



OHVA Board of Trustees Meeting

April 19, 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 2:03 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	David Kalman – Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5	Susan Lippens – Board Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6	Ben Lochbihler – Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7	Gina Lopez – Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8	Jacob Moeller – Board Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9	Matt Norton – Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10	Tiaunna Richardson – Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11	Stephen Vasquez – Board President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12	Jennifer Wise – Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13	OCCS Ex-Officio Representative – Lisa Burke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Also in attendance were: K12 Senior Head of School, Dr. Kristin Stewart; K12 School Treasurer and OHVA Designated Fiscal Officer Dawn Cummings; K12 Finance Manager Regina Krotzer; 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; OCCS regional representative Kristin Katakis; Hylant representative Michelle Willard; OHVA Legal Counsel Renisa Dorner and members of K12 Administrative Team.

3. **Approval of Minutes of the Regular Meeting of February 15, 2022**

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

For a variety of reasons, Mr. Vasquez announced that the Operations section of the Agenda would be moved to occur immediately following the Personnel section of the Agenda. No Board members objected.

4. **Finance**

a. **Audit/Finance Committee Report**



Cindy Wright, VP of Stride, appeared virtually in the meeting. She explained that Dawn Cummings will exclusively be the treasurer at OHVA and that another individual will be taking over responsibilities at K12’s other community school, ODLS, by the fall of 2022. In addition, Regina Krotzer has been permanently assigned to OHVA to assist as necessary. She also reported that Kelly Warnke is no longer with Stride.

b. Bank Reconciliation

Motion I: Resolution regarding filing of the bank reconciliation

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the filing of the bank reconciliations for the month of February 2022 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 reconciliation prepared by Ms. Cummings for the month of February 2022 and it appeared appropriate.

Moved: Moeller	Seconded: Davenport	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"/>
		Lopez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Moeller	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"/>

c. Review Budget

Ms. Cummings reported the 990 will need to be filed in May and will be sent to Board members for review prior to filing. The forecasted average enrollment is 16,002. The forecasted financials show a \$1.1 million revenue decrease and a \$900,000 deficit.

5. Personnel/Staff Development

a. Employee Hiring

Motion II: Resolution regarding approval of Employment Agreement

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the OHVA Employment Agreement of the following individual as recommended by the Head of School and reviewed by the HR Committee:

New Hires

Employee Name (Last Suffix, First MI)	Job	Last Hire Date
Wallo, Christopher M.	Intervention Spec HS	01/31/2022

Discussion: Dr. Stewart reported OHVA continues to seek special education teachers and this employment agreement was necessary as part of that continuing need.



Moved: Lippens	Seconded: Davenport	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"/>
		Lopez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Moeller	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"/>

b. Employee Resignations

Motion III: Resolution regarding employee resignations

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the resignation of Faith Couch (Elementary Teacher) as of February 11, 2022 and the resignation of Stacy Hake (Advisor) as of February 4, 2022 based on the unique reasons provided, as recommended by the Head of School and reviewed by the HR Committee. Further resolving, the Board hereby rejects the resignation of Robert Chestnut (HS Teacher) who has abandoned his position at OHVA as of February 28, 2022, as recommended by the Head of School and reviewed by the HR Committee.

Discussion: Dr. Stewart explained her willingness to accept two of the resignations based on the reasons provided but would not approve the third resignation due to lack of notice and being in the middle of the school year.

Moved: Lopez	Seconded: Richardson	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"/>
		Lopez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Moeller	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"/>

c. Employee Benefits

Motion IV: Resolution regarding the Employee Benefits Offered for the 2022-2023 year

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves offering employee benefits consistent with the attached presentation from Hylant as recommended by the Senior Head of School and reviewed by the Audit and Financial Oversight Committee and Human Resources Committee, and summarized for approval as follows:

1. OHVA will remain partially self-insured for medical and prescription benefits through United Healthcare. Also, United Healthcare will provide medical administration and stop loss coverage with a \$100,000 deductible. Employee contributions shall remain the same for this benefit.
2. OHVA will continue to offer a High Deductible Health Plan (“HDHP”) option that includes a Health Savings Account. OHVA will continue to contribute to the HSA at the rate of \$250 for single / \$500 for family.
3. OHVA will continue to offer employees the ability to purchase voluntary vision through United Healthcare with the increased rates as quoted. OHVA continues to offer



employees the ability to purchase voluntary long-term disability insurance through Lincoln.

4. OHVA will continue to provide employees with Life & AD&D insurance and short term disability insurance through United Healthcare which is in a rate guarantee through August 1, 2023.
5. United Healthcare will provide HSA, FSA & COBRA administration. Hylant will assume the expense for the COBRA administration.
6. OHVA will continue to offer dental benefits through Delta Dental which is in a rate guarantee through August 1, 2023 with the same employee premium rate.
7. OHVA will continue its Wellness Initiative consistent with the presentation.
8. OHVA will continue to offer an Employee Assistance Program (“EAP”) through United Healthcare with no cost to employees.

Discussion: Michelle Willard of Hylant presented the Board with a 31 page PowerPoint presentation reviewing employee benefits offerings currently as well as quotes received for the next school year. A comparison was made regarding remaining partially self-insured through either United Healthcare or Anthem or switching to fully-insured through either United Healthcare or Anthem. United Healthcare’s quote showed a reduction of over \$100,000 in fixed costs. While Anthem’s quote was highly competitive, Dr. Stewart’s recommendation was to remain partially self-insured with United Healthcare after considering all of the variables. Ms. Willard made the same recommendation. Multiple Board members questioned Ms. Willard and Dr. Stewart regarding the figures presented and what would be best for OHVA teachers and staff. Mr. Vasquez commented that the extra programs being considered such as the Neonatal Resources would need to wait for further consideration at the May meeting.

Moved: Lopez	Seconded: Lippens	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"/>
		Lopez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Moeller	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"/>

d. Employee Sign-On Bonus and Retention Bonus

Motion V: Employee Sign-On Bonus and Retention Bonus

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the Sign-on Bonus and Retention Bonus Policy, a copy of which is attached hereto, as recommended by the Head of School. In addition, based on the understanding that ESSER funds are available to fund these bonuses, the Board approves \$1,213,228 of ESSER funds to be used by the Head of School in offering the Sign-On Bonuses and Retention Bonuses for the 22/23 school year, as recommended by the Head of School.

Discussion: Dr. Stewart expressed concerns related to teacher shortage and competing with other school districts who are offering signing bonuses. She further confirmed that ESSER funds are permitted to incentivize teachers and those funds will be used for these one-time bonuses.

Moved: Moeller	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"/>
Lopez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
Moeller	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"/>

e. Summer School Staff Job Description and Summer Extra-Duty Contract

Motion VI: Summer School and Program Staff Job Description and Summer Extra-Duty Contract

BE IT RESOLVED THAT the Board of Trustees of OHVA hereby approves the Summer School and Program Staff job description, a copy of which is attached hereto, as recommended by the Head of School. Additionally, the Board approves the Summer Extra-Duty Contract, a copy of which is attached hereto, to be used in conjunction with the Summer School and Program Staff job description, as recommended by the Head of School. The Summer Extra-Duty Contract set forth above shall be used by the Head of School whenever a qualified OHVA employee accepts an extra duty assignment as a Summer School and Program Staff member. Each properly executed Summer Extra-Duty Contract must be submitted to the Board for approval.

Discussion: Dr. Stewart reported the need to offer a more robust summer school program and the need to hire OHVA teachers to staff these positions. Ms. Dorner reviewed the staff position and the summer contract.

Moved: Davenport	Seconded: Lopez	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"/>
		Lopez	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>
		Moeller	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"/>

6. Operations

a. Head of School Report

Dr. Stewart presented a 4-page report. Current enrollment is 15,708 with 16.9% special education. Registration for 22/23 school year is underway and so far 58% of current students have registered. Dr. Stewart provided further information regarding OHVA’s vulnerable population including the 407 homeless students. Mr. Vasquez sought additional information related to OHVA’s efforts toward homeless students. Dr. Stewart reported that even though a large population of OHVA qualify for free or reduced lunch that because OHVA is online the students do not receive assistance for meals. The E Coalition is seeking to have EBC cards provided to qualifying students. Dr. Stewart explained some safety concerns were expressed by staff during testing this year and new policies will be considered and additional training will be offered.

b. Academic Report

Shana VanGrimbergen attended virtually to present a 16 page PowerPoint presentation. She reviewed the information on the first 4 pages of the presentation,



but due to time constraints and quorum issues, Mr. Vasquez asked Ms. VanGrimbergen to remain after the conclusion of the meeting to present the remaining information to anyone who wished to stay after the meeting.

c. Operations Report

i. Residency Verification Update

Ms. Rogers reported 16,440 addresses were processed through the Verimove system in February and 517 addresses reported forwarding addresses. Ms. Rogers reported 14,933 addresses were processed through the Verimove system in March and 78 reported forwarding addresses with 5 out of state addresses. OHVA administration is following up on all addresses that were flagged.

d. Special Programs Report

Mr. Vasquez requested that Ms. McClure's report occur after the conclusion of the meeting due to time constraints and quorum issues.

7. Compliance

a. OCCS Monthly Report

Ms. Burke introduced Kristin Katakis who will be attending OHVA's meetings next school year as the OCCS representative. Ms. Katakis provided a description of her background including this is her third year at OCCS. Ms. Burke presented a 2 page Board Brief prior to the meeting. She reported no complaints had been received. She also reminded that the administrative staff that the deadline for scholarship applications is May 6.

8. Updates

a. RFP Process

Mr. Vasquez reported two firms responded to the RFP included William Vaughn and Rehmann. The negotiation committee will further review the proposals and bring back a recommendation in May.

b. K12 Contract Extension

Mr. Vasquez confirmed K12 has agreed to the contract extension and therefore the contract with K12 is extended until June 30, 2023.

9. Upcoming Event Dates and Communications

Dr. Stewart reminded Board members of the following events:

a. Board – May 17, 2022

b. Graduation – June 5, 2022 at 1:00 p.m. at the Celeste Center in Columbus

c. End of Year PD – June 13-14, Kalahari Convention Center

Having no further business and the loss of quorum due to the departure of Ms. Lopez, Mr. Vasquez adjourned the meeting at 4:00 p.m.

Mr. Vasquez invited all in attendance to attend the remaining academic presentation of Ms. VanGrimbergen as well as the special education report of Ms. McClure.

OHVA Summer School & Program Staff

The Summer School & Program Staff is an extra duty that a qualified OHVA employee accepts in order to deliver, support, and facilitate specific Summer School Courses or Programs offered during the summer session to students at OHVA. Each OHVA employee who accepts a position as a Summer School & Program staff member will be offered an OHVA Summer Extra-Duty Contract. The duties and responsibilities associated with this extra-duty are in addition to an employee's regularly assigned job duties required by their existing position with OHVA.

Qualifications:

- Dynamic in regards to engagement with students and families
- Excellent track record in working with students
- Strong teacher or other qualified employee who has shown an aptitude for leadership
- An understanding of OHVA summer courses and programs protocol.
- Ability to work with other teams within the school that have direct contact with students.
- Minimum of 1 year teaching experience.
- A licensed individual as defined by ORC §3313.53(A)(1) and currently employed in an OHVA exempt position.

The successful candidate will also possess the following:

- Proper licensure for summer courses being taught.
- Outstanding written and verbal communication skills.
- Exemplary interpersonal and relational qualities.
- Willingness and flexibility to assist with occasional programming.
- Willingness and flexibility to work with school principals and other teachers and staff members

Job Duties will likely include:

- * Provide instruction, support and/or programming to assigned students during Summer Terms.
- * Identification, tracking and communication of the attendance/participation in the course/program.
- * Communicate with Principal regarding special circumstances concerning students.
- * Work with school staff and students on summer school/program implementation.
- * Collaborate with students and families.
- * Attend all scheduled meetings.

The Head of School is authorized to offer a Summer Extra Duty Contract to qualified OHVA employees who have accepted the extra duty assignment as an OHVA Summer School & Program Staff.



Sign-On Bonus and Retention Bonus Policy

Effective for the 22/23 school year only, Ohio Virtual Academy (“OHVA”) will be offering a Sign-On bonus to newly hired employees. Additionally, OHVA will be offering a Retention Bonus to employees who were employed by OHVA as of the end of the 21/22 school year and are returning to OHVA for the 22/23 school year.

Sign-On Bonus

Payment of the Sign-On Bonus shall be paid to a qualifying employee in accordance with typical OHVA payroll processes within the first 60 days of employment and is subject to all required federal, state, and local tax deductions and withholdings.

Before the funds are awarded, the employee must agree (utilizing the agreement form provided by HR) to repay OHVA the amount of the Sign-On Bonus if employee voluntarily resigns, terminates employment or is involuntarily terminated based on unacceptable performance prior to completing the 22/23 school year. The percentage of Sign-On Bonus to be repaid is based on when employee’s employment terminates, as follows:

- a. If employee’s employment with OHVA terminates prior to the completion of the first semester of the 22/23 school year, employee agrees to repay one hundred percent (100%) of the Sign-on Bonus.
- b. If employee’s employment with OHVA terminates prior to the completion of the 22/23 school year, then employee agrees to repay fifty percent (50%) of the Sign-On Bonus.

Retention Bonus

In order to qualify for a Retention Bonus, an employee must have been employed by OHVA as of the end of the 21/22 school year and also must sign and return on or before July 15, 2022 the form/contract provided by Human Resources establishing their agreement to return to OHVA for the 22/23 school year. Failure to return the form/contract by the date indicated will disqualify the employee from eligibility for the Retention Bonus. An individual who was employed at OHVA as of the end of the 21/22 school year but is not offered a contract to return to OHVA for the 22/23 school is not eligible for the Retention Bonus.

Payment of the Retention Bonus shall be paid to a qualifying employee in accordance with typical OHVA payroll processes within the first 60 days of the 22/23 school year while employed and is subject to all required federal, state, and local tax deductions and withholdings.

Before the funds are awarded, the employee must agree (utilizing the agreement form provided by HR) to repay OHVA the amount of the Retention Bonus if employee voluntarily resigns, terminates employment or is involuntarily terminated based on unacceptable performance prior to completing the



22/23 school year and the 23/24 school year in active pay status. The percentage of Retention Bonus to be repaid is based on when employee's employment terminates, as follows:

- a. If employee's employment with OHVA terminates prior to the completion of the first semester of the 22/23 school year, employee agrees to repay one hundred percent (100%) of the Retention Bonus.
- b. If employee's employment with OHVA terminates prior to the completion of the 22/23 school year, then employee agrees to repay fifty percent (50%) of the Retention Bonus.

Waiver of Repayment

If an employee receives a Sign-on Bonus or Retention Bonus pursuant to this policy and fails to remain employed in active pay status at OHVA for two (2) years indicated for reasons beyond their control (e.g. job elimination, injury, illness or death), other than voluntary resignation or involuntary termination due to unacceptable performance, OHVA may in its sole discretion waive all or part of the liability owed by the employee. Any such waiver must be requested by employee in writing and approved in writing by the Head of School.

SUMMER EXTRA-DUTY CONTRACT

This is a Summer Extra-Duty Contract between Ohio Virtual Academy (“OHVA”) and the person whose name appears below (“Employee”) as a Summer School and Program staff member. Employee is expected to engage as a Summer School and Program staff member in the following Summer Extra-Duty Assignment:

[INSERT DESCRIPTION OF ASSIGNMENT]

Term: Employee is currently employed at OHVA in a separate exempt position. During summer recess, Employee is accepting a Summer Extra-Duty Contract. This contract shall end either upon termination as set forth below, upon completion of the Summer Extra-Duty Assignment, or July 31st, whichever first occurs.

Compensation and Benefits: Employee shall receive the Summer Extra-Duty Compensation shown below for the performance of the Summer Extra-Duty Assignment described above. Such compensation shall be in addition to Employee’s regular salary and shall be subject to applicable withholding requirements. OHVA shall not make any payments under this Summer Extra-Duty Contract until such time as Employee begins to perform the duties and responsibilities of the Summer Extra-Duty Assignment. Compensation for performance of the duties of the Summer Extra-Duty Assignment will be made through OHVA’s regular payroll procedure. In the event this agreement is terminated for any reason prior to completion of the work required of the Summer Extra-Duty Assignment, Employee shall only be paid the appropriate pro-rata rate for work performed.

Duties, Qualifications and Responsibilities: Employee’s duties, qualifications, and responsibilities shall include those required for the Summer Extra-Duty Assignment by law, regulation, policy, and applicable job description. OHVA may change or add duties and responsibilities assigned to Employee that relate to the Summer Extra-Duty Assignment.

Rights and Limitations: This Summer Extra-Duty Contract shall not grant to the Employee any property interest in the Summer Extra-Duty Assignment and is completely separate and severable from any other contract between Employee and OHVA. This Summer Extra-Duty Contract is an at-will contract which may be terminated by either party at any time and with or without any cause. No greater rights are intended to be provided by this Summer Extra-Duty Contract unless expressly stated in this Summer Extra-Duty Contract. If this contract is terminated, the Head of School shall provide Employee with written notice of termination. No such notice shall be given upon the ending of the Summer Extra-Duty Contract on the date set forth below, and Employee shall have no right to renewal of the Summer Extra-Duty Contract or assignment.

Miscellaneous: The following terms apply to this Summer Extra-Duty Contract:

Name of Employee: _____ Date: _____

Gross Amount of Summer Extra-Duty Compensation: _____

This Amount will be paid at the rate of \$ _____ for _____ number of payroll periods

Beginning Date of Assignment: _____ Ending Date of Assignment: _____

OHVA

EMPLOYEE

Head of School

Signature