pupil rate allowed		
BUDGET:		
Revenue	\$ 142,303,618	\$ 130,623,907
Expenditures	\$ 142,380,828	\$ 131,593,267
Deficit prior to K12 Credit	\$ (77,210)	\$ (969,360)



FY23 Proposed Budget Summary

	FY23 Proposed Budget	FY22 Current Forecast	Variance Higher/ (Lower)	% Change
Average Enrollment	16,371	16,414	(43)	0%
Total Revenue	\$ 142,303,617.69	\$ 130,623,907	\$ 11,679,711	9%
Teacher Expenses	56,256,774.22	49,317,151	6,939,624	14%
Student Expenses	53,371,935	51,928,574	1,443,361	3%
Student and Family Services Expenses	4,226,483.80	4,194,154	32,330	1%
Administration and Governance Expenses	18,375,389	16,810,661	1,564,728	9%
Technology Expenses	9,498,141	8,711,005	787,136	9%
Insurance/Facilities/Other Expenses	652,104	631,721	20,383	3%
Total Expenses	142,380,828	131,593,267	10,787,561	8%
Surplus (Deficit)-Prior to K12 Credit	\$ (77,210)	\$ (969,360)	\$ 892,150	-92%

K12 will issue a deficit credit that will enable OHVA to maintain net assets of \$250,000 excluding net capital assets and entries related to GASB 68 and GASB 75.



FY23 Proposed Budget Variance Explanations

Enrollment – There was a net decrease of 43 students: we added 14 in K-5, 50 in middle school and decreased high school by 105.

Total Revenue – Basic, special education and career technical funding are increasing due to the new funding formula which allows for a phase-in of core foundation funding elements. FY22 phase-in rate was 16.67%, and FY23 is 33.33%. The new funding formula guarantees a minimum per pupil rate of \$7,136. FY23 Federal grant amounts are not known at this time, so for now most are budgeted at the FY22 award amounts. More ESSER funds will be spent in FY23. Casino funding amount is unknown at this time, so the budget amount is the same as FY22

Teacher Expenses – Increase includes 40 additional instructors for FY23. During FY22 not all open positions were filled. The budget includes the usual 2.5% merit increases, sign on and retention bonuses, and 5% for annual bonuses. The budget assumes full staffing at the start of the school year. Delays in hiring could cause salaries and benefits to decrease. Teacher other expenses are increasing to allow for additional expenses associated with ESSER funding. All other teacher expenses are increasing with headcount. Most of the additional instructors will be covered by ESSER grants.



FY23 Proposed Budget Variance Explanations (Continued)

Student Expenses – Most student expenses are decreasing with enrollment. Testing cost is expected to increase due to increased testing site cost. Additional expenses, not yet allocated, were added to account for additional ESSER funding to be spent in FY23.

Student and Family Services Expenses – Expenses are increasing to allow for ESSER grant related expenses to be allocated. Exact allocation not yet confirmed.

Administration and Governance Expenses – The K12 management fee and OCCS sponsor fee are increasing with revenue. \$100K was added for school consultant.

Technology Expenses – The K12 technology fee is increasing with revenue.

Insurance/Facilities/Other Expenses – Rent expense will increase according to the leases. The cost of the liability insurance is currently unknown.



Detail of K12 Charges Other

Other K12 Services:	FY23 Proposed Budget	FY22 Current Forecast	Variance Higher/(Lower)	% Chang
Testing Nirvana	93,884.00	93,884.00	\$ -	0%
Related Service Manager	11,005.29	11,076.46	\$ (71)	-1%
USA Test Prep	12,000.00	12,000.00	\$ -	0%
NWEA	139,040.60	138,383.37	\$ 657	0%
Total	\$ 255,930	\$ 255,344	\$ 586	0%