



THE  
**Intergenerational**  
S C H O O L S

## Intergenerational Schools

### Board Meeting

Published on August 19, 2023 at 9:18 AM EDT

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#### Date and Time

Wednesday April 26, 2023 at 6:00 PM EDT

#### Location

The Intergenerational School  
11327 Shaker Blvd 200E  
Cleveland, Ohio 44104

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#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:00 PM</b>
<b>A.</b> Record Attendance			1 m
<b>B.</b> Call the Meeting to Order			
<b>II. Sponsor Messages</b>			<b>6:01 PM</b>
<b>A.</b> CMSD	FYI	Matt Rado	15 m
<b>B.</b> ESCLEW	FYI	Joyce Lewis	5 m
<b>C.</b> LIS Plan for Remainder of School Year		Seamus O'Hara and Brooke King	5 m
<b>III. Public Comment</b>			<b>6:26 PM</b>

	Purpose	Presenter	Time
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Any person or group wishing to place an item on the agenda shall register their intent with the Executive Director (or designee-Director of Network Operations) no later than five (5) days prior to the meeting and include:

1. name and address of the participant;
2. group affiliation, if and when appropriate;
3. topic to be addressed.

A. Individual Public Comment	FYI	tbd	5 m
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<b>IV. Consent Agenda</b>		<b>6:31 PM</b>
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A. Approve Regular Meeting Minutes for February 21, 2023	Vote	Lynn Carpenter	5 m
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B. TIS/NWIS/LIS: HB21 Verification	Vote
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C. Contracts, Agreements, Leases & MOUs	Vote
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ALL: PowerSchool/Connect, Total Education Services, Maxim Educational Staffing, Camp Ho Mita Koda, NWEA MAP, Summer on the Cuyahoga, Innovations Food ServicesComDoc

TIS ONLY: National Teacher's College, iTutor,

D. Benefit Coverage Date	Vote
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To clarify termination of coverage dates for non-year-round employees

E. Personnel Actions for all schools	Vote
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F. CMSD Sponsor Contract Modification Updates	Vote
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Lakeshore and Near West only

G. CMSD Sponsor Requirement: Update Comprehensive Plan	Vote	Brooke King	
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NWIS & LIS Only

H. Health and Safety Policy Review	Vote
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<b>V. Education Advisory Council Report &amp; Recommendations</b>		<b>6:36 PM</b>
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A. Enrollment	FYI	Brooke King	5 m
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	Purpose	Presenter	Time
<b>B.</b> Kate Foley, Educational Practice Group	FYI	Kate Foley and Lynn Carpenter	15 m
Update on Improvement Process and Next Steps in Strategic Planning			
<b>C.</b> Educational Vision Statement	FYI	Principals	7 m
Principals will briefly discuss elements of Educational Vision			
<b>D.</b> Strategic Educational Goals and Budget	Vote	Stacy Miller	20 m
<b>VI. Finance</b>			<b>7:23 PM</b>
<b>A.</b> Preliminary 23-24 Budgets	Vote	Bob Nicolay	15 m
Approve Preliminary Budgets and specifically the following:			
1. Staff Salary Increases of 3%			
2. Ability to implement a signing/retention bonus structure for teachers			
3. Ability to issue stipends to teachers for additional duties and responsibilities			
4. Changes to the Compensation Plan including paying for BA/MA and/or experience at the time of hire			
<b>B.</b> Annual Budget to ODE	Vote	Douglas Mangen	2 m
<b>C.</b> February and March Financials	Vote	Douglas Mangen	5 m
<b>VII. Resolutions</b>			<b>7:45 PM</b>
<b>A.</b> Signed resolutions			
<b>VIII. Closing Items</b>			
<b>A.</b> Adjourn Meeting	Vote	Lynn Carpenter	

# Coversheet

## ESCLEW

**Section:** II. Sponsor Messages  
**Item:** B. ESCLEW  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** TIS sponsor update April.docx





# Educational Service Center of Lake Erie West Community Schools Center

## ESC of Lake Erie West Community Schools Center Sponsor Update

**School Name: The Intergenerational School  
April**

**Month:**

<b>Presented by:</b>	<b>Joyce Lewis</b> Regional Technical Assistance Educator	In Person
Governing Authority Highlights / Important updates from ESCLEW	The 2023 Ohio School Safety Summit, sponsored by the Ohio School Safety Center will be held on July 25 and 26 at the Greater Columbus Convention Center in Columbus.	
Recent Site Visit Highlights	During the April site visit I interviewed parents, reviewed student enrollment and discussed the status of state testing.	
Financial Update	Our Financial consultant Linda Moyer holds a monthly phone meeting with the school's treasurer, a completed report of this meeting is emailed to all board members. At this time, there were no red flags discussed. If you have any questions regarding your school's financials, we encourage you to reach out to your treasurer.	

2021 – 2022 Governing Authority Goal (Attachment 11.6)				
<b>Goal</b>	Board member attendance will improve for the 2022-2023. Our goal is for board members to attend 75% of the year's board meetings.			
<b>Evidence</b>	<b>They are currently at 90.75% attendance.</b>			
<b>Progress</b>	No Progress <input type="checkbox"/>	Making Progress <input checked="" type="checkbox"/>	Met Goal <input type="checkbox"/>	N/A <input type="checkbox"/>

Other Items Discussed:	
Any questions asked by the Governing Authority for the Sponsor?	



# Educational Service Center of Lake Erie West Community Schools Center

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Follow up provided:	
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# Educational Service Center of Lake Erie West Community Schools Center

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# Coversheet

## Individual Public Comment

**Section:** III. Public Comment  
**Item:** A. Individual Public Comment  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Policy on Public Participation at Board Meetings.pdf

### **Public Participation at Board Meetings**

The Board recognizes the value of public comment on issues pertaining to the public school, and the importance of allowing members of the public to express themselves on school matters of community interest.

Any person or group wishing to place an item on the agenda shall register their intent with the Executive Director (or designee-Director of Network Operations) no later than five (5) days prior to the meeting and include:

- A. name and address of the participant;
- B. group affiliation, if and when appropriate;
- C. topic to be addressed.

Such requests shall be subject to the approval of the Executive Director and the Board Chair.

In order to permit the fair and orderly expression of such comment, the Board shall provide a period for public participation at every **Regular Meeting** of the Board or at those public meetings of the Board during which action may be taken and publish rules to govern such participation in Board meetings.

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted as indicated on the order of business before the Board takes official action on any issue of substance at the discretion of the presiding officer.
- B. Anyone having a legitimate interest in the actions of the Board may participate during the public portion of a meeting.
- C. Attendees must register their intention to participate in the public portion of the meeting upon their arrival at the meeting.
- D. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name and group affiliation, if and when appropriate.
- E. Each statement made by a participant shall be limited to five (5) minutes duration, unless extended by the presiding officer.
- F. No participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.
- G. All statements shall be directed to the presiding officer; no person may address or question Board members individually.
- H. Tape or video recordings are permitted. The person operating the recorder should contact the Director prior to the Board meeting to review possible placement of the equipment, and must agree to abide by the following conditions:
  1. No obstructions are created between the Board and the audience.
  2. No interviews are conducted in the meeting room while the Board is in session.
  3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session and not disrupt the meeting.
- I. The presiding officer may:
  1. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;
  2. request any individual to leave the meeting when that person does not observe reasonable decorum;
  3. request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
  4. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;

5. waive these rules with the approval of the Board when necessary for the protection of privacy or the administration of the Board's business.
- J. The portion of the meeting during which the participation of the public is invited shall be limited to thirty (30) minutes, unless extended by a vote of the Board.

R.C. 3313.20

# Coversheet

## Contracts, Agreements, Leases & MOUs

**Section:** IV. Consent Agenda  
**Item:** C. Contracts, Agreements, Leases & MOUs  
**Purpose:** Vote

**Submitted by:**

**Related Material:**

ALL-NWEA INVOICE.pdf  
03d. TIS-TES Contract 2023-2025.pdf  
03d. TIS-National Teachers College Contract 2024.pdf  
03d. TIS Maxim Contracr 2023.pdf  
03d. SIGNED-Camp Ho Mita Koda.pdf  
03d. NWIS-TES Contract 2023-2025.pdf  
03d. NWIS-Maxim Contract 2023.pdf  
03d. LIS-TES Contract 2023-2025.pdf  
03d. IGS-Powerschool 2023 Contract.pdf  
03d LIS-Maxim Contract 2023.pdf  
03d. TIS - iTutor Contract Renewal.pdf  
03d. Innovations-IGS MOU.pdf  
03d. ComDoc-IG Contract.pdf  
TIS-Cleveland Neighborhood Progress First Lease Ammendment (Fully Executed) April 2023.pdf  
03d. TIS- iTutor Contract Math 02-03-23.pdf



NWEA  
121 NW Everett St  
Portland, OR 97209  
United States

**Invoice # 90251**  
**7/1/2023**

**Bill To**

Intergenerational Cleveland  
11327 Shaker Blvd, Ste 200E  
Cleveland OH 44104  
United States

**Amount Due****\$9,585.00****Due Date: 7/31/2023**

Partner ID	PO #	Terms	Due Date
15593	Sarah Alonso	Net 30	7/31/2023

Quantity	Description	Rate	Amount
680	MAP Growth K-12	\$13.00	\$8,840.00
298	MAP Growth Science (Add-On)	\$2.50	\$745.00

<b>Subtotal</b>	\$9,585.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$9,585.00
<b>Amount Paid</b>	\$0.00
<b>Amount Due</b>	\$9,585.00

Prices are listed net of all taxes and additional charge imposed by any local, state, federal or other governmental authorities, withholding and value added taxes. Subscriber agrees that it is solely responsible for payment of any such assessments. You agree the Services herein are governed by the NWEA Master Subscription Agreement located at <https://legal.nwea.org/>, unless otherwise agreed in a custom agreement with NWEA, such custom agreement controls.

We accept payment via credit card, ACH, wire transfer or check in US dollars drawn on a US bank.

- To pay by check, please include the Invoice number and mail to: PO Box 2745, Portland, OR 97208-2745.
- To pay via credit card, please log into the secure Partner Portal at [www.nweaportal.org](http://www.nweaportal.org). Go to the Invoices section to view and pay your Invoice.
- To pay by ACH or wire transfer, provide the following to your bank:

Beneficiary Bank's ABA: 123002011  
Beneficiary Bank's Name: Key Bank  
Beneficiary Bank's Address: 1211 SW 5th Ave Suite 577, Portland, OR 97204  
Beneficiary's Account Number: 379681088355  
Beneficiary's Name: NWEA  
Beneficiary Bank's SWIFT Code: KEYBUS33

**IMPORTANT: PLEASE INCLUDE THE NAME OF YOUR ORGANIZATION AS IT SHOWS ON THIS DOCUMENT ALONG WITH THE INVOICE NUMBER ON YOUR PAYMENT.** If your bank transfer has no way to include this information, please send us an email so that we know to expect our payment. Otherwise your payment may be applied to an incorrect account.

Phone	Fax	Email	Federal Tax ID
(503) 624-1951	(503) 639-7873	business.operations@nwea.org	#93-0686108





**Consulting and Service Agreement  
between  
Total Education Solutions, Inc.  
and  
The Intergenerational School**

**2023-2024**

## Total Education Solutions

**CONSULTING AND SERVICES AGREEMENT**

This Consulting and Services Agreement (“Agreement”) is entered into as of the Commencement Date set forth in Section 1 below by and between Total Education Solutions, Inc. (“TES”), a California corporation, and **The Intergenerational School (“Client”).**

**RECITALS**

- A. TES engages in the business of providing education and consulting services to nonprofit and for profit education and social services agencies.
- B. Client is a charter school that offers educational/therapeutic programs to students/patients at locations identified on Appendix A hereto (the “Service Locations”) or online.
- C. Client wishes to engage TES to provide certain services with respect to Client’s education and/or social service program (the “Program”) and TES wishes to provide such services, pursuant to the terms and conditions set forth below.

**AGREEMENT**

In consideration of the promises and covenants contained herein, the parties agree as follows:

**1. COMMENCEMENT DATE AND TERM**

This Agreement shall commence at 12:01 a.m. on **July 1, 2023** (the “Commencement Date”), and shall continue until 11:59 p.m. on:

**June 30, 2024** (the “Term”).

**June 30, 2025** (the “Two Year Term”).

**2. SERVICES TO BE PROVIDED BY TES**

During the Term of this Agreement, TES shall provide the services described on Appendix B hereto in connection with the Program (the “Services”) to students/clients assigned by Client and TES shall provide personnel as TES determines are reasonably necessary to provide the Services (the “TES Personnel”), according to the Client’s written or electronic Request for Service.

**3. ADDITIONAL SERVICES**

If Client requests any services from TES in addition to the Services, such additional services will be provided by TES only if the parties have mutually agreed in writing or by electronic request upon the specific additional services, the scope of such additional services, and the additional compensation to TES for such additional services.

**4. CALENDAR**

Services will not be provided by TES on Client holidays, Client breaks, or TES holidays. Client must provide a copy of the client’s calendar to TES prior to the start of commencement of this Agreement and provide at least 10 business days’ notice of other closures to avoid paying TES for missed sessions.

TES observes the following legal holidays: Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Cesar Chavez

Day, and Memorial Day. If TES holidays do not coincide with Client holidays, make-up services will be offered to Client's student/patients.

## 5. RECORDS

TES agrees that all files, documents, records, and materials created by TES in the course of providing the Services during the Term of this Agreement, other than TES' internal and business documents, shall be the property of Client. TES agrees that upon expiration or termination of this Agreement for any reason, TES shall deliver such property of Client to Client, subject to Sections 11(c) and 12(e)(ii) below. Both during and after the Term of this Agreement, TES shall be permitted to inspect and/or duplicate, at its own expense, any individual student/patient file or record regarding the Program to the extent necessary to assure proper provision of Services, to meet professional responsibilities to students/patients, to assist in the defense of any claim or threatened claim against TES or TES Personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student/patient and/or patient records. TES Personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by The Family Educational and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) and any other applicable laws, unless the disclosure is otherwise permitted by law.

## 6. RESPONSIBILITIES OF CLIENT

- (a) Student/patient Records. During the term of this Agreement, Client shall provide TES with such Student/patient records, including Individualized Education Plans ("IEP") or Individual Family Service Plan ("IFSP"), as may be reasonably necessary for the proper provision of the Services. In accordance with Federal laws, special education services, such as those provided by TES, cannot be delivered to special education student/patient without IEP/IFSPs. TES must verify an IEP/IFSP prior to provision of Services to students/patients. For other students/patients, written or electronic request is required in order to provide non-IEP/IFSP services.
- (b) Notice of Meetings. Client shall provide TES with no less than ten (10) business days advance written notice of any and all meetings involving student/patient in the Program provided by TES such as IEP/IFSP meetings, etc. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays, or holidays.
- (c) Compliance with Laws. During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services in particular.
- (d) Compliance with TES Policies. During the Term of this Agreement, Client shall comply in all respects with TES policies and procedures relating to student/patient absences, difficulty contracting/serving students/patients, and service refusal as described below in Section 7. TES may modify Section 7 from time to time on no less than thirty (30) business days advance written notice to Client.
- (e) Facilities. TES will provide Services to Client at Client's facility, TES Clinic, an agreed upon public location, or online, and Client shall provide a facility and furnishings reasonably necessary for TES to provide the Services. This includes **appropriate space that is away from distractions, facilities, appropriate size furniture**, and a locked filing cabinet for Special Education Records in accordance with FERPA Privacy Law. TES utilizes a web-based database to document services, including Student/patient attendance and progress notes. Workspace should be reasonably clean and free from insect or pest infestation, asbestos, or other contaminants that could be harmful to an employee's health. **Workspace should also be able to be locked by provider and/or administrator for student and staff safety in the event of a lockdown.**
- (f) Technology. Client shall provide all TES employees assigned to serve Client's student/patient access to an on-site computer with connection to school Internet and printing capabilities. Since ETR/IEP documents must be editable to include parent feedback, onsite printing must be available. The on-site computer does not need to be for the exclusive use of TES employees, and use of Client's computer(s) by TES employees will be solely for documentation and printing purposes. There shall be no charge to TES to utilize Client owned, controlled, or leased sites or facilities and equipment arising from or related to the provision of Services. Additional Client sites or facilities may be added only if the parties have mutually agreed in writing.
- (g) Postage: In the event documentation must be mailed home to parents to ensure compliant communications (e.g. PR-01s, Meeting Notifications, etc), postage will be paid by the school.

- (h) Payment. Client shall compensate TES for the Services as provided in Section 9 below.

## 7. ADDITIONAL RESPONSIBILITIES OF TES

- (a) Qualifications, Credentials, Licenses. All TES Personnel will be qualified in all material respects to provide the Services they provide on behalf of TES hereunder. All instructors and therapists provided by TES under this Agreement will meet State of Ohio requirements for providing the Services, such as holding an appropriate Ohio credential, certification or license and/or TB test clearance appropriate for providing the requested service. Upon written request, TES shall provide Client with a list of all TES Personnel that will serve student/patient enrolled in the Program. Such a list will identify the credentials/licenses held by each of the TES Personnel. TES shall notify Client within forty-five (45) business days of any change of TES Personnel that are providing Services directly to student/patient under this Agreement. An officer of TES shall certify to Client that TES Personnel providing instruction or therapy services hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to Ohio law, which certification shall accompany the list described in this Section 7(a).
- (b) Fingerprinting Requirements. TES shall conduct such criminal background checks of all TES Personnel through the Department of Justice ("DOJ") as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TES Personnel working with student/patient of Client have been convicted of a violent or serious felony (as defined by applicable law), are disqualified pursuant to 3319.39 or 3314.41 of the Ohio Revised Code, or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of TES Personnel described in Section 7(a) above shall identify those TES Personnel who have been so cleared by DOJ.
- (c) Commencement of Services. TES will contact student/patient and/or the student's/patient's parent or guardian if requested to do so by the Client, for the purpose of commencing services to such student/patient within ten (10) business days after written notification from the Client (in one of the manners permitted by Section 16(f) below, which include facsimile and electronic mail). TES shall have (5) business days following such notification to notify Client in writing if TES is unable to commence Services to a student/patient due to type of service requested or because the service requested is not otherwise consistent with the obligations of TES set forth in this Agreement.
- (d) Attendance Reporting. TES shall keep accurate records of Student/patient attendance and time spent by TES Personnel in providing Services to student/patient in the Program. Copies of such records will be provided to Client on a monthly basis with the invoices described in Section 9 below.
- (e) Service Logs. TES Personnel shall maintain auditable logs of Services provided. Such logs will be made available to Client, upon request, within five (5) business days. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays or holidays. Should TES not be able to provide such requested Services, TES will notify Client in Writing, within ten (10) calendar days.
- (f) Program Monitoring. TES shall comply with Client's reasonable requests for periodic monitoring of student/patient progress. Client shall have access to observe student/patient in the instructional setting, to interview the TES Personnel providing instruction or therapy to Client's student/patients, and to review the progress of such student/patient, provided that TES shall be compensated (in accordance with Section 9) for all time spent by TES Personnel in such interview and review processes.
- (g) Progress Reports. For each student/patient assigned to the Program by Client, TES shall provide Client and the applicable Parent(s) with a written progress report which shall identify current levels of performance and suggested goals of such student/patient by agreed upon dates each school year.
- (h) Annual Reviews. For each student/patient assigned to the Program by Client, TES shall provide Client and the applicable parent(s) with a written progress report that shall identify current levels of performance and suggested goals of the student/patient at least five (5) business days prior mutually agreed upon dates such as scheduled IEP/IFSP meetings provided that TES has been given no less than ten (10) business days advance written notice of such IEP/IFSP meetings as required by Section 6(b) above.
- (i) Compliance with Laws. During the term of this Agreement, TES shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.

- (j) Equal Treatment. TES and its employees shall not unlawfully discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.
- (k) Familiarity with student/patient Records. TES Personnel shall review and familiarize themselves with student/patient records such as IEP/IFSPs provided to TES pursuant to Section 6(a) above. TES Personnel shall review and become familiarized with documents provided to TES by Client or otherwise made available to TES relating to the individual needs of student/patient in the Program, including but not limited to evaluations, reports, observations, and family history.

#### 8. CORPORATE INFORMATION/CONFLICTS OF INTEREST

TES and Client agree to furnish each other copies of their respective current corporate bylaws and a current list of their respective Boards of Directors and corporate officers. TES and Client mutually agree to take such actions as may be reasonable and necessary to avoid any actual or potential conflicts of interest.

#### 9. COMPENSATION AND METHOD OF PAYMENT

- (a) Compensation. In consideration for the TES Services, Client shall compensate TES at the rates set forth on Appendix C, which rates shall be subject to adjustment as provided in Appendix C (the "Service Rates"). Compensation shall be payable by Client on a monthly basis as follows:
  - (i) A one-time Administrative and Materials Fee will be charged to all new and returning clients on the first invoice of the 2023-2024 fiscal year. This fee includes the following: Correspondence between TES Ohio and our school partners to assess annual services needs, inputting contracts into our billing system, networking billing codes for individual providers, and managerial facilitation of service initiation at the beginning of each year. The fee also supports the purchase of ETR assessment protocols for each discipline, which cost approximately \$45.00 per student. This one-time fee for returning schools (that previously contracted with TES in the 2022-2023 Academic Year) is \$400.00. For new schools that did not contract with TES during the 2022-2023 Academic year, this fee is \$600.00. Any school, new or returning, that submits their contract on or after September 1, 2023 will be charged an Administrative and Materials Fee of \$1000.00 to include late recruitment costs.
  - (ii) Within fifteen (15) business days of the last day of each month during the Term of this Agreement, TES shall submit an invoice to Client for Services provided during such month at the rates described in Appendix C, showing a credit to Client for the amount of the Prepayment for that month, and accompanied by true and complete copies of the attendance and time records described in Section 7(d) above. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days, subject to paragraph (ii) below.
  - (iii) If Client has a bona fide, good faith dispute with respect to whether a particular Service identified in a TES invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to TES describing such dispute in reasonable detail within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to TES all student/patient and other records relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, either TES or Client may terminate this Agreement on not less than forty (40) business days written notice pursuant to Section 12(b) below, and either party, regardless of whether the Agreement is then terminated, shall have the right to submit the dispute to mediation and arbitration in accordance with Section 16(j) below. The failure of Client to notify TES as to any disputed invoice or portion thereof in writing within thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and a waiver of any objection to those charges.
  - (iv) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a late charge of 3% interest on the outstanding balance, compounded monthly. Client also agrees to

pay TES all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.

- (b) Time for which Compensation is Payable. TES shall be compensated accordance with Appendix C for all time spent by TES Personnel providing Services which consist of instruction or therapy to student/patient in the Program, completion of Progress Reports and Session Progress Notes, and consultation to Client, Client’s staff and parents of Program student/patients, and also for time scheduled for such instruction or therapy by Client or the parents of a student/patient in the Program even if the student/patient is not in attendance, unless TES or the affected TES Personnel has been given no less than 24 hours advance notice that the student/patient will not attend or that the scheduled instruction or therapy has been canceled.
- (c) Payment Address. Client will make all payments payable to: Total Education Solutions at 625 Fair Oaks Avenue, Suite 300, South Pasadena, CA 91030, Attn: Accounting Department.

10. INSURANCE

- (a) Insurance Obligations of TES. TES shall procure and maintain the following insurance while this Agreement is in effect:
  - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation, covering all activities of TES Personnel at Client’s facilities in performance of TES’ obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per total general aggregate limit. TES agrees to provide Client with a Certificate of Insurance.
  - (ii) Workers’ Compensation And Employers’ Liability Workers’ disability compensation insurance covering each TES employee providing Services to Client hereunder, which insurance shall comply with all applicable legal requirements.
    - Part A. Statutory Limits
    - Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers’ Liability
- (b) Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:
  - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per aggregate limit.
  - (ii) Workers’ Compensation and Employers’ Liability Workers’ disability compensation insurance which insurance shall comply with all applicable legal requirements.
    - Part A. Statutory Limits
    - Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers’ Liability

11. INDEMNIFICATION

- (a) Indemnification by TES. TES shall defend, indemnify, and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness, or injury to persons or damage to property (including without limitation, consequential damages) resulting from the negligence or willful misconduct of TES or its agents, employees, or subcontractors in performing TES’ obligations hereunder.
- (b) Indemnification by Client. Client shall defend, indemnify, and hold harmless TES and its officers, directors, agents, shareholders, and employees from all liabilities and claims for death, illness, or injury arising to persons or damage

to property (including, without limitation, consequential damages) arising from Client's operation of its business and/or resulting from the negligence or willful misconduct of Client or its agents, employees, or subcontractors (other than TES).

- (c) Notice, Cooperation, and Opportunity to Defend. The party entitled to be indemnified under this Section 11 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 11 (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify and the Indemnifying Party shall defend such claim at its expense with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned, or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any records or documents in the possession of the Indemnified Party that are relevant to or necessary to defend such claim. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend and resolve such claim, the Indemnified Party may do so without the indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense and any settlement, award, or judgment arising therefrom, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.
- (d) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.
- (e) The provisions of this Section 11 shall expressly survive the expiration or termination for any reason of this Agreement.

## 12. TERMINATION

- (a) Without Cause. Either party may terminate this Agreement, without cause, upon at least sixty (60) business days prior written notice.
- (b) Dispute Over Charges. Either party may terminate this Agreement upon no less than forty (40) business days' notice as provided in Section 9(a)(ii) above.
- (c) For Nonpayment. TES may terminate this Agreement for Client's breach of its obligations to timely pay amounts due to TES under Section 9(a)(i) or 9(b) above, provided that TES gives written notice of such breach and Client does not pay TES the amount due (plus any interest due thereon under Section 9(a)(iii) above) within five (5) business days of such notice.
- (d) With Cause. Either party may terminate this Agreement upon the other party's material breach of any term or condition of this Agreement (other than a breach described in paragraphs (b) or (c) above) by giving not less than twenty (20) business days written notice of termination to the other party.
- (e) Effect of Termination. Upon the expiration or termination for any reason of this Agreement,
  - (i) TES will, within twenty (20) business days of termination, present a final invoice for all TES Services provided through the effective date of termination, which shall be due and payable in full within twenty (20) business days of delivery to Client, subject to Section 9(a)(iii) above.
  - (ii) TES shall, upon receipt of the payment described in Section 12(e)(i) above, turn over to Client all records of Client maintained by or under the control of TES.
- (f) All obligations of the parties, except for those described in this Section 12 and those that, by the express terms of this Agreement, expressly survive its expiration or termination, shall cease.

## 13. INDEPENDENT CONTRACTORS



The parties hereto acknowledge and agree that the relationship created between TES and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's disability compensation insurance with respect to all personnel employed or contracted by such party and shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

#### 14. NO HIRE AGREEMENT

##### (a) No Hiring by Client.

- (i) Client recognizes that each of the TES Personnel are unique and valuable resources of TES who have been trained by TES, that the Services to be provided hereunder are feasible only if TES Personnel have access to and interaction with Client and its agents and representatives under the terms of this Agreement, and that, but for this Agreement, Client would not have access to TES' employees. Client further acknowledges that TES Personnel have certain legal obligations, arising in contract and otherwise, to TES, which include obligations not to accept positions with TES' clients without the prior written consent of TES, not to solicit any TES client for employment or a competing business, or otherwise take any action to interfere with the relationship between TES and its clients. Accordingly, Client agrees that during the No Hire Period, neither Client nor any person who serves as an officer, director, employee, or agent of Client at any time during the term of this Agreement ("Client-Affiliated Person") shall, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion), hire, employ, or contract with any TES Personnel or any other person(s) employed by TES at any time during the six (6) months immediately preceding such hiring, employment, or contracting, or directly recruit or solicit any such person(s) to become employed by or to contract with Client or any other person or entity, unless Client pays to TES a Recruiting Fee (as defined in Section 14(b)(ii) below) for each such person Client or any Client-Affiliated Person hires, employs, or contracts with, or agrees to hire, employ, or contract with during the No Hire Period (herein, a "Hired TES Worker").
  - (ii) The Recruiting Fee for each Hired TES Worker will be the greater of (A) ten-thousand dollars (\$10,000.00), (B) 10% of the Hired TES Worker's annual salary at the time of termination of his or her employment or contract with TES, or (C) 10% of the total compensation paid by TES to the Hired TES Worker during the twelve (12) months immediately preceding termination of his or her employment or contract with TES. The Recruiting Fee shall be additional compensation due to TES under Section 9 herein, shall be invoiced to Client in accordance with Section 9, and shall be due and payable in full within ten (10) calendar days, notwithstanding the provisions of Section 9(a)(ii) and subject to the provisions for the payment of interest and collection costs in Section 9(a)(iii). TES shall be entitled to apply all payments received from Client to any unpaid Recruiting Fee prior to any other item of Compensation due to TES under Section 9 herein. The parties agree that the damages TES would suffer as a result of Client's or a Client-Affiliated Person's hiring, employment, or contracting with any Hired TES Worker would be difficult or impossible to quantify and that the Recruiting Fee constitutes a reasonable, good-faith estimate of those damages based on all information known and discoverable by the parties as of the date hereof. In the event Client challenges the enforceability of the Recruiting Fee and the Recruiting Fee is held to be unenforceable by a court or arbitrator, generally or with respect to a specific Hired TES Worker, TES shall be entitled to any and all damages or other relief provided in law or in equity, including attorney fees and costs.
- (b) Notification Costs. Upon a breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney fees and collection costs, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (c) Equitable Relief and Indemnification. Each party acknowledges that and agrees that due to the unique nature of TES Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge,



any breach of a party's obligations under this Section 14 may allow the breaching party or third parties to compete unfairly with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon any breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.

- (d) Survival. The obligations of the parties under this Section 14 shall expressly survive the expiration or termination for any reason of this Agreement.

## 15. CONFIDENTIALITY

- (a) TES Proprietary Information. Client acknowledges and agrees that TES owns all right, title and interest in and to the TES materials and TES systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know how, protocols, policies, operating manuals (expressly including the TES Client Manual), specifications, software, forms, education materials, financial information, as well as additions and modifications thereto developed and/or used by TES in the furtherance of TES operations and in performance of TES' obligations under this Agreement (collectively the "TES Proprietary Information"). Client shall maintain the confidentiality of all such TES Proprietary Information and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any TES Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of TES, use the TES Proprietary Information for any purpose except to the limited extent necessary for the provision of Services under this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of TES Proprietary Information and shall return to TES all manifestations and copies thereof in Client's possession or control except to the extent Client is allowed continued use of completed forms as set forth in Section 7(i).
- (b) Client Proprietary Information. TES acknowledges and agrees that in the course of performance of its obligations under this Agreement, TES will have access to certain information proprietary to Client, which may include but is not limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and TES shall have no right, title or interest therein. TES shall maintain the confidentiality of all Client Proprietary Information and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. TES shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, TES shall cease all use of Client Proprietary Information and shall return to Client all manifestations and copies thereof in TES' possession or control except to the extent that the information is retained for TES' internal and business records.
- (c) Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to temporary, preliminary, and permanent injunctive relief in addition to whatever other remedies it might have at law and equity and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations hereunder or the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.

- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies, due, claims for services rendered, claims for injunctive relief as provided for in Section 15(c) above, and/or claims for grant or financial assistance reimbursement due may, at either party's option, be brought separately and immediately in a court of competent jurisdiction or pursued through mediation as set forth below. In the event that a party pursues claims for monies due in court, all other disputes herein shall be subject to good faith mediation.
- (e) Survival. The obligations of the parties under this Section 15 shall expressly survive the expiration or termination for any reason of this Agreement.

16. MISCELLANEOUS

- (a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall insure only to TES and Client and not to any third person.
- (b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.
- (c) Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or the rights, interests or obligations hereunder without the consent of the other party.
- (d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.
- (e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered: upon personal delivery or delivery by facsimile or electronic mail (provided that, in the case of facsimile the sender shall have obtained electronic or other confirmation of actual delivery, and in the case of electronic mail, the sender shall have delivered to both email addresses identified below and shall not have received an electronic notice of non-delivery); twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail via registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES:                   Total Education Solutions  
                                   3428 W. Market St.  
                                   Fairlawn Ohio 44333  
                                   Attention: Tawnia Novak, Regional Director  
                                   Phone: 330 668 4041 or Facsimile: 330 666 5626  
                                   E-mail: [tnovak@tesidea.com](mailto:tnovak@tesidea.com)

If to Client:

The Intergenerational School  
 11327 Shaker Blvd  
 Cleveland, OH 44104  
 (216) 721-0120

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to choice of law provisions.
- (h) Waiver, Amendment. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed by the party against whom the waiver, amendment, or modification is to be enforced. Any waiver of any provision of this Agreement shall only be effective for the specific instance and circumstance for which the waiver is given, and the waiver shall not affect the continuing enforceability of that provision in any other instance or circumstance.
- (i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- (j) Dispute Resolution.
  - (i) If any dispute, controversy, or claim arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree first to try in good faith to settle the dispute by mediation. If the parties are unsuccessful in their attempt to mediate the dispute, then such disputes will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute. Arbitration shall take place in Summit County, Ohio. The parties shall have full rights of discovery in any such arbitration, as set forth in the Ohio Rules of Civil Procedure.
  - (ii) The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute, in Summit County, Ohio.
  - (iii) The prevailing party in any arbitration arising out of this Agreement shall be entitled to recover reasonable attorney fees and costs.
  - (iv) The award of the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of reasonable attorney fees and costs in any court proceeding relating to this Agreement or the enforcement or collection of any award or judgment rendered under this Agreement.
  - (v) Notwithstanding this arbitration agreement, either party may seek and/or obtain injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute (without reference to this arbitration agreement), and nothing in this Agreement shall be deemed or construed as preventing the same. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.
- (k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have each caused their duly authorized representatives to execute this Agreement as of the Commencement Date.

**Total Education Solutions (TES)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tawnia Novak, Ohio Regional Director/Co-Owner

**Client/School Name** The Intergenerational School

Legal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Printed Name** Brooke King, **Title** Executive Director

We are selecting a 1 year contract; rates are subject to increase annually.

We are selecting the multi-year contract which locks rates for 2 years.

**Appendix A  
TES Contract Information**

**Contract Information**

TES Main Contact: **Mandy Coddling**  
Full name as it should appear on contract

Mailing Address: **3428 W. Market Street**  
Street Address Suite #  
**Fairlawn** **OH** **44333**  
City State ZIP Code

Legal Signer: **Tawnia Novak** Title: **Director**  
Main Contact: **Mandy Coddling** Title: **Associate Director**  
Phone Number: **330-668-4041** Email: **mcoddling@tesidea.com**

**Accounting/Payment Information**

Attention: **Billing Department**

Address: **625 Fair Oaks Ave** **300**  
Street Address Suite #  
**South Pasadena** **CA** **91030**  
City State ZIP Code

Email Address: [billing@tesidea.com](mailto:billing@tesidea.com) Phone Number: **(323) 341-5580**

**TES Corporate Office Information**

Address: **625 Fair Oaks Ave** **300**  
Street Address Suite #  
**South Pasadena** **CA** **91030**  
City State ZIP Code

President/CEO: **Meaghan Donahue** Phone Number: **(323) 341-5580** Email: [mdonahue@tesidea.com](mailto:mdonahue@tesidea.com)

**Appendix B**

**School Contract Information**

Services to be provided at the following (mark all that apply):  School Site  Online  TES Clinic  Other

**Contract Information**

Legal Name/DBA: **The Intergenerational School**  
Full name as it should appear on contract

Address: 11327 Shaker Blvd  
Street Address Suite #

Cleveland OH 44104  
City State ZIP Code

Legal Signer: **Brooke King** Title: **Executive Director**  
 Main Contact: **Dr. Mario Clopton-Zymler** Title: **Principal**  
 Phone Number: **216-721-0120** Email: **mcloptonzymler@tisonline.org**

**Invoice/Billing Information**

Invoice: Select preferred invoice delivery method: Mail Email Both

Attention: **Sarah Alonso**

Address: **11327 Shaker Blvd**  
Street Address Suite #

Cleveland OH 44104  
City State ZIP Code

Email Address: salonso@igschools.org Phone Number: **216-721-0120**

**School Site(s) Information**

School Site Name: **The Intergenerational School**  
Full name as it should appear on contract

Address: 11327 Shaker Blvd  
Street Address Suite #

Cleveland Oh 44104  
City State ZIP Code

Main Contact: **Dr. Mario Clopton-Zymler** Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

School Site Name: \_\_\_\_\_  
Full name as it should appear on contract

Address: \_\_\_\_\_  
Street Address Suite #

\_\_\_\_\_  
*City* *State* *ZIP Code*

Main Contact: \_\_\_\_\_ Title \_\_\_\_\_  
: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site(s) Information Continued**

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* *Suite #*

\_\_\_\_\_  
*City* *State* *ZIP Code*

Main Contact: \_\_\_\_\_ Title \_\_\_\_\_  
: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* *Suite #*

\_\_\_\_\_  
*City* *State* *ZIP Code*

Main Contact: \_\_\_\_\_ Title \_\_\_\_\_  
: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* *Suite #*

\_\_\_\_\_  
*City* *State* *ZIP Code*

Main Contact: \_\_\_\_\_ Title \_\_\_\_\_  
: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* *Suite #*

	City	State	ZIP Code
Main Contact:	_____	_____	Title : _____
Phone Number:	_____	_____	Ema il: _____

**Appendix C  
Services**

Upon written or electronic request by Client, services can be provided in person or online. Below is an overview of available services.

- I. Case Management and Administrative Services—manage all special education administrative functions including oversight of the entire special education compliance and service delivery process: obtaining special education records; establishing and monitoring confidential student/patient special education files; monitoring compliance time-lines for 30-day, initial, annual and triennial IEP/IFSPs; scheduling, convening and running IEP/IFSP meetings; coordinating with parents, administrators, service providers to ensure adherence to the child’s IEP/IFSP; assisting in the establishment of the Child Find and student/patient Study Team and Response to Intervention (RTI) process and monitoring compliance with ADA, Section 504, etc.
- II. Professional Development and Training—develop and/or deliver training programs and/or materials for designated audience including but not limited to general education teachers, special education providers, administrators, and/or parents. Client recognizes that all trainings and related materials constitute property of TES and shall not be duplicated without written consent of TES.
- III. Psychological-Education (PSY) and Assessment Services—conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state education codes in order to determine child’s level of functioning for the development of an initial IEP/IFSP or to evaluate the child’s annual or three year progress on his or her IEP/IFSP. All assessments conducted by licensed and/or credentialed personnel including School Psychologists, Speech and Language Specialists; Resource Specialists, etc. Written report included.
- IV. Instruction—provide all special education services, including Resource Specialist Program, Special Day Class and full-inclusion services, to eligible student/patient assigned by Client to TES. TES will work with Client to develop a full continuum of services as appropriate. Services shall include the following:
  - Pre-post testing to establish baseline and progress data.
  - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
  - Daily, weekly, quarterly and/or annual progress reports.
  - Individual, small group services.
  - Services model delivery based on IEP/IFSP goals.
- V. Designated Instructional Services—provide all Related Services including Speech and Language Therapy, Occupational Therapy, Physical Therapy, to those student/patient of Client eligible therefore and assigned by Client to TES. Services shall include the following:
  - Pre-post testing to establish baseline and progress data.
  - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
  - Daily, weekly, quarterly and/or annual progress reports.
  - Individual, small group services.
  - Service delivery model based on IEP/IFSP goals.

VI. Behavioral Intervention Services—provide an array of behavior intervention services including one to one classroom support as well as specific intervention strategies such as discrete trial training, floor time, play therapy, and sensory-motor therapy for eligible student/patient assigned by Client to TES. Services shall include the following:

- Functional Analysis Assessments
- Pre/post testing to establish baseline and progress data.
- Establishment of Behavior Intervention Plans.
- Establishment of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards necessary.
- Daily, weekly, quarterly or annual progress reports as required.
- Individual, small group services
- Service delivery model based on IEP/IFSP goals.

In addition, TES service providers provide the following IEP/IFSP support services in their area of professional expertise, including:

VII. Compliance Review—ensures that client meets Federal, state, county, SELPA and local regulations regarding the provision of special education as authorized on each child’s IEP/IFSP; provides an audit of Individual Plans such as Individualized Education Programs (IEP/IFSP) including review and maintenance of files for all Special Education student/patient in assigned caseload to determine current IEP/IF status, eligibility and compliance needs; obtains missing Individual Plans and related records for Special Education student/patient in assigned caseload; and obtains required parent authorization for assessment and services in assigned caseload.

VIII. Individual Plan Development—provide administrative services to develop IEP/IFSPs/ITPs for eligible student/patient in assigned caseload to ensure compliance with state and federal requirements.

- Write quarterly and/or annual progress reports as required.
- Undertake other such Individual Plan development duties as determined by mutual agreement with the school.

IX. Individual Plan Meeting Attendance – Attendance by a TES representative at student/patient ITP/IEP/IFSP meetings for all students/patients assigned to TES, including students/patients assigned to TES for evaluations/assessments as described in above. Attendance by TES special education specialists may include writing of Individual Plans and establishment of individual goals and objectives if instructed in writing by Client.

X. Consultation – Consultation services include in-service training for your general education staff; developing a Child Find and/or student/patient Success Team model and Response to Intervention (RTI); behavior observation; electronic special education data input; consulting with general education teachers on accommodations in the general education program; consulting with parents or school administrators; consulting on compliance the Individuals with Disabilities Education Act; Parent’s Due Process Rights under the Individuals with Disabilities Education Act; the Americans with Disabilities Act; and Section 504, etc.

#### Service Location and Delivery Mode

Services can take place at one or more of the following locations:

- XI. School Site –in a space designated by the school and conducive to the service being requested. See Section 6.(e) above.
- XII. TES Clinic Location – services can be held at the TES Clinic sites upon request.
- XIII. Community Location –services can be held at an agreed upon community location.
- XIV. Online – services can be held online using our HIPAA and FERPA compliant portal. Clients can attend sessions in their own home or at the school site. If the client is a minor, a responsible adult must be present throughout the online session and available for technical and therapeutic/academic support. Additional training and documentation is necessary to allow for successful implementation of this service delivery mode.
- XV. Blended Service Delivery Model: clients may choose to utilize a blended program in which services are provided both online and in person. Additional fees may apply.

Special Education Services shall also include Specialized Academic Instruction Program, Special Day Class Programs and Designated Instructional Services (“DIS”) as necessary, in the reasonable judgment of TES, to meet student/patient needs and legal



requirements; provided that if TES, in its reasonable judgment, believes that any student/patient(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated hereunder or are otherwise cost prohibitive in light of the rates set forth in Appendix D (collectively, "Extraordinary Services"), TES shall identify such student(s)/patient(s) to Client in writing, and Client and TES shall, within fifteen (15) business days of such notice, meet and negotiate in good faith regarding additional compensation to TES for such Extraordinary Services.

## Appendix D

<b>Services</b>	<b>Early Contract Rate (Contracts submitted on or before July 1, 2023)</b>	<b>Standard Contract Rate (Contracts submitted from July 2-August 31, 2023)</b>	<b>Late Contract Rate (Contracts submitted on or after September 1, 2023)</b>
<b>Special Education Coordination/Consultation</b>			
<b>Special Education Compliance</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Special Education File Review w/ Report</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Charter School Operations Consult-start-up, EMIS compliance, school improvement, board relations, , policies and procedures, RTI Attendance</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Resident Educator Mentor</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Case Management- Write IEPs, Coordinate services</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Academic Coaching</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>School Psychology</b>			
<b>Initial Evaluation - Approx. 11 hrs w/o meeting</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>Re-Evaluation - Approx. 8 hrs w/o meeting</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>Teacher Consult</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>Assessment – FBA</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>School Social Worker</b>	<b>\$65.00</b>	<b>\$70.00</b>	<b>\$75.00</b>
<b>Specialized Academic Instruction</b>			
<b>Intervention Specialist</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>ELL/TESOL</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>Title One- Reading</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>Title One- Math</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>

<b>Orton-Gillingham Tutor</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>Speech and Language</b>			
<b>Direct Services</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>Kindergarten Language Screenings</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>Assessment – Psycho-Educational</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>IEP / Meetings</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>RTI activities</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>Occupational Therapy</b>			
<b>Direct Services/Progress Reporting/ Meetings / Consult - OT and OTA</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Assessment- Psycho-Educational/ IEP- OT</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>OT supervision of Occupational Therapy Assistant (OTA)</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Physical Therapy</b>			
<b>Direct Services/Progress Reporting/ Meeting/Consult - PT</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Assessment- Psycho-Educational/ IEP</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>PT supervision of Physical Therapy Assistant (PTA)</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Direct Services/Progress Reporting  Physical Therapy Assistant (PTA)  (PTA when available)</b>	<b>\$69.00</b>	<b>\$72.00</b>	<b>\$77.00</b>
<b>Consult/ Meetings - PTA ( PTA when available)</b>	<b>\$69.00</b>	<b>\$68.00</b>	<b>\$77.00</b>
<b>RTI activities - PTA (PTA when available)</b>	<b>\$65.00</b>	<b>\$65.00</b>	<b>\$77.00</b>
<b>Behavioral Support</b>			

<b>FBA (average 8 hours) and BIP(average 2-4 hours) by BCBA</b>	<b>\$110.00</b>	<b>\$115.00</b>	<b>\$125.00</b>
<b>Registered Behavior Technician (RBT) Direct Services</b>	<b>\$60.00</b>	<b>\$60.00</b>	<b>\$70.00</b>
<b>Supervision of RBT by BCBA</b>	<b>\$110.00</b>	<b>\$115.00</b>	<b>\$125.00</b>
<b>Consult w. teachers and team</b>	<b>\$110.00</b>	<b>\$115.00</b>	<b>\$125.00</b>

Additional Fees	
<b>One-Time Annual Contract Administration and Materials Fee</b>	<p><b>Returning Schools</b> (Schools that contracted with TES during the 2022-23 Academic Year, Contract submitted by August 31, 2023): \$400.00</p> <p><b>New Schools</b> (Schools that did not contract with TES during the 2023-23 Academic Year, Contract submitted by August 31, 2023): \$600.00</p> <p><b>All Schools that return a contract on or after September 1, 2023:</b> \$1000 which includes late recruiting fees</p>
<b>Minimum Daily Service Requirement:</b> 2 hour minimum required for all services, per day, per provider. Additional fee incurred for visits under 2 hours.	<b>30 minutes added to billing using the provider's rate</b> (e.g. Physical Therapist travels to your school for only one student, requiring a 30-minute visit. In accordance with the Minimum Daily Service Requirement, 30 minutes will be added to the visit.)

Additional Services*	
<b>Professional Development</b>	<b>\$400 per hour</b>
	<b>\$1200 for 1/2 day Training</b>
	<b>\$2500 full day Training</b>
<b>Assessment – Bilingual</b>	<b>An additional 3-hour charge at the hourly rate for assessments within 21 calendar days</b>
<b>No Show - cancellation made within 24 hours of scheduled service, assessment or meeting</b>	<b>Half of the scheduled time at the hourly rate</b>

These rates include Workers Compensation, Unemployment/Disability, and Professional Liability Insurances; and Payroll Taxes/Benefits.

I have reviewed the above rate schedule and agree with all fees as written. I understand that my contracted rate is determined by the date that the contract is submitted to TES.

Initials



**TNTC**  
The National Teachers College



**THE**  
**Intergenerational**  
**SCHOOL**

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE NATIONAL TEACHERS COLLEGE**  
**and**  
**THE INTERGENERATIONAL SCHOOL**

This Agreement is made by and between The National Teachers College and The Intergenerational School, effective as of the date of the last signature below.

In an innovative initiative, The National Teachers College (TNTC) and The Intergenerational School will offer a one-year, residency teacher licensure program. This program, the Resident Teacher Apprentice Program, will be conducted as a graduate level program leading to a Master in Education (M.Ed.) degree with initial Ohio teacher licensure available for the Elementary License (grades P-5) and the Middle Childhood License (grades 4-9).

Graduates complete 45 semester hours of academic course work through The National Teachers College while apprenticing at The Intergenerational School.

The partnership between The Intergenerational School and The National Teachers College is beneficial to all concerned in a number of ways: graduate students are immediately able to understand the link between teaching theory and practice; mentor teachers and College faculty share in the supervision and evaluation of the graduate students; graduate students are educated in the philosophy and pedagogy of The National Teachers College graduate program and in the educational culture and mission of The Intergenerational School; teachers at The Intergenerational School have the opportunity for assistance in their classrooms, for continued professional development through mentoring future teachers and, as qualified, serving as adjunct faculty in the program. The Intergenerational School is able to draw future teachers from a pool of new teachers familiar with the school's students, culture and goals.

In consideration of the mutual promises made herein and other good and valuable consideration, The Intergenerational School and The National Teachers College hereby agree as follows:

The Intergenerational School will provide the following:

1. Selection of qualified teachers to mentor the resident teacher apprentices;
2. Support of mentor teachers in program-related professional development, attending meetings, and participating in the program.
3. Provision of a dedicated space within the school for carrying out the Resident Teacher Apprentice Program that is not used by faculty or administration of The Intergenerational School. This space will serve as a classroom for the resident program, as a study area for the resident apprentices when not in use as a classroom, and as office space for the TNTC Program Director. This space must be sufficient to accommodate a class of 20. This space will be available to TNTC during daytime and evening hours, in the summer and during the academic year.
4. For the dedicated space:
  - TIS will provide cleaning and maintenance services according to the TIS general cleaning schedule.
  - A phone and internet access will be provided by TIS to TNTC at no charge.
  - TNTC will provide all furniture, including computer and printer for the space.



5. Collaboration with the College in the application process, coordinating tours and providing persons to serve on the interview panel for final selection;
6. Coordination of the official application files with the College's admissions office;
7. Adherence to all academic policies, procedures and conditions of The National Teachers College as stated in the Graduate Bulletin;
8. Agreement to host only resident teacher apprentices from The National Teachers College in any field placement and/or student teaching capacity.

The National Teachers College will provide the following:

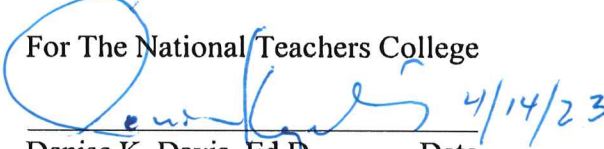
1. Oversight and provision of the academic program approved by the Ohio Department of Higher Education;
2. Appointment of a full-time Director of the Resident Teacher Apprentice Program who will reside at the school;
3. Provision of a stipend paid to The Intergenerational School's teachers who serve as mentors;
4. Collaboration with The International School throughout the admissions process;
5. Collaboration with The Intergenerational School in implementing and evaluating the program;
6. Administrative services to the graduate students (e.g. financial aid services, registration) as students and alumnae of The National Teachers College;
7. Appointment of faculty to teach the graduate courses;
8. Services during the program (e.g. library services, student services, counseling);
9. 45 hours of graduate credit work leading to eligibility for the Ohio Resident Educator License and a Master's degree for each student who successfully completes the program;
10. Adherence by TNTC students to all applicable TIS personnel policies as stated in the TIS Staff Handbook;
11. Adherence to all policies and conditions of The National Teachers College as stated in the Graduate Bulletin and this document.

In implementing the terms of this agreement and the referenced articulation agreement, The Intergenerational School and The National Teachers College agree as follows:

1. The parties agree to honor their obligations under local, state and federal rules, regulations, policies executive orders and laws with respect to any student, faculty or other party affected by these agreements.
2. The parties agree that these agreements may not be extended, modified or removed by either party without the advance written consent of the other.
3. This agreement shall remain in effect indefinitely from the date of the last signature, with the understanding that it may be terminated by either party giving a one (1) year notice to the other party in writing. Such notice must be presented no later than September 1 of any respective year.

In witness, whereof, the appropriate institutional authorities of both parties hereto have offered their signatures:

For The Intergenerational School  
  
Brooke King Date  
Executive Director

For The National Teachers College  
  
Denise K. Davis, Ed.D. Date  
President

## **EDUCATION SERVICES STAFFING AGREEMENT**

This Education Services Staffing Agreement (hereinafter “Agreement”) is entered into this April 17, 2023, by and between **The Intergenerational School** located at 11327 Shaker Blvd, Ste 200E Cleveland, Ohio 44104, referred to in this Agreement as “Customer,” and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2 Summit Park Dr, Independence, OH, 44131, United States of America referred to in this Agreement as “Maxim.”

### **RECITALS**

**WHEREAS**, Customer operates a School, as defined by State Law located in Ohio and wishes to engage Maxim to provide personnel to supplement Customer’s staff.

**WHEREAS**, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer.

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

### **ARTICLE I. DEFINITIONS**

“**Agreement**” means this EducationServices StaffingAgreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

“**Assignment Confirmation**” means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

“**Assignment Personnel**” means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

“**Assignment Personnel Rate**” means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in “Attachment C” and controls where different from Base Rates set forth in “Attachment A.”

“**Assignment Services**” means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and “Attachment C.”

“**Base Rate**” means the rates billed for Services performed by Personnel pursuant to terms of Agreement and “Attachment A” hereto.

“**Behavior Intervention Plan**” or “**BIP**” is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

“**Contractor**” means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

“**Effective Date**” means the date first written above in the introductory paragraph of Agreement.



**“Float”** means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

**“Individual Education Program” or “IEP”** is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.

**“Individual Health Plan” or “IHP”** is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

**“Medical Services”** services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

**“Personnel”** means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

**“Placement”** is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

**“Related Services”** means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services include school health services and school nurse services, social work services in schools, and parent counseling and training.

**“School Health Services”** means health services that are designed to enable a child with a disability to receive FAPE as described in the child’s IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

**“School Work Site”** means any location Customer assigns Personnel to render Services.

**“Services”** means collectively School Health Services, Special Education Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in Article III and any Attachment(s) and/or Statement(s) of Work.

**“Special Education Services”** means specially designed instruction to meet the unique needs of a child with a disability.

**“Statement of Work” or “SOW”** means a statement of work describing the Services entered into by Maxim and Customer in accordance with Article III and “Attachment A” attached hereto.

“**Supplies**” means any and all necessary medical supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment (“PPE”).

“**Term**” has the meaning given is Section 2.1.

## **ARTICLE II. TERM**

**Section 2.1. Term.** This Agreement will commence on the Effective Date and will continue for a school calendar year.

**Section 2.2 Renewal.** This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement

## **ARTICLE III. NATURE AND SCOPE OF SERVICES**

### **Section 3.1 Scope of Services.**

(a) **Staffing.** Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a School Work Site or in an environment controlled by Customer. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in “Attachment A.” Services include School Health Services, Related Services, and/or Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the “Plan”), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) **Distance Learning Service(s).** Customer may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student’s location (“Distance Learning Service(s)”) due to Customer school closings and/or delays. Customer is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. Customer will provide supplies and resources needed to implement Distance Learning Services and its own expense. Customer is responsible for maintaining a safe environment for all Distance Learning Services.

(c) **Changes.** From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the “Changes”). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work (“SOW”) or subsequent “Attachment A” to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

**Section 3.2 School Health Services Requirements.** Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

**Section 3.3 Related Services.** Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

**Section 3.4 Special Education Services.** Maxim will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

**Section 3.5 Maxim as Employer.** Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

**Section 3.6 Availability of Personnel.** The Parties agree that Maxim’s duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel’s fair market value rate for the modality provided.

#### **ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS**

**Section 4.1 Plan Implementation.** Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer. Customer shall orient Maxim Personnel on the transportation and emergency protocol. Customer will make all determinations on Placement.

**Section 4.2 Orientation and Evaluation.** Customer will provide Personnel with orientation of Customer’s policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student’s with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

**Section 4.3 Supplies.** Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

**Section 4.4 Float Policy.** Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer’s requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the

applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

**Section 4.5 Right to Dismiss.** If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation.

**Section 4.6 Work Environment and OSHA.** Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

**Section 4.7 Notification of Incidents and Claims.** Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

**Section 4.8 Maxim Timeclock.** The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

## **ARTICLE V. CONVERSION OF PERSONNEL**

**Section 5.1 Non-Solicitation.** For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate

or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

**Section 5.2 Placement Fee.** Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim if Customer pays Maxim a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

**Section 5.3 Breach of Conversion of Personnel Section.** In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

## **ARTICLE VI. INVOICING, PAYMENT, AND TAXES**

**Section 6.1 Invoicing.** Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail:

Invoicing Contact:

Invoicing Address:

**Section 6.2 Payment.** All amounts are due and payable within thirty (30) days from the date of invoice. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

**Section 6.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.



**Section 6.4 Annual Rate Increases.** Customer agrees to and accepts annual rate increases at the percentage listed on “Attachment A” of this Agreement.

**Section 6.5 Customer Bankruptcy or Insolvency.** Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

**Section 6.6 Assurances.** In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Maxim applies the prepayment deposit in accordance with this Section at such time that concern about Customer’s impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

**Section 6.7 Transaction Taxes.** Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes.

## **ARTICLE VII. RELATIONSHIP OF THE PARTIES**

**Section 7.1 Independent Legal Entities.** Maxim and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Maxim nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

**Section 7.2 Use of Contractors.** Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

**Section 7.3 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party’s policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

## **ARTICLE VIII. ASSIGNMENT SERVICES**

**Section 8.1 Assignment Services.** As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in “Attachment C.” To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

**Section 8.2 Interviews.** Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer’s requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

**Section 8.3 Assignment Cancellation by Maxim.** Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

**Section 8.4 Assignment Cancellation by Customer.** Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the “Attachment C” Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days’ notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel’s rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancellation notice).

**Section 8.5 Assignment Confirmations.** Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as “Attachment C.” Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

**Section 8.6 Assignment Confirmation Delivery.** Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

## **ARTICLE IX. ADDITIONAL SERVICES**

**Section 9.1 Locum Tenens Coverage.** Should Customer request Locum Tenens providers from Maxim, the Parties shall enter into a separate Agreement or Statement of Work for Locum Tenens coverage.

**Section 9.2 Assignment or Subcontracting.** Maxim can assign or subcontract this Agreement with written notice to Customer for the purpose of providing additional Contractors, Personnel for fulfilling the requirements of this Agreement, or to provide a workforce management solution by its subsidiary, Sunburst Workforce Advisors, LLC to Customer. Should Customer request utilization of a workforce solution, the Parties shall enter into a separate Service Agreement with Maxim's Subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Service Agreement will govern use of the workforce solution.

## **ARTICLE X. INSURANCE**

**Section 10.1 Maxim Insurance.** Maxim will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Maxim will provide a certificate of insurance evidencing such coverage upon written request by Customer.

**Section 10.2 Customer Insurance.** Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Maxim prompt written notice of any material change in Customer coverage. Customer shall name Maxim as an additional insured on its general liability policy.

## **ARTICLE XI. INDEMNIFICATION**

**Section 11.1 Indemnification by Maxim.** Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Maxim of Section 3.2 or Section 3.3.

**Section 11.2 Indemnification by Customer** – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or



(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

**Section 11.3 Indemnification Procedures** – The Party seeking indemnification under this Article XI (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party’s prior written consent.

## **ARTICLE XII. LIMITATION OF LIABILITY**

**Section 12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**Section 12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO MAXIM BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT OR THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.**

## **ARTICLE XIII. DISPUTE RESOLUTION**

**Section 13.1 Dispute Resolution.** Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

**Section 13.2 Dispute Resolution Process.** To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party’s representative in the negotiation. The other Party shall have ten (10) business days to designate its

own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

**Section 13.3 Inability to Resolve.** If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

## **ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA**

### **Section 14.1 Confidentiality.**

**A. Maxim/Customer Information.** Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

**B. Disclosure of Maxim/ Customer Partnership.** From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

**C. Student Information:** In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Maxim is provided access to students' records, Maxim shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Maxim shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

**D.** The obligations set forth in this Article XIV shall survive the termination of this Agreement.

**Section 14.2 Data Security.** Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all computer systems, networks, and/or data related to the services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

**Section 14.3 Aggregate Statistical Usage.** Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

## **ARTICLE XV. TERMINATION**

**Section 15.1. Termination for Convenience.** Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

**Section 15.2 Termination for Cause.** If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

**Section 15.3 Post Termination Obligations.** Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

## **ARTICLE XVI. GENERAL TERMS**

**Section 16.1 Non-discrimination.** Neither Maxim nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current,

or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

**Section 16.2 Compliance with Laws.** Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

**Section 16.3 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

**Section 16.4 Assignment of Agreement.** Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

**Section 16.5 Attorneys' Fees.** In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

**Section 16.6 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

The Intergenerational School  
11327 Shaker Blvd, Ste  
200E, Cleveland,  
Ohio 44104  
ATTN: Aaron Davidson-Bey

Maxim Healthcare Staffing Services, Inc.  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department

COPY TO:  
Maxim Healthcare Staffing Services, Inc.  
2 Summit Park Dr, Independence, OH,  
44131, United States of America  
ATTN: David Akin

**Section 16.7 Headings.** The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

**Section 16.8 Merger.** This Agreement constitutes the entire contract between Customer and Maxim regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

**Section 16.9 Amendment.** No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

**Section 16.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

THE INTERGENERATIONAL  
SCHOOL :

MAXIM HEALTHCARE STAFFING  
SERVICES, INC.:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT “A”  
CUSTOMER REQUESTED PERSONNEL AND RATES - April 17, 2023**

**School Work Site.** This “Attachment A” shall apply to the following School Work Site(s):

Work Site Name	Address	Work Site Contact
----------------	---------	-------------------

**Base Rates.** Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate \$ (per hour)
<b>BCBA</b>	<b>80.00-100.00</b>
<b>Behavior Tech</b>	<b>45.00-55.00</b>
<b>Occupational Therapist School</b>	<b>70.00-85.00</b>
<b>OTA</b>	<b>55.00-65.00</b>
<b>PTA</b>	<b>55.00-65.00</b>
<b>Physical Therapist School</b>	<b>70.00-85.00</b>
<b>School Aide</b>	<b>35.00</b>
<b>Teacher</b>	<b>50.00-60.00</b>
<b>Social Worker Schools</b>	<b>50.00-55.00</b>
<b>Special Education Teacher</b>	<b>65.00-75.00</b>
<b>Counselor</b>	<b>50.00-55.00</b>
<b>School Psychologist</b>	<b>85.00-100.00</b>
<b>SLP</b>	<b>100.00-110.00</b>
<b>LPN</b>	<b>55.00</b>
<b>RN</b>	<b>65.00</b>

**Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

**Weekend.** Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

**Orientation.** Base Rate(s) will be billed for all time spent in required Customer orientation.

**Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

**Holidays.** Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

- |                  |                  |
|------------------|------------------|
| New Year's Day   | Labor Day        |
| Memorial Day     | Thanksgiving Day |
| Independence Day | Christmas Day    |

**Changes.** Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to “Attachment A” by execution of subsequent “Attachment A” document(s).

**Attachment “B”**  
**PRE-ASSIGNMENT SCREENING**

- I. **School Health Services, Related Services, and Special Education Personnel Requirements.** Maxim will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment “A” who meet the following criteria, if the role involves the provision of health and mental health services. These roles include but are not limited to: RN Certified Nurse, RN School, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel’s placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law;
  - b. Verify current license, registration, or certification, including CPR, for the Services to be provided, if applicable to role;
  - c. Skills assessment checklist of competencies for the position and an exam, if applicable
  - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;
  - e. Verify relevant professional and specialty expertise as requested by Customer;
  - f. Receive employment verification;
  - g. Confirm Personnel are authorized to work;
  - h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- II. **Education Personnel Requirements.** Maxim will supply Customer with requested Related Services Personnel in Attachment “A” performing education services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel’s placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law;
  - b. Receive employment verification;
  - c. Verify, license, certification or certification, if applicable to the role;
  - d. Verify relevant professional and specialty expertise as requested by Customer;
  - e. Confirm Personnel are authorized to work;
  - f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- III. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the “Clear” or “Not Clear” status. Customer agrees



that Personnel may begin assignment following completion of a successful Customer background screening.



**ATTACHMENT “C”  
ASSIGNMENT CONFIRMATION**

Maxim and Customer hereby agree the following Personnel will be assigned to Customer’s Work Site, listed below, under the terms and conditions outlined below and according to the Agreement signed between Customer and Maxim.

Customer and Maxim understand and agree that this assignment is contingent upon verification of Personnel’s compliance with the Agreement and the pre-assignment screening requirements in “Attachment B” prior to the assigned start date. To the extent that the rates set forth herein differ from the rates in “Attachment A” the rates set forth herein shall govern for the length of the Assignment start and end dates, and with renewal of the Agreement.

Customer Name:	
School Work Site Address:	
Confirmation Date:	

Customer hereby agrees to sign/return this document **WITHIN 48 BUSINESS HOURS** of the date listed above and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	

Authorized signature below indicates agreement to utilize Maxim Personnel under of ALL of the conditions specified above. The Staffing Services Agreement between Customer and Maxim shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

\_\_\_\_\_  
Authorized Customer Representative Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

Please email a signed copy of this confirmation back to E-MAIL ADDRESS. Thank you.



# Camp Ho Mita Koda

*"Welcome My Friend"*

**Group:** Lakeshore Intergenerational Schools  
**Contact Person(s):** Sarah Alonso  
**E-mail:** [Salonso@igschools.org](mailto:Salonso@igschools.org)  
**Phone Number:** 216-721-0120 x 1102  
**Billing Address:** 11327 Shaker Boulevard, Cleveland, OH 44104

**# of Participants:** 78- Estimate                      **# of Chaperones:** 12  
**Program Dates:** May 25, 2023                      **Timeframe:** 9:00am – 5:00pm

**Experience Includes:** Programming (Group Initiatives, Rock Climbing, High/Low Challenge Course, Watercraft, etc). Meeting/program space, full & exclusive facility/property access. Program design, specialty staff (custodial, program, etc), facilitation, and materials for designated program areas.

Fees as presented are for a **guaranteed minimum** number of 65 participants for a 1-day onsite experience for a total investment is \$2,275. Chaperones are free. The final invoice will be based on the total number of onsite participants. Any additional participants above the stated number of 65 quoted will be charged at a rate of \$35 per participant.

**Total Investment:** \$2,275 (65 Participants)

**Deposit:** \$1,137.50                      **Due Date:** April 25, 2023  
**Balance:** \$1,137.50                      **Due Date:** June 1, 2023

**PLEASE READ CAREFULLY:**

**To Guarantee your Program Dates**

A confirmation deposit of 50% of the expected contract total, along with this signed service agreement is required to confirm and hold the date(s) requested above. Program dates are confirmed after our office receives the signed agreement and deposit.

**Cancellation Policy** *If a program needs to cancel the following cancellation policy will be upheld.*

- Cancellation within 15 days of the program results in forfeiture of 100% of the deposit amount paid.
- Cancellation within 16-29 days of the program will result in forfeiture of 75% of the deposit amount paid.
- Cancellation 30-60 days of the program will result in forfeiture of 50% of the deposit amount paid.
- Should the program need to reschedule, the deposit will be applied to a future date if the program is rescheduled within the same calendar year and notification to reschedule is given to Camp Ho Mita Koda at least 60 days prior to the original date of the program.
- Camp Ho Mita Koda may terminate this agreement without any liability upon ten (10) days prior written notice to client and will issue a full refund if payment of the deposit amount paid.

**Payment Terms**

- Client is expected to render payment in full no less than 2 weeks after program completion. Client agrees to ensure that all necessary medical information and acknowledgement of risk for each participant is produced upon arrival.

440-739-4095

14040 Auburn Road, Newbury, OH 44065  
[www.camphomitakoda.org](http://www.camphomitakoda.org)

[Info@camphomitakoda.org](mailto:Info@camphomitakoda.org)

- A final invoice will be issued after completion of your program to reflect the cost for any additional participants over and above the Guaranteed Number. The invoice will also reflect any extra charges incurred while at Camp Ho Mita Koda.


In case of inclement weather Camp Ho Mita Koda will make all efforts to create alternatives to running high adventure, SEL, or other weather-contingent programming. It is understood that the availability of space, time and other clients on campus could limit these programming alternatives.

An authorized agent of the client organization must sign and date this document. This signature indicates a full understanding and acceptance of all prices, services, materials and terms contained in this agreement. Camp Ho Mita Koda will not guarantee program dates until signed agreement and deposit are received.

**Please sign one copy of this agreement and then return it along with your deposit to:  
Camp Ho Mita Koda, 14040 Auburn Road, Newbury, OH 44065**

**THE UNDERSIGNED HAS READ AND REVIEWED THE CONTRACT AND ATTACHED PROGRAM POLICY & PROCEDURE PACKET AND ACCEPTS ALL CONDITIONS OUTLINED ON BEHALF OF THE GROUP.**

This Agreement has been issued by:

 3/13/2023  
(Ian Roberts, Executive Director) (Date)

This agreement has been reviewed and signed by:

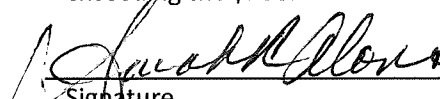
  
(Authorized Representative)

**LIABILITY FOR INJURY TO PERSONS OR PROPERTY:** User or other responsible party agrees to supervise and to assume full control and responsibility for any persons, entities or things. User agrees to defend, release, discharge, indemnify and hold harmless User and the Camp Ho Mita Koda Foundation and its past present and future members, directors, officers, employees, agents, and independent contractors and its and their successors, assigns and heirs from and against any harm, loss, damage, and/or claim and associated costs made by any third party, including reasonable attorney fees arising out of in any way connected with User's actions and/or failure(s) to act in respect of its use of the Camp.

  
Signature

3-13-23  
Date

It is understood and agreed that should your group fail to adhere to all of the rules and policies outlined in the groups packet and conform to the proper use of the buildings, Camp Ho Mita Koda may, at its discretion, terminate this agreement and require the User Group to vacate the property (during the program if necessary), forfeiting any and all fees and monies. I/We have read and understood this agreement and the policies it contains. I understand that if I/We or any of the guests or vendors at the program does not comply with this agreement or the policies the program may be immediately terminated by Camp Ho Mita Koda in its sole discretion, and/or all deposits made retained by Camp Ho Mita Koda. I understand and agree that, in addition, I/we will be responsible and liable to Camp Ho Mita Koda for any costs exceeding the amount of the retained deposit and any costs exceeding the \$250.

  
Signature

3-13-23  
Date



**Consulting and Service Agreement  
between  
Total Education Solutions, Inc.  
and  
Near West Intergenerational School**

**2023-2024**

## Total Education Solutions

**CONSULTING AND SERVICES AGREEMENT**

This Consulting and Services Agreement (“Agreement”) is entered into as of the Commencement Date set forth in Section 1 below by and between Total Education Solutions, Inc. (“TES”), a California corporation, and **Near West Intergenerational School (“Client”).**

**RECITALS**

- A. TES engages in the business of providing education and consulting services to nonprofit and for profit education and social services agencies.
- B. Client is a charter school that offers educational/therapeutic programs to students/patients at locations identified on Appendix A hereto (the “Service Locations”) or online.
- C. Client wishes to engage TES to provide certain services with respect to Client’s education and/or social service program (the “Program”) and TES wishes to provide such services, pursuant to the terms and conditions set forth below.

**AGREEMENT**

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. COMMENCEMENT DATE AND TERM

This Agreement shall commence at 12:01 a.m. on **July 1, 2023** (the “Commencement Date”), and shall continue until 11:59 p.m. on:

**June 30, 2024** (the “Term”).

**June 30, 2025** (the “Two Year Term”).

2. SERVICES TO BE PROVIDED BY TES

During the Term of this Agreement, TES shall provide the services described on Appendix B hereto in connection with the Program (the “Services”) to students/clients assigned by Client and TES shall provide personnel as TES determines are reasonably necessary to provide the Services (the “TES Personnel”), according to the Client’s written or electronic Request for Service.

3. ADDITIONAL SERVICES

If Client requests any services from TES in addition to the Services, such additional services will be provided by TES only if the parties have mutually agreed in writing or by electronic request upon the specific additional services, the scope of such additional services, and the additional compensation to TES for such additional services.

4. CALENDAR

Services will not be provided by TES on Client holidays, Client breaks, or TES holidays. Client must provide a copy of the client’s calendar to TES prior to the start of commencement of this Agreement and provide at least 10 business days’ notice of other closures to avoid paying TES for missed sessions.

TES observes the following legal holidays: Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Cesar Chavez



Day, and Memorial Day. If TES holidays do not coincide with Client holidays, make-up services will be offered to Client's student/patients.

## 5. RECORDS

TES agrees that all files, documents, records, and materials created by TES in the course of providing the Services during the Term of this Agreement, other than TES' internal and business documents, shall be the property of Client. TES agrees that upon expiration or termination of this Agreement for any reason, TES shall deliver such property of Client to Client, subject to Sections 11(c) and 12(e)(ii) below. Both during and after the Term of this Agreement, TES shall be permitted to inspect and/or duplicate, at its own expense, any individual student/patient file or record regarding the Program to the extent necessary to assure proper provision of Services, to meet professional responsibilities to students/patients, to assist in the defense of any claim or threatened claim against TES or TES Personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student/patient and/or patient records. TES Personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by The Family Educational and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) and any other applicable laws, unless the disclosure is otherwise permitted by law.

## 6. RESPONSIBILITIES OF CLIENT

- (a) Student/patient Records. During the term of this Agreement, Client shall provide TES with such Student/patient records, including Individualized Education Plans ("IEP") or Individual Family Service Plan ("IFSP"), as may be reasonably necessary for the proper provision of the Services. In accordance with Federal laws, special education services, such as those provided by TES, cannot be delivered to special education student/patient without IEP/IFSPs. TES must verify an IEP/IFSP prior to provision of Services to students/patients. For other students/patients, written or electronic request is required in order to provide non-IEP/IFSP services.
- (b) Notice of Meetings. Client shall provide TES with no less than ten (10) business days advance written notice of any and all meetings involving student/patient in the Program provided by TES such as IEP/IFSP meetings, etc. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays, or holidays.
- (c) Compliance with Laws. During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services in particular.
- (d) Compliance with TES Policies. During the Term of this Agreement, Client shall comply in all respects with TES policies and procedures relating to student/patient absences, difficulty contracting/serving students/patients, and service refusal as described below in Section 7. TES may modify Section 7 from time to time on no less than thirty (30) business days advance written notice to Client.
- (e) Facilities. TES will provide Services to Client at Client's facility, TES Clinic, an agreed upon public location, or online, and Client shall provide a facility and furnishings reasonably necessary for TES to provide the Services. This includes **appropriate space that is away from distractions, facilities, appropriate size furniture**, and a locked filing cabinet for Special Education Records in accordance with FERPA Privacy Law. TES utilizes a web-based database to document services, including Student/patient attendance and progress notes. Workspace should be reasonably clean and free from insect or pest infestation, asbestos, or other contaminants that could be harmful to an employee's health. **Workspace should also be able to be locked by provider and/or administrator for student and staff safety in the event of a lockdown.**
- (f) Technology. Client shall provide all TES employees assigned to serve Client's student/patient access to an on-site computer with connection to school Internet and printing capabilities. Since ETR/IEP documents must be editable to include parent feedback, onsite printing must be available. The on-site computer does not need to be for the exclusive use of TES employees, and use of Client's computer(s) by TES employees will be solely for documentation and printing purposes. There shall be no charge to TES to utilize Client owned, controlled, or leased sites or facilities and equipment arising from or related to the provision of Services. Additional Client sites or facilities may be added only if the parties have mutually agreed in writing.
- (g) Postage: In the event documentation must be mailed home to parents to ensure compliant communications (e.g. PR-01s, Meeting Notifications, etc), postage will be paid by the school.

- (h) Payment. Client shall compensate TES for the Services as provided in Section 9 below.

## 7. ADDITIONAL RESPONSIBILITIES OF TES

- (a) Qualifications, Credentials, Licenses. All TES Personnel will be qualified in all material respects to provide the Services they provide on behalf of TES hereunder. All instructors and therapists provided by TES under this Agreement will meet State of Ohio requirements for providing the Services, such as holding an appropriate Ohio credential, certification or license and/or TB test clearance appropriate for providing the requested service. Upon written request, TES shall provide Client with a list of all TES Personnel that will serve student/patient enrolled in the Program. Such a list will identify the credentials/licenses held by each of the TES Personnel. TES shall notify Client within forty-five (45) business days of any change of TES Personnel that are providing Services directly to student/patient under this Agreement. An officer of TES shall certify to Client that TES Personnel providing instruction or therapy services hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to Ohio law, which certification shall accompany the list described in this Section 7(a).
- (b) Fingerprinting Requirements. TES shall conduct such criminal background checks of all TES Personnel through the Department of Justice ("DOJ") as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TES Personnel working with student/patient of Client have been convicted of a violent or serious felony (as defined by applicable law), are disqualified pursuant to 3319.39 or 3314.41 of the Ohio Revised Code, or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of TES Personnel described in Section 7(a) above shall identify those TES Personnel who have been so cleared by DOJ.
- (c) Commencement of Services. TES will contact student/patient and/or the student's/patient's parent or guardian if requested to do so by the Client, for the purpose of commencing services to such student/patient within ten (10) business days after written notification from the Client (in one of the manners permitted by Section 16(f) below, which include facsimile and electronic mail). TES shall have (5) business days following such notification to notify Client in writing if TES is unable to commence Services to a student/patient due to type of service requested or because the service requested is not otherwise consistent with the obligations of TES set forth in this Agreement.
- (d) Attendance Reporting. TES shall keep accurate records of Student/patient attendance and time spent by TES Personnel in providing Services to student/patient in the Program. Copies of such records will be provided to Client on a monthly basis with the invoices described in Section 9 below.
- (e) Service Logs. TES Personnel shall maintain auditable logs of Services provided. Such logs will be made available to Client, upon request, within five (5) business days. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays or holidays. Should TES not be able to provide such requested Services, TES will notify Client in Writing, within ten (10) calendar days.
- (f) Program Monitoring. TES shall comply with Client's reasonable requests for periodic monitoring of student/patient progress. Client shall have access to observe student/patient in the instructional setting, to interview the TES Personnel providing instruction or therapy to Client's student/patients, and to review the progress of such student/patient, provided that TES shall be compensated (in accordance with Section 9) for all time spent by TES Personnel in such interview and review processes.
- (g) Progress Reports. For each student/patient assigned to the Program by Client, TES shall provide Client and the applicable Parent(s) with a written progress report which shall identify current levels of performance and suggested goals of such student/patient by agreed upon dates each school year.
- (h) Annual Reviews. For each student/patient assigned to the Program by Client, TES shall provide Client and the applicable parent(s) with a written progress report that shall identify current levels of performance and suggested goals of the student/patient at least five (5) business days prior mutually agreed upon dates such as scheduled IEP/IFSP meetings provided that TES has been given no less than ten (10) business days advance written notice of such IEP/IFSP meetings as required by Section 6(b) above.
- (i) Compliance with Laws. During the term of this Agreement, TES shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.



- (j) Equal Treatment. TES and its employees shall not unlawfully discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.
- (k) Familiarity with student/patient Records. TES Personnel shall review and familiarize themselves with student/patient records such as IEP/IFSPs provided to TES pursuant to Section 6(a) above. TES Personnel shall review and become familiarized with documents provided to TES by Client or otherwise made available to TES relating to the individual needs of student/patient in the Program, including but not limited to evaluations, reports, observations, and family history.

#### 8. CORPORATE INFORMATION/CONFLICTS OF INTEREST

TES and Client agree to furnish each other copies of their respective current corporate bylaws and a current list of their respective Boards of Directors and corporate officers. TES and Client mutually agree to take such actions as may be reasonable and necessary to avoid any actual or potential conflicts of interest.

#### 9. COMPENSATION AND METHOD OF PAYMENT

- (a) Compensation. In consideration for the TES Services, Client shall compensate TES at the rates set forth on Appendix C, which rates shall be subject to adjustment as provided in Appendix C (the "Service Rates"). Compensation shall be payable by Client on a monthly basis as follows:
  - (i) A one-time Administrative and Materials Fee will be charged to all new and returning clients on the first invoice of the 2023-2024 fiscal year. This fee includes the following: Correspondence between TES Ohio and our school partners to assess annual services needs, inputting contracts into our billing system, networking billing codes for individual providers, and managerial facilitation of service initiation at the beginning of each year. The fee also supports the purchase of ETR assessment protocols for each discipline, which cost approximately \$45.00 per student. This one-time fee for returning schools (that previously contracted with TES in the 2022-2023 Academic Year) is \$400.00. For new schools that did not contract with TES during the 2022-2023 Academic year, this fee is \$600.00. Any school, new or returning, that submits their contract on or after September 1, 2023 will be charged an Administrative and Materials Fee of \$1000.00 to include late recruitment costs.
  - (ii) Within fifteen (15) business days of the last day of each month during the Term of this Agreement, TES shall submit an invoice to Client for Services provided during such month at the rates described in Appendix C, showing a credit to Client for the amount of the Prepayment for that month, and accompanied by true and complete copies of the attendance and time records described in Section 7(d) above. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days, subject to paragraph (ii) below.
  - (iii) If Client has a bona fide, good faith dispute with respect to whether a particular Service identified in a TES invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to TES describing such dispute in reasonable detail within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to TES all student/patient and other records relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, either TES or Client may terminate this Agreement on not less than forty (40) business days written notice pursuant to Section 12(b) below, and either party, regardless of whether the Agreement is then terminated, shall have the right to submit the dispute to mediation and arbitration in accordance with Section 16(j) below. The failure of Client to notify TES as to any disputed invoice or portion thereof in writing within thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and a waiver of any objection to those charges.
  - (iv) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a late charge of 3% interest on the outstanding balance, compounded monthly. Client also agrees to

pay TES all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.

- (b) Time for which Compensation is Payable. TES shall be compensated accordance with Appendix C for all time spent by TES Personnel providing Services which consist of instruction or therapy to student/patient in the Program, completion of Progress Reports and Session Progress Notes, and consultation to Client, Client’s staff and parents of Program student/patients, and also for time scheduled for such instruction or therapy by Client or the parents of a student/patient in the Program even if the student/patient is not in attendance, unless TES or the affected TES Personnel has been given no less than 24 hours advance notice that the student/patient will not attend or that the scheduled instruction or therapy has been canceled.
- (c) Payment Address. Client will make all payments payable to: Total Education Solutions at 625 Fair Oaks Avenue, Suite 300, South Pasadena, CA 91030, Attn: Accounting Department.

10. INSURANCE

- (a) Insurance Obligations of TES. TES shall procure and maintain the following insurance while this Agreement is in effect:
  - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation, covering all activities of TES Personnel at Client’s facilities in performance of TES’ obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per total general aggregate limit. TES agrees to provide Client with a Certificate of Insurance.
  - (ii) Workers’ Compensation And Employers’ Liability Workers’ disability compensation insurance covering each TES employee providing Services to Client hereunder, which insurance shall comply with all applicable legal requirements.
    - Part A. Statutory Limits
    - Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers’ Liability
- (b) Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:
  - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per aggregate limit.
  - (ii) Workers’ Compensation and Employers’ Liability Workers’ disability compensation insurance which insurance shall comply with all applicable legal requirements.
    - Part A. Statutory Limits
    - Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers’ Liability

11. INDEMNIFICATION

- (a) Indemnification by TES. TES shall defend, indemnify, and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness, or injury to persons or damage to property (including without limitation, consequential damages) resulting from the negligence or willful misconduct of TES or its agents, employees, or subcontractors in performing TES’ obligations hereunder.
- (b) Indemnification by Client. Client shall defend, indemnify, and hold harmless TES and its officers, directors, agents, shareholders, and employees from all liabilities and claims for death, illness, or injury arising to persons or damage

to property (including, without limitation, consequential damages) arising from Client's operation of its business and/or resulting from the negligence or willful misconduct of Client or its agents, employees, or subcontractors (other than TES).

- (c) Notice, Cooperation, and Opportunity to Defend. The party entitled to be indemnified under this Section 11 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 11 (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify and the Indemnifying Party shall defend such claim at its expense with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned, or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any records or documents in the possession of the Indemnified Party that are relevant to or necessary to defend such claim. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend and resolve such claim, the Indemnified Party may do so without the indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense and any settlement, award, or judgment arising therefrom, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.
- (d) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.
- (e) The provisions of this Section 11 shall expressly survive the expiration or termination for any reason of this Agreement.

12. TERMINATION

- (a) Without Cause. Either party may terminate this Agreement, without cause, upon at least sixty (60) business days prior written notice.
- (b) Dispute Over Charges. Either party may terminate this Agreement upon no less than forty (40) business days' notice as provided in Section 9(a)(ii) above.
- (c) For Nonpayment. TES may terminate this Agreement for Client's breach of its obligations to timely pay amounts due to TES under Section 9(a)(i) or 9(b) above, provided that TES gives written notice of such breach and Client does not pay TES the amount due (plus any interest due thereon under Section 9(a)(iii) above) within five (5) business days of such notice.
- (d) With Cause. Either party may terminate this Agreement upon the other party's material breach of any term or condition of this Agreement (other than a breach described in paragraphs (b) or (c) above) by giving not less than twenty (20) business days written notice of termination to the other party.
- (e) Effect of Termination. Upon the expiration or termination for any reason of this Agreement,
  - (i) TES will, within twenty (20) business days of termination, present a final invoice for all TES Services provided through the effective date of termination, which shall be due and payable in full within twenty (20) business days of delivery to Client, subject to Section 9(a)(iii) above.
  - (ii) TES shall, upon receipt of the payment described in Section 12(e)(i) above, turn over to Client all records of Client maintained by or under the control of TES.
- (f) All obligations of the parties, except for those described in this Section 12 and those that, by the express terms of this Agreement, expressly survive its expiration or termination, shall cease.

13. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's disability compensation insurance with respect to all personnel employed or contracted by such party and shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

#### 14. NO HIRE AGREEMENT

##### (a) No Hiring by Client.

- (i) Client recognizes that each of the TES Personnel are unique and valuable resources of TES who have been trained by TES, that the Services to be provided hereunder are feasible only if TES Personnel have access to and interaction with Client and its agents and representatives under the terms of this Agreement, and that, but for this Agreement, Client would not have access to TES' employees. Client further acknowledges that TES Personnel have certain legal obligations, arising in contract and otherwise, to TES, which include obligations not to accept positions with TES' clients without the prior written consent of TES, not to solicit any TES client for employment or a competing business, or otherwise take any action to interfere with the relationship between TES and its clients. Accordingly, Client agrees that during the No Hire Period, neither Client nor any person who serves as an officer, director, employee, or agent of Client at any time during the term of this Agreement ("Client-Affiliated Person") shall, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion), hire, employ, or contract with any TES Personnel or any other person(s) employed by TES at any time during the six (6) months immediately preceding such hiring, employment, or contracting, or directly recruit or solicit any such person(s) to become employed by or to contract with Client or any other person or entity, unless Client pays to TES a Recruiting Fee (as defined in Section 14(b)(ii) below) for each such person Client or any Client-Affiliated Person hires, employs, or contracts with, or agrees to hire, employ, or contract with during the No Hire Period (herein, a "Hired TES Worker").
  - (ii) The Recruiting Fee for each Hired TES Worker will be the greater of (A) ten-thousand dollars (\$10,000.00), (B) 10% of the Hired TES Worker's annual salary at the time of termination of his or her employment or contract with TES, or (C) 10% of the total compensation paid by TES to the Hired TES Worker during the twelve (12) months immediately preceding termination of his or her employment or contract with TES. The Recruiting Fee shall be additional compensation due to TES under Section 9 herein, shall be invoiced to Client in accordance with Section 9, and shall be due and payable in full within ten (10) calendar days, notwithstanding the provisions of Section 9(a)(ii) and subject to the provisions for the payment of interest and collection costs in Section 9(a)(iii). TES shall be entitled to apply all payments received from Client to any unpaid Recruiting Fee prior to any other item of Compensation due to TES under Section 9 herein. The parties agree that the damages TES would suffer as a result of Client's or a Client-Affiliated Person's hiring, employment, or contracting with any Hired TES Worker would be difficult or impossible to quantify and that the Recruiting Fee constitutes a reasonable, good-faith estimate of those damages based on all information known and discoverable by the parties as of the date hereof. In the event Client challenges the enforceability of the Recruiting Fee and the Recruiting Fee is held to be unenforceable by a court or arbitrator, generally or with respect to a specific Hired TES Worker, TES shall be entitled to any and all damages or other relief provided in law or in equity, including attorney fees and costs.
- (b) Notification Costs. Upon a breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney fees and collection costs, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (c) Equitable Relief and Indemnification. Each party acknowledges that and agrees that due to the unique nature of TES Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge,

any breach of a party's obligations under this Section 14 may allow the breaching party or third parties to compete unfairly with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon any breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.

- (d) Survival. The obligations of the parties under this Section 14 shall expressly survive the expiration or termination for any reason of this Agreement.

## 15. CONFIDENTIALITY

- (a) TES Proprietary Information. Client acknowledges and agrees that TES owns all right, title and interest in and to the TES materials and TES systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know how, protocols, policies, operating manuals (expressly including the TES Client Manual), specifications, software, forms, education materials, financial information, as well as additions and modifications thereto developed and/or used by TES in the furtherance of TES operations and in performance of TES' obligations under this Agreement (collectively the "TES Proprietary Information"). Client shall maintain the confidentiality of all such TES Proprietary Information and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any TES Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of TES, use the TES Proprietary Information for any purpose except to the limited extent necessary for the provision of Services under this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of TES Proprietary Information and shall return to TES all manifestations and copies thereof in Client's possession or control except to the extent Client is allowed continued use of completed forms as set forth in Section 7(i).
- (b) Client Proprietary Information. TES acknowledges and agrees that in the course of performance of its obligations under this Agreement, TES will have access to certain information proprietary to Client, which may include but is not limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and TES shall have no right, title or interest therein. TES shall maintain the confidentiality of all Client Proprietary Information and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. TES shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, TES shall cease all use of Client Proprietary Information and shall return to Client all manifestations and copies thereof in TES' possession or control except to the extent that the information is retained for TES' internal and business records.
- (c) Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to temporary, preliminary, and permanent injunctive relief in addition to whatever other remedies it might have at law and equity and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations hereunder or the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.

- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies, due, claims for services rendered, claims for injunctive relief as provided for in Section 15(c) above, and/or claims for grant or financial assistance reimbursement due may, at either party's option, be brought separately and immediately in a court of competent jurisdiction or pursued through mediation as set forth below. In the event that a party pursues claims for monies due in court, all other disputes herein shall be subject to good faith mediation.
- (e) Survival. The obligations of the parties under this Section 15 shall expressly survive the expiration or termination for any reason of this Agreement.

16. MISCELLANEOUS

- (a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall insure only to TES and Client and not to any third person.
- (b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.
- (c) Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or the rights, interests or obligations hereunder without the consent of the other party.
- (d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.
- (e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered: upon personal delivery or delivery by facsimile or electronic mail (provided that, in the case of facsimile the sender shall have obtained electronic or other confirmation of actual delivery, and in the case of electronic mail, the sender shall have delivered to both email addresses identified below and shall not have received an electronic notice of non-delivery); twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail via registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES:               Total Education Solutions  
                                   3428 W. Market St.  
                                   Fairlawn Ohio 44333  
                                   Attention: Tawnia Novak, Regional Director  
                                   Phone: 330 668 4041 or Facsimile: 330 666 5626  
                                   E-mail: [tnovak@tesidea.com](mailto:tnovak@tesidea.com)

If to Client:

Near WestIntergenerational School  
 3805 Terrett Ave  
 Cleveland, OH 44113  
 (216) 961-4308



- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to choice of law provisions.
- (h) Waiver, Amendment. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed by the party against whom the waiver, amendment, or modification is to be enforced. Any waiver of any provision of this Agreement shall only be effective for the specific instance and circumstance for which the waiver is given, and the waiver shall not affect the continuing enforceability of that provision in any other instance or circumstance.
- (i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- (j) Dispute Resolution.
  - (i) If any dispute, controversy, or claim arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree first to try in good faith to settle the dispute by mediation. If the parties are unsuccessful in their attempt to mediate the dispute, then such disputes will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute. Arbitration shall take place in Summit County, Ohio. The parties shall have full rights of discovery in any such arbitration, as set forth in the Ohio Rules of Civil Procedure.
  - (ii) The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute, in Summit County, Ohio.
  - (iii) The prevailing party in any arbitration arising out of this Agreement shall be entitled to recover reasonable attorney fees and costs.
  - (iv) The award of the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of reasonable attorney fees and costs in any court proceeding relating to this Agreement or the enforcement or collection of any award or judgment rendered under this Agreement.
  - (v) Notwithstanding this arbitration agreement, either party may seek and/or obtain injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute (without reference to this arbitration agreement), and nothing in this Agreement shall be deemed or construed as preventing the same. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.
- (k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have each caused their duly authorized representatives to execute this Agreement as of the Commencement Date.

**Total Education Solutions (TES)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tawnia Novak, Ohio Regional Director/Co-Owner

**Client/School Name** Near West Intergenerational School

Legal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Printed Name** Brooke King, **Title** Executive Director

We are selecting a 1 year contract; rates are subject to increase annually.

We are selecting the multi-year contract which locks rates for 2 years.

**Appendix A  
TES Contract Information**

**Contract Information**

TES Main Contact: **Mandy Coddling**  
Full name as it should appear on contract

Mailing Address: **3428 W. Market Street**  
Street Address Suite #  
**Fairlawn** **OH** **44333**  
City State ZIP Code

Legal Signer: **Tawnia Novak** Title: **Director**  
Main Contact: **Mandy Coddling** Title: **Associate Director**  
Phone Number: **330-668-4041** Email: **mcoddling@tesidea.com**

**Accounting/Payment Information**

Attention: **Billing Department**

Address: **625 Fair Oaks Ave** **300**  
Street Address Suite #  
**South Pasadena** **CA** **91030**  
City State ZIP Code

Email Address: [billing@tesidea.com](mailto:billing@tesidea.com) Phone Number: **(323) 341-5580**

**TES Corporate Office Information**

Address: **625 Fair Oaks Ave** **300**  
Street Address Suite #  
**South Pasadena** **CA** **91030**  
City State ZIP Code

President/CEO: **Meaghan Donahue** Phone Number: **(323) 341-5580** Email: [mdonahue@tesidea.com](mailto:mdonahue@tesidea.com)



**Appendix B**

**School Contract Information**

Services to be provided at the following (mark all that apply):  School Site  Online  TES Clinic  Other

**Contract Information**

Legal Name/DBA: **Near West Intergenerational School**  
Full name as it should appear on contract

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Address: 3805 Terrett Ave  
Street Address Suite #

---

Cleveland OH 44113  
City State ZIP Code

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Legal Signer: **Brooke King** Title: **Executive Director**

Main Contact: **April Maimone** Title: **Principal**

Phone Number: **216-961-4308** Email: **amaimone@nearwestschool.org**

**Invoice/Billing Information**

Invoice: *Select preferred invoice delivery method:* Mail Email Both

Attention: **Sarah Alonso**

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Address: **3805 Terrett Ave**  
Street Address Suite #

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Cleveland OH 44113  
City State ZIP Code

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Email Address: **salonso@igschools.org** Phone Number: **216-961-4308**

**School Site(s) Information**

School Site Name: **Near West Intergenerational School**  
Full name as it should appear on contract

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Address: 3805 Terrett Ave  
Street Address Suite #

---

Cleveland Oh 44113  
City State ZIP Code

\_\_\_\_\_  
*City* *State* *ZIP Code*

Main Contact: April Maimone Title \_\_\_\_\_  
: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* *Suite #*

\_\_\_\_\_  
*City* *State* *ZIP Code*

Main Contact: \_\_\_\_\_ Title \_\_\_\_\_  
: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site(s) Information Continued**

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* *Suite #*

\_\_\_\_\_  
*City* *State* *ZIP Code*

Main Contact: \_\_\_\_\_ Title \_\_\_\_\_  
: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* *Suite #*

\_\_\_\_\_  
*City* *State* *ZIP Code*

Main Contact: \_\_\_\_\_ Title \_\_\_\_\_  
: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* *Suite #*

	<i>City</i>	<i>State</i>		<i>ZIP Code</i>
Main Contact:				Title
				:
Phone Number:				Ema
				il:

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* *Suite #*

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*City* *State* *ZIP Code*

	<i>City</i>	<i>State</i>		<i>ZIP Code</i>
Main Contact:				Title
				:
Phone Number:				Ema
				il:

**Appendix C**  
**Services**

Upon written or electronic request by Client, services can be provided in person or online. Below is an overview of available services.

- I. Case Management and Administrative Services—manage all special education administrative functions including oversight of the entire special education compliance and service delivery process: obtaining special education records; establishing and monitoring confidential student/patient special education files; monitoring compliance time-lines for 30-day, initial, annual and triennial IEP/IFSPs; scheduling, convening and running IEP/IFSP meetings; coordinating with parents, administrators, service providers to ensure adherence to the child’s IEP/IFSP; assisting in the establishment of the Child Find and student/patient Study Team and Response to Intervention (RTI) process and monitoring compliance with ADA, Section 504, etc.
  
- II. Professional Development and Training—develop and/or deliver training programs and/or materials for designated audience including but not limited to general education teachers, special education providers, administrators, and/or parents. Client recognizes that all trainings and related materials constitute property of TES and shall not be duplicated without written consent of TES.
  
- III. Psychological-Education (PSY) and Assessment Services—conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state education codes in order to determine child’s level of functioning for the development of an initial IEP/IFSP or to evaluate the child’s annual or three year progress on his or her IEP/IFSP. All assessments conducted by licensed and/or credentialed personnel including School Psychologists, Speech and Language Specialists; Resource Specialists, etc. Written report included.
  
- IV. Instruction—provide all special education services, including Resource Specialist Program, Special Day Class and full-inclusion services, to eligible student/patient assigned by Client to TES. TES will work with Client to develop a full continuum of services as appropriate. Services shall include the following:
  - Pre-post testing to establish baseline and progress data.
  - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
  - Daily, weekly, quarterly and/or annual progress reports.

- Individual, small group services.
- Services model delivery based on IEP/IFSP goals.

V. Designated Instructional Services—provide all Related Services including Speech and Language Therapy, Occupational Therapy, Physical Therapy, to those student/patient of Client eligible therefore and assigned by Client to TES. Services shall include the following:

- Pre-post testing to establish baseline and progress data.
- Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
- Daily, weekly, quarterly and/or annual progress reports.
- Individual, small group services.
- Service delivery model based on IEP/IFSP goals.

VI. Behavioral Intervention Services—provide an array of behavior intervention services including one to one classroom support as well as specific intervention strategies such as discrete trial training, floor time, play therapy, and sensory-motor therapy for eligible student/patient assigned by Client to TES. Services shall include the following:

- Functional Analysis Assessments
- Pre/post testing to establish baseline and progress data.
- Establishment of Behavior Intervention Plans.
- Establishment of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards necessary.
- Daily, weekly, quarterly or annual progress reports as required.
- Individual, small group services
- Service delivery model based on IEP/IFSP goals.

In addition, TES service providers provide the following IEP/IFSP support services in their area of professional expertise, including:

VII. Compliance Review—ensures that client meets Federal, state, county, SELPA and local regulations regarding the provision of special education as authorized on each child's IEP/IFSP; provides an audit of Individual Plans such as Individualized Education Programs (IEP/IFSP) including review and maintenance of files for all Special Education student/patient in assigned caseload to determine current IEP/IF status, eligibility and compliance needs; obtains missing Individual Plans and related records for Special Education student/patient in assigned caseload; and obtains required parent authorization for assessment and services in assigned caseload.

VIII. Individual Plan Development—provide administrative services to develop IEP/IFSPs/ITPs for eligible student/patient in assigned caseload to ensure compliance with state and federal requirements.

- Write quarterly and/or annual progress reports as required.
- Undertake other such Individual Plan development duties as determined by mutual agreement with the school.

IX. Individual Plan Meeting Attendance – Attendance by a TES representative at student/patient ITP/IEP/IFSP meetings for all students/patients assigned to TES, including students/patients assigned to TES for evaluations/assessments as described in above. Attendance by TES special education specialists may include writing of Individual Plans and establishment of individual goals and objectives if instructed in writing by Client.

X. Consultation – Consultation services include in-service training for your general education staff; developing a Child Find and/or student/patient Success Team model and Response to Intervention (RTI); behavior observation; electronic special education data input; consulting with general education teachers on accommodations in the general education program; consulting with parents or school administrators; consulting on compliance the Individuals with Disabilities Education Act; Parent's Due Process Rights under the Individuals with Disabilities Education Act; the Americans with Disabilities Act; and Section 504, etc.

#### Service Location and Delivery Mode

Services can take place at one or more of the following locations:

- XI. School Site –in a space designated by the school and conducive to the service being requested. See Section 6.(e) above.
- XII. TES Clinic Location – services can be held at the TES Clinic sites upon request.
- XIII. Community Location – services can be held at an agreed upon community location.
- XIV. Online – services can be held online using our HIPAA and FERPA compliant portal. Clients can attend sessions in their own home or at the school site. If the client is a minor, a responsible adult must be present throughout the online session and available for technical and therapeutic/academic support. Additional training and documentation is necessary to allow for successful implementation of this service delivery mode.
- XV. Blended Service Delivery Model: clients may choose to utilize a blended program in which services are provided both online and in person. Additional fees may apply.

Special Education Services shall also include Specialized Academic Instruction Program, Special Day Class Programs and Designated Instructional Services (“DIS”) as necessary, in the reasonable judgment of TES, to meet student/patient needs and legal requirements; provided that if TES, in its reasonable judgment, believes that any student/patient(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated hereunder or are otherwise cost prohibitive in light of the rates set forth in Appendix D (collectively, “Extraordinary Services”), TES shall identify such student(s)/patient(s) to Client in writing, and Client and TES shall, within fifteen (15) business days of such notice, meet and negotiate in good faith regarding additional compensation to TES for such Extraordinary Services.

## Appendix D

<b>Services</b>	<b>Early Contract Rate (Contracts submitted on or before July 1, 2023)</b>	<b>Standard Contract Rate (Contracts submitted from July 2-August 31, 2023)</b>	<b>Late Contract Rate (Contracts submitted on or after September 1, 2023)</b>
<b>Special Education Coordination/Consultation</b>			
<b>Special Education Compliance</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Special Education File Review w/ Report</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Charter School Operations Consult-start-up, EMIS compliance, school improvement, board relations, , policies and procedures, RTI Attendance</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Resident Educator Mentor</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Case Management- Write IEPs, Coordinate services</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Academic Coaching</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>School Psychology</b>			
<b>Initial Evaluation - Approx. 11 hrs w/o meeting</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>Re-Evaluation - Approx. 8 hrs w/o meeting</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>Teacher Consult</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>Assessment – FBA</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>School Social Worker</b>	<b>\$65.00</b>	<b>\$70.00</b>	<b>\$75.00</b>
<b>Specialized Academic Instruction</b>			
<b>Intervention Specialist</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>ELL/TESOL</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>Title One- Reading</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>Title One- Math</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>

<b>Orton-Gillingham Tutor</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>Speech and Language</b>			
<b>Direct Services</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>Kindergarten Language Screenings</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>Assessment – Psycho-Educational</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>IEP / Meetings</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>RTI activities</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>Occupational Therapy</b>			
<b>Direct Services/Progress Reporting/ Meetings / Consult - OT and OTA</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Assessment- Psycho-Educational/ IEP- OT</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>OT supervision of Occupational Therapy Assistant (OTA)</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Physical Therapy</b>			
<b>Direct Services/Progress Reporting/ Meeting/Consult - PT</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Assessment- Psycho-Educational/ IEP</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>PT supervision of Physical Therapy Assistant (PTA)</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Direct Services/Progress Reporting  Physical Therapy Assistant (PTA)  (PTA when available)</b>	<b>\$69.00</b>	<b>\$72.00</b>	<b>\$77.00</b>
<b>Consult/ Meetings - PTA ( PTA when available)</b>	<b>\$69.00</b>	<b>\$68.00</b>	<b>\$77.00</b>
<b>RTI activities - PTA (PTA when available)</b>	<b>\$65.00</b>	<b>\$65.00</b>	<b>\$77.00</b>
<b>Behavioral Support</b>			

<b>FBA (average 8 hours) and BIP(average 2-4 hours) by BCBA</b>	<b>\$110.00</b>	<b>\$115.00</b>	<b>\$125.00</b>
<b>Registered Behavior Technician (RBT) Direct Services</b>	<b>\$60.00</b>	<b>\$60.00</b>	<b>\$70.00</b>
<b>Supervision of RBT by BCBA</b>	<b>\$110.00</b>	<b>\$115.00</b>	<b>\$125.00</b>
<b>Consult w. teachers and team</b>	<b>\$110.00</b>	<b>\$115.00</b>	<b>\$125.00</b>

Additional Fees	
<b>One-Time Annual Contract Administration and Materials Fee</b>	<p><b>Returning Schools</b> (Schools that contracted with TES during the 2022-23 Academic Year, Contract submitted by August 31, 2023): \$400.00</p> <p><b>New Schools</b> (Schools that did not contract with TES during the 2023-23 Academic Year, Contract submitted by August 31, 2023): \$600.00</p> <p><b>All Schools that return a contract on or after September 1, 2023:</b> \$1000 which includes late recruiting fees</p>
<b>Minimum Daily Service Requirement:</b> 2 hour minimum required for all services, per day, per provider. Additional fee incurred for visits under 2 hours.	<b>30 minutes added to billing using the provider’s rate</b> (e.g. Physical Therapist travels to your school for only one student, requiring a 30-minute visit. In accordance with the Minimum Daily Service Requirement, 30 minutes will be added to the visit.)

Additional Services*	
<b>Professional Development</b>	<b>\$400 per hour</b>
	<b>\$1200 for 1/2 day Training</b>
	<b>\$2500 full day Training</b>
<b>Assessment – Bilingual</b>	<b>An additional 3-hour charge at the hourly rate for assessments within 21 calendar days</b>
<b>No Show - cancellation made within 24 hours of scheduled service, assessment or meeting</b>	<b>Half of the scheduled time at the hourly rate</b>

These rates include Workers Compensation, Unemployment/Disability, and Professional Liability Insurances; and Payroll Taxes/Benefits.

I have reviewed the above rate schedule and agree with all fees as written. I understand that my contracted rate is determined by the date that the contract is submitted to TES.

Initials





## **EDUCATION SERVICES STAFFING AGREEMENT**

This Education Services Staffing Agreement (hereinafter “Agreement”) is entered into this April 14, 2023, by and between **Near West Intergenerational School** located at 3805 Terrett Ave. Cleveland, Ohio 44113, referred to in this Agreement as “Customer,” and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2 Summit Park Dr, Independence, OH, 44131, United States of America referred to in this Agreement as “Maxim.”

### **RECITALS**

**WHEREAS**, Customer operates a School, as defined by State Law located in Ohio and wishes to engage Maxim to provide personnel to supplement Customer’s staff.

**WHEREAS**, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer.

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

### **ARTICLE I. DEFINITIONS**

“**Agreement**” means this EducationServices StaffingAgreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

“**Assignment Confirmation**” means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

“**Assignment Personnel**” means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

“**Assignment Personnel Rate**” means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in “Attachment C” and controls where different from Base Rates set forth in “Attachment A.”

“**Assignment Services**” means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and “Attachment C.”

“**Base Rate**” means the rates billed for Services performed by Personnel pursuant to terms of Agreement and “Attachment A” hereto.

“**Behavior Intervention Plan**” or “**BIP**” is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

“**Contractor**” means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

“**Effective Date**” means the date first written above in the introductory paragraph of Agreement.

**“Float”** means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

**“Individual Education Program” or “IEP”** is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.

**“Individual Health Plan” or “IHP”** is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

**“Medical Services”** services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

**“Personnel”** means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

**“Placement”** is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

**“Related Services”** means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services include school health services and school nurse services, social work services in schools, and parent counseling and training.

**“School Health Services”** means health services that are designed to enable a child with a disability to receive FAPE as described in the child’s IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

**“School Work Site”** means any location Customer assigns Personnel to render Services.

**“Services”** means collectively School Health Services, Special Education Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in Article III and any Attachment(s) and/or Statement(s) of Work.

**“Special Education Services”** means specially designed instruction to meet the unique needs of a child with a disability.

**“Statement of Work” or “SOW”** means a statement of work describing the Services entered into by Maxim and Customer in accordance with Article III and “Attachment A” attached hereto.

“**Supplies**” means any and all necessary medical supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment (“PPE”).

“**Term**” has the meaning given is Section 2.1.

## **ARTICLE II. TERM**

**Section 2.1. Term.** This Agreement will commence on the Effective Date and will continue for a school calendar year.

**Section 2.2 Renewal.** This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement

## **ARTICLE III. NATURE AND SCOPE OF SERVICES**

### **Section 3.1 Scope of Services.**

(a) **Staffing.** Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a School Work Site or in an environment controlled by Customer. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in “Attachment A.” Services include School Health Services, Related Services, and/or Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the “Plan”), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) **Distance Learning Service(s).** Customer may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student’s location (“Distance Learning Service(s)”) due to Customer school closings and/or delays. Customer is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. Customer will provide supplies and resources needed to implement Distance Learning Services and its own expense. Customer is responsible for maintaining a safe environment for all Distance Learning Services.

(c) **Changes.** From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the “Changes”). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work (“SOW”) or subsequent “Attachment A” to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

**Section 3.2 School Health Services Requirements.** Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

**Section 3.3 Related Services.** Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

**Section 3.4 Special Education Services.** Maxim will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

**Section 3.5 Maxim as Employer.** Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

**Section 3.6 Availability of Personnel.** The Parties agree that Maxim’s duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel’s fair market value rate for the modality provided.

#### **ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS**

**Section 4.1 Plan Implementation.** Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer. Customer shall orient Maxim Personnel on the transportation and emergency protocol. Customer will make all determinations on Placement.

**Section 4.2 Orientation and Evaluation.** Customer will provide Personnel with orientation of Customer’s policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student’s with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

**Section 4.3 Supplies.** Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

**Section 4.4 Float Policy.** Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer’s requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the

applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

**Section 4.5 Right to Dismiss.** If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation.

**Section 4.6 Work Environment and OSHA.** Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

**Section 4.7 Notification of Incidents and Claims.** Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

**Section 4.8 Maxim Timeclock.** The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

## **ARTICLE V. CONVERSION OF PERSONNEL**

**Section 5.1 Non-Solicitation.** For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate

or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

**Section 5.2 Placement Fee.** Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim if Customer pays Maxim a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

**Section 5.3 Breach of Conversion of Personnel Section.** In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

## **ARTICLE VI. INVOICING, PAYMENT, AND TAXES**

**Section 6.1 Invoicing.** Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail:

Invoicing Contact:

Invoicing Address:

**Section 6.2 Payment.** All amounts are due and payable within thirty (30) days from the date of invoice. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

**Section 6.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.



**Section 6.4 Annual Rate Increases.** Customer agrees to and accepts annual rate increases at the percentage listed on “Attachment A” of this Agreement.

**Section 6.5 Customer Bankruptcy or Insolvency.** Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

**Section 6.6 Assurances.** In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Maxim applies the prepayment deposit in accordance with this Section at such time that concern about Customer’s impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

**Section 6.7 Transaction Taxes.** Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes.

## **ARTICLE VII. RELATIONSHIP OF THE PARTIES**

**Section 7.1 Independent Legal Entities.** Maxim and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Maxim nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

**Section 7.2 Use of Contractors.** Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

**Section 7.3 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party’s policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.



## **ARTICLE VIII. ASSIGNMENT SERVICES**

**Section 8.1 Assignment Services.** As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in “Attachment C.” To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

**Section 8.2 Interviews.** Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer’s requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

**Section 8.3 Assignment Cancellation by Maxim.** Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

**Section 8.4 Assignment Cancellation by Customer.** Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the “Attachment C” Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days’ notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel’s rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancellation notice).

**Section 8.5 Assignment Confirmations.** Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as “Attachment C.” Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

**Section 8.6 Assignment Confirmation Delivery.** Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

## **ARTICLE IX. ADDITIONAL SERVICES**

**Section 9.1 Locum Tenens Coverage.** Should Customer request Locum Tenens providers from Maxim, the Parties shall enter into a separate Agreement or Statement of Work for Locum Tenens coverage.

**Section 9.2 Assignment or Subcontracting.** Maxim can assign or subcontract this Agreement with written notice to Customer for the purpose of providing additional Contractors, Personnel for fulfilling the requirements of this Agreement, or to provide a workforce management solution by its subsidiary, Sunburst Workforce Advisors, LLC to Customer. Should Customer request utilization of a workforce solution, the Parties shall enter into a separate Service Agreement with Maxim's Subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Service Agreement will govern use of the workforce solution.

## **ARTICLE X. INSURANCE**

**Section 10.1 Maxim Insurance.** Maxim will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Maxim will provide a certificate of insurance evidencing such coverage upon written request by Customer.

**Section 10.2 Customer Insurance.** Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Maxim prompt written notice of any material change in Customer coverage. Customer shall name Maxim as an additional insured on its general liability policy.

## **ARTICLE XI. INDEMNIFICATION**

**Section 11.1 Indemnification by Maxim.** Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Maxim of Section 3.2 or Section 3.3.

**Section 11.2 Indemnification by Customer** – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

**Section 11.3 Indemnification Procedures** – The Party seeking indemnification under this Article XI (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party’s prior written consent.

## **ARTICLE XII. LIMITATION OF LIABILITY**

**Section 12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**Section 12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO MAXIM BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT OR THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.**

## **ARTICLE XIII. DISPUTE RESOLUTION**

**Section 13.1 Dispute Resolution.** Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

**Section 13.2 Dispute Resolution Process.** To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party’s representative in the negotiation. The other Party shall have ten (10) business days to designate its

own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

**Section 13.3 Inability to Resolve.** If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

## **ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA**

### **Section 14.1 Confidentiality.**

**A. Maxim/Customer Information.** Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

**B. Disclosure of Maxim/ Customer Partnership.** From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

**C. Student Information:** In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Maxim is provided access to students' records, Maxim shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Maxim shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

**D.** The obligations set forth in this Article XIV shall survive the termination of this Agreement.

**Section 14.2 Data Security.** Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all computer systems, networks, and/or data related to the services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

**Section 14.3 Aggregate Statistical Usage.** Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

## **ARTICLE XV. TERMINATION**

**Section 15.1. Termination for Convenience.** Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

**Section 15.2 Termination for Cause.** If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

**Section 15.3 Post Termination Obligations.** Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

## **ARTICLE XVI. GENERAL TERMS**

**Section 16.1 Non-discrimination.** Neither Maxim nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current,

or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

**Section 16.2 Compliance with Laws.** Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

**Section 16.3 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

**Section 16.4 Assignment of Agreement.** Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

**Section 16.5 Attorneys' Fees.** In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

**Section 16.6 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Near West Intergenerational School  
3805 Terrett Ave. ,Cleveland ,  
Ohio 44113  
ATTN: Aaron Davidson Bey

Maxim Healthcare Staffing Services, Inc.  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department

COPY TO:  
Maxim Healthcare Staffing Services, Inc.  
2 Summit Park Dr, Independence, OH,  
44131, United States of America  
ATTN: David Akin

**Section 16.7 Headings.** The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

**Section 16.8 Merger.** This Agreement constitutes the entire contract between Customer and Maxim regarding the Services to be provided hereunder. Any agreements, promises, negotiations,



or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

**Section 16.9 Amendment.** No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

**Section 16.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

NEAR WEST INTERGENERATIONAL  
SCHOOL:

MAXIM HEALTHCARE STAFFING  
SERVICES, INC.:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ATTACHMENT “A”  
CUSTOMER REQUESTED PERSONNEL AND RATES - April 14, 2023**

**School Work Site.** This “Attachment A” shall apply to the following School Work Site(s):

Work Site Name	Address	Work Site Contact
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**Base Rates.** Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate \$ (per hour)
<b>BCBA</b>	<b>80.00-100.00</b>
<b>Behavior Tech</b>	<b>45.00-55.00</b>
<b>Occupational Therapist School</b>	<b>70.00-85.00</b>
<b>OTA</b>	<b>55.00-65.00</b>
<b>PTA</b>	<b>55.00-65.00</b>
<b>Physical Therapist School</b>	<b>70.00-85.00</b>
<b>School Aide</b>	<b>35.00</b>
<b>Teacher</b>	<b>50.00-60.00</b>
<b>Social Worker Schools</b>	<b>50.00-55.00</b>
<b>Special Education Teacher</b>	<b>65.00-75.00</b>
<b>Counselor</b>	<b>50.00-55.00</b>
<b>School Psychologist</b>	<b>85.00-100.00</b>
<b>SLP</b>	<b>100.00-110.00</b>
<b>LPN</b>	<b>55.00</b>
<b>RN</b>	<b>65.00</b>

**Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

**Weekend.** Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

**Orientation.** Base Rate(s) will be billed for all time spent in required Customer orientation.

**Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

**Holidays.** Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

- |                  |                  |
|------------------|------------------|
| New Year's Day   | Labor Day        |
| Memorial Day     | Thanksgiving Day |
| Independence Day | Christmas Day    |

**Changes.** Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to “Attachment A” by execution of subsequent “Attachment A” document(s).

**Attachment “B”**  
**PRE-ASSIGNMENT SCREENING**

- I. **School Health Services, Related Services, and Special Education Personnel Requirements.** Maxim will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment “A” who meet the following criteria, if the role involves the provision of health and mental health services. These roles include but are not limited to: RN Certified Nurse, RN School, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel’s placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law;
  - b. Verify current license, registration, or certification, including CPR, for the Services to be provided, if applicable to role;
  - c. Skills assessment checklist of competencies for the position and an exam, if applicable
  - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;
  - e. Verify relevant professional and specialty expertise as requested by Customer;
  - f. Receive employment verification;
  - g. Confirm Personnel are authorized to work;
  - h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- II. **Education Personnel Requirements.** Maxim will supply Customer with requested Related Services Personnel in Attachment “A” performing education services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel’s placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law;
  - b. Receive employment verification;
  - c. Verify, license, certification or certification, if applicable to the role;
  - d. Verify relevant professional and specialty expertise as requested by Customer;
  - e. Confirm Personnel are authorized to work;
  - f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- III. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the “Clear” or “Not Clear” status. Customer agrees

that Personnel may begin assignment following completion of a successful Customer background screening.

**ATTACHMENT “C”  
ASSIGNMENT CONFIRMATION**

Maxim and Customer hereby agree the following Personnel will be assigned to Customer’s Work Site, listed below, under the terms and conditions outlined below and according to the Agreement signed between Customer and Maxim.

Customer and Maxim understand and agree that this assignment is contingent upon verification of Personnel’s compliance with the Agreement and the pre-assignment screening requirements in “Attachment B” prior to the assigned start date. To the extent that the rates set forth herein differ from the rates in “Attachment A” the rates set forth herein shall govern for the length of the Assignment start and end dates, and with renewal of the Agreement.

Customer Name:	
School Work Site Address:	
Confirmation Date:	

Customer hereby agrees to sign/return this document **WITHIN 48 BUSINESS HOURS** of the date listed above and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	

Authorized signature below indicates agreement to utilize Maxim Personnel under of ALL of the conditions specified above. The Staffing Services Agreement between Customer and Maxim shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

\_\_\_\_\_  
Authorized Customer Representative Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

Please email a signed copy of this confirmation back to E-MAIL ADDRESS. Thank you.



**Consulting and Service Agreement  
between  
Total Education Solutions, Inc.  
and  
Lakeshore Intergenerational School**

**2023-2024**

## Total Education Solutions

**CONSULTING AND SERVICES AGREEMENT**

This Consulting and Services Agreement (“Agreement”) is entered into as of the Commencement Date set forth in Section 1 below by and between Total Education Solutions, Inc. (“TES”), a California corporation, and Lakeshore Intergenerational School (“Client”).

**RECITALS**

- A. TES engages in the business of providing education and consulting services to nonprofit and for profit education and social services agencies.
- B. Client is a charter school that offers educational/therapeutic programs to students/patients at locations identified on Appendix A hereto (the “Service Locations”) or online.
- C. Client wishes to engage TES to provide certain services with respect to Client’s education and/or social service program (the “Program”) and TES wishes to provide such services, pursuant to the terms and conditions set forth below.

**AGREEMENT**

In consideration of the promises and covenants contained herein, the parties agree as follows:

**1. COMMENCEMENT DATE AND TERM**

This Agreement shall commence at 12:01 a.m. on July 1, 2023 (the “Commencement Date”), and shall continue until 11:59 p.m. on:

June 30, 2024 (the “Term”).

June 30, 2025 (the “Two Year Term”).

**2. SERVICES TO BE PROVIDED BY TES**

During the Term of this Agreement, TES shall provide the services described on Appendix B hereto in connection with the Program (the “Services”) to students/clients assigned by Client and TES shall provide personnel as TES determines are reasonably necessary to provide the Services (the “TES Personnel”), according to the Client’s written or electronic Request for Service.

**3. ADDITIONAL SERVICES**

If Client requests any services from TES in addition to the Services, such additional services will be provided by TES only if the parties have mutually agreed in writing or by electronic request upon the specific additional services, the scope of such additional services, and the additional compensation to TES for such additional services.

**4. CALENDAR**

Services will not be provided by TES on Client holidays, Client breaks, or TES holidays. Client must provide a copy of the client’s calendar to TES prior to the start of commencement of this Agreement and provide at least 10 business days’ notice of other closures to avoid paying TES for missed sessions.

TES observes the following legal holidays: Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Cesar Chavez



Day, and Memorial Day. If TES holidays do not coincide with Client holidays, make-up services will be offered to Client's student/patients.

## 5. RECORDS

TES agrees that all files, documents, records, and materials created by TES in the course of providing the Services during the Term of this Agreement, other than TES' internal and business documents, shall be the property of Client. TES agrees that upon expiration or termination of this Agreement for any reason, TES shall deliver such property of Client to Client, subject to Sections 11(c) and 12(e)(ii) below. Both during and after the Term of this Agreement, TES shall be permitted to inspect and/or duplicate, at its own expense, any individual student/patient file or record regarding the Program to the extent necessary to assure proper provision of Services, to meet professional responsibilities to students/patients, to assist in the defense of any claim or threatened claim against TES or TES Personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student/patient and/or patient records. TES Personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by The Family Educational and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) and any other applicable laws, unless the disclosure is otherwise permitted by law.

## 6. RESPONSIBILITIES OF CLIENT

- (a) Student/patient Records. During the term of this Agreement, Client shall provide TES with such Student/patient records, including Individualized Education Plans ("IEP") or Individual Family Service Plan ("IFSP"), as may be reasonably necessary for the proper provision of the Services. In accordance with Federal laws, special education services, such as those provided by TES, cannot be delivered to special education student/patient without IEP/IFSPs. TES must verify an IEP/IFSP prior to provision of Services to students/patients. For other students/patients, written or electronic request is required in order to provide non-IEP/IFSP services.
- (b) Notice of Meetings. Client shall provide TES with no less than ten (10) business days advance written notice of any and all meetings involving student/patient in the Program provided by TES such as IEP/IFSP meetings, etc. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays, or holidays.
- (c) Compliance with Laws. During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services in particular.
- (d) Compliance with TES Policies. During the Term of this Agreement, Client shall comply in all respects with TES policies and procedures relating to student/patient absences, difficulty contracting/serving students/patients, and service refusal as described below in Section 7. TES may modify Section 7 from time to time on no less than thirty (30) business days advance written notice to Client.
- (e) Facilities. TES will provide Services to Client at Client's facility, TES Clinic, an agreed upon public location, or online, and Client shall provide a facility and furnishings reasonably necessary for TES to provide the Services. This includes **appropriate space that is away from distractions, facilities, appropriate size furniture**, and a locked filing cabinet for Special Education Records in accordance with FERPA Privacy Law. TES utilizes a web-based database to document services, including Student/patient attendance and progress notes. Workspace should be reasonably clean and free from insect or pest infestation, asbestos, or other contaminants that could be harmful to an employee's health. **Workspace should also be able to be locked by provider and/or administrator for student and staff safety in the event of a lockdown.**
- (f) Technology. Client shall provide all TES employees assigned to serve Client's student/patient access to an on-site computer with connection to school Internet and printing capabilities. Since ETR/IEP documents must be editable to include parent feedback, onsite printing must be available. The on-site computer does not need to be for the exclusive use of TES employees, and use of Client's computer(s) by TES employees will be solely for documentation and printing purposes. There shall be no charge to TES to utilize Client owned, controlled, or leased sites or facilities and equipment arising from or related to the provision of Services. Additional Client sites or facilities may be added only if the parties have mutually agreed in writing.
- (g) Postage: In the event documentation must be mailed home to parents to ensure compliant communications (e.g. PR-01s, Meeting Notifications, etc), postage will be paid by the school.

- (h) Payment. Client shall compensate TES for the Services as provided in Section 9 below.

## 7. ADDITIONAL RESPONSIBILITIES OF TES

- (a) Qualifications, Credentials, Licenses. All TES Personnel will be qualified in all material respects to provide the Services they provide on behalf of TES hereunder. All instructors and therapists provided by TES under this Agreement will meet State of Ohio requirements for providing the Services, such as holding an appropriate Ohio credential, certification or license and/or TB test clearance appropriate for providing the requested service. Upon written request, TES shall provide Client with a list of all TES Personnel that will serve student/patient enrolled in the Program. Such a list will identify the credentials/licenses held by each of the TES Personnel. TES shall notify Client within forty-five (45) business days of any change of TES Personnel that are providing Services directly to student/patient under this Agreement. An officer of TES shall certify to Client that TES Personnel providing instruction or therapy services hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to Ohio law, which certification shall accompany the list described in this Section 7(a).
- (b) Fingerprinting Requirements. TES shall conduct such criminal background checks of all TES Personnel through the Department of Justice ("DOJ") as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TES Personnel working with student/patient of Client have been convicted of a violent or serious felony (as defined by applicable law), are disqualified pursuant to 3319.39 or 3314.41 of the Ohio Revised Code, or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of TES Personnel described in Section 7(a) above shall identify those TES Personnel who have been so cleared by DOJ.
- (c) Commencement of Services. TES will contact student/patient and/or the student's/patient's parent or guardian if requested to do so by the Client, for the purpose of commencing services to such student/patient within ten (10) business days after written notification from the Client (in one of the manners permitted by Section 16(f) below, which include facsimile and electronic mail). TES shall have (5) business days following such notification to notify Client in writing if TES is unable to commence Services to a student/patient due to type of service requested or because the service requested is not otherwise consistent with the obligations of TES set forth in this Agreement.
- (d) Attendance Reporting. TES shall keep accurate records of Student/patient attendance and time spent by TES Personnel in providing Services to student/patient in the Program. Copies of such records will be provided to Client on a monthly basis with the invoices described in Section 9 below.
- (e) Service Logs. TES Personnel shall maintain auditable logs of Services provided. Such logs will be made available to Client, upon request, within five (5) business days. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays or holidays. Should TES not be able to provide such requested Services, TES will notify Client in Writing, within ten (10) calendar days.
- (f) Program Monitoring. TES shall comply with Client's reasonable requests for periodic monitoring of student/patient progress. Client shall have access to observe student/patient in the instructional setting, to interview the TES Personnel providing instruction or therapy to Client's student/patients, and to review the progress of such student/patient, provided that TES shall be compensated (in accordance with Section 9) for all time spent by TES Personnel in such interview and review processes.
- (g) Progress Reports. For each student/patient assigned to the Program by Client, TES shall provide Client and the applicable Parent(s) with a written progress report which shall identify current levels of performance and suggested goals of such student/patient by agreed upon dates each school year.
- (h) Annual Reviews. For each student/patient assigned to the Program by Client, TES shall provide Client and the applicable parent(s) with a written progress report that shall identify current levels of performance and suggested goals of the student/patient at least five (5) business days prior mutually agreed upon dates such as scheduled IEP/IFSP meetings provided that TES has been given no less than ten (10) business days advance written notice of such IEP/IFSP meetings as required by Section 6(b) above.
- (i) Compliance with Laws. During the term of this Agreement, TES shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.

- (j) Equal Treatment. TES and its employees shall not unlawfully discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.
- (k) Familiarity with student/patient Records. TES Personnel shall review and familiarize themselves with student/patient records such as IEP/IFSPs provided to TES pursuant to Section 6(a) above. TES Personnel shall review and become familiarized with documents provided to TES by Client or otherwise made available to TES relating to the individual needs of student/patient in the Program, including but not limited to evaluations, reports, observations, and family history.

#### 8. CORPORATE INFORMATION/CONFLICTS OF INTEREST

TES and Client agree to furnish each other copies of their respective current corporate bylaws and a current list of their respective Boards of Directors and corporate officers. TES and Client mutually agree to take such actions as may be reasonable and necessary to avoid any actual or potential conflicts of interest.

#### 9. COMPENSATION AND METHOD OF PAYMENT

- (a) Compensation. In consideration for the TES Services, Client shall compensate TES at the rates set forth on Appendix C, which rates shall be subject to adjustment as provided in Appendix C (the "Service Rates"). Compensation shall be payable by Client on a monthly basis as follows:
  - (i) A one-time Administrative and Materials Fee will be charged to all new and returning clients on the first invoice of the 2023-2024 fiscal year. This fee includes the following: Correspondence between TES Ohio and our school partners to assess annual services needs, inputting contracts into our billing system, networking billing codes for individual providers, and managerial facilitation of service initiation at the beginning of each year. The fee also supports the purchase of ETR assessment protocols for each discipline, which cost approximately \$45.00 per student. This one-time fee for returning schools (that previously contracted with TES in the 2022-2023 Academic Year) is \$400.00. For new schools that did not contract with TES during the 2022-2023 Academic year, this fee is \$600.00. Any school, new or returning, that submits their contract on or after September 1, 2023 will be charged an Administrative and Materials Fee of \$1000.00 to include late recruitment costs.
  - (ii) Within fifteen (15) business days of the last day of each month during the Term of this Agreement, TES shall submit an invoice to Client for Services provided during such month at the rates described in Appendix C, showing a credit to Client for the amount of the Prepayment for that month, and accompanied by true and complete copies of the attendance and time records described in Section 7(d) above. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days, subject to paragraph (ii) below.
  - (iii) If Client has a bona fide, good faith dispute with respect to whether a particular Service identified in a TES invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to TES describing such dispute in reasonable detail within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to TES all student/patient and other records relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, either TES or Client may terminate this Agreement on not less than forty (40) business days written notice pursuant to Section 12(b) below, and either party, regardless of whether the Agreement is then terminated, shall have the right to submit the dispute to mediation and arbitration in accordance with Section 16(j) below. The failure of Client to notify TES as to any disputed invoice or portion thereof in writing within thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and a waiver of any objection to those charges.
  - (iv) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a late charge of 3% interest on the outstanding balance, compounded monthly. Client also agrees to

pay TES all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.

- (b) Time for which Compensation is Payable. TES shall be compensated accordance with Appendix C for all time spent by TES Personnel providing Services which consist of instruction or therapy to student/patient in the Program, completion of Progress Reports and Session Progress Notes, and consultation to Client, Client’s staff and parents of Program student/patients, and also for time scheduled for such instruction or therapy by Client or the parents of a student/patient in the Program even if the student/patient is not in attendance, unless TES or the affected TES Personnel has been given no less than 24 hours advance notice that the student/patient will not attend or that the scheduled instruction or therapy has been canceled.
- (c) Payment Address. Client will make all payments payable to: Total Education Solutions at 625 Fair Oaks Avenue, Suite 300, South Pasadena, CA 91030, Attn: Accounting Department.

10. INSURANCE

- (a) Insurance Obligations of TES. TES shall procure and maintain the following insurance while this Agreement is in effect:
  - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation, covering all activities of TES Personnel at Client’s facilities in performance of TES’ obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per total general aggregate limit. TES agrees to provide Client with a Certificate of Insurance.
  - (ii) Workers’ Compensation And Employers’ Liability Workers’ disability compensation insurance covering each TES employee providing Services to Client hereunder, which insurance shall comply with all applicable legal requirements.
    - Part A. Statutory Limits
    - Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers’ Liability
- (b) Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:
  - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per aggregate limit.
  - (ii) Workers’ Compensation and Employers’ Liability Workers’ disability compensation insurance which insurance shall comply with all applicable legal requirements.
    - Part A. Statutory Limits
    - Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers’ Liability

11. INDEMNIFICATION

- (a) Indemnification by TES. TES shall defend, indemnify, and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness, or injury to persons or damage to property (including without limitation, consequential damages) resulting from the negligence or willful misconduct of TES or its agents, employees, or subcontractors in performing TES’ obligations hereunder.
- (b) Indemnification by Client. Client shall defend, indemnify, and hold harmless TES and its officers, directors, agents, shareholders, and employees from all liabilities and claims for death, illness, or injury arising to persons or damage

to property (including, without limitation, consequential damages) arising from Client's operation of its business and/or resulting from the negligence or willful misconduct of Client or its agents, employees, or subcontractors (other than TES).

- (c) Notice, Cooperation, and Opportunity to Defend. The party entitled to be indemnified under this Section 11 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 11 (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify and the Indemnifying Party shall defend such claim at its expense with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned, or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any records or documents in the possession of the Indemnified Party that are relevant to or necessary to defend such claim. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend and resolve such claim, the Indemnified Party may do so without the indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense and any settlement, award, or judgment arising therefrom, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.
- (d) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.
- (e) The provisions of this Section 11 shall expressly survive the expiration or termination for any reason of this Agreement.

12. TERMINATION

- (a) Without Cause. Either party may terminate this Agreement, without cause, upon at least sixty (60) business days prior written notice.
- (b) Dispute Over Charges. Either party may terminate this Agreement upon no less than forty (40) business days' notice as provided in Section 9(a)(ii) above.
- (c) For Nonpayment. TES may terminate this Agreement for Client's breach of its obligations to timely pay amounts due to TES under Section 9(a)(i) or 9(b) above, provided that TES gives written notice of such breach and Client does not pay TES the amount due (plus any interest due thereon under Section 9(a)(iii) above) within five (5) business days of such notice.
- (d) With Cause. Either party may terminate this Agreement upon the other party's material breach of any term or condition of this Agreement (other than a breach described in paragraphs (b) or (c) above) by giving not less than twenty (20) business days written notice of termination to the other party.
- (e) Effect of Termination. Upon the expiration or termination for any reason of this Agreement,
  - (i) TES will, within twenty (20) business days of termination, present a final invoice for all TES Services provided through the effective date of termination, which shall be due and payable in full within twenty (20) business days of delivery to Client, subject to Section 9(a)(iii) above.
  - (ii) TES shall, upon receipt of the payment described in Section 12(e)(i) above, turn over to Client all records of Client maintained by or under the control of TES.
- (f) All obligations of the parties, except for those described in this Section 12 and those that, by the express terms of this Agreement, expressly survive its expiration or termination, shall cease.

13. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's disability compensation insurance with respect to all personnel employed or contracted by such party and shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

#### 14. NO HIRE AGREEMENT

##### (a) No Hiring by Client.

- (i) Client recognizes that each of the TES Personnel are unique and valuable resources of TES who have been trained by TES, that the Services to be provided hereunder are feasible only if TES Personnel have access to and interaction with Client and its agents and representatives under the terms of this Agreement, and that, but for this Agreement, Client would not have access to TES' employees. Client further acknowledges that TES Personnel have certain legal obligations, arising in contract and otherwise, to TES, which include obligations not to accept positions with TES' clients without the prior written consent of TES, not to solicit any TES client for employment or a competing business, or otherwise take any action to interfere with the relationship between TES and its clients. Accordingly, Client agrees that during the No Hire Period, neither Client nor any person who serves as an officer, director, employee, or agent of Client at any time during the term of this Agreement ("Client-Affiliated Person") shall, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion), hire, employ, or contract with any TES Personnel or any other person(s) employed by TES at any time during the six (6) months immediately preceding such hiring, employment, or contracting, or directly recruit or solicit any such person(s) to become employed by or to contract with Client or any other person or entity, unless Client pays to TES a Recruiting Fee (as defined in Section 14(b)(ii) below) for each such person Client or any Client-Affiliated Person hires, employs, or contracts with, or agrees to hire, employ, or contract with during the No Hire Period (herein, a "Hired TES Worker").
  - (ii) The Recruiting Fee for each Hired TES Worker will be the greater of (A) ten-thousand dollars (\$10,000.00), (B) 10% of the Hired TES Worker's annual salary at the time of termination of his or her employment or contract with TES, or (C) 10% of the total compensation paid by TES to the Hired TES Worker during the twelve (12) months immediately preceding termination of his or her employment or contract with TES. The Recruiting Fee shall be additional compensation due to TES under Section 9 herein, shall be invoiced to Client in accordance with Section 9, and shall be due and payable in full within ten (10) calendar days, notwithstanding the provisions of Section 9(a)(ii) and subject to the provisions for the payment of interest and collection costs in Section 9(a)(iii). TES shall be entitled to apply all payments received from Client to any unpaid Recruiting Fee prior to any other item of Compensation due to TES under Section 9 herein. The parties agree that the damages TES would suffer as a result of Client's or a Client-Affiliated Person's hiring, employment, or contracting with any Hired TES Worker would be difficult or impossible to quantify and that the Recruiting Fee constitutes a reasonable, good-faith estimate of those damages based on all information known and discoverable by the parties as of the date hereof. In the event Client challenges the enforceability of the Recruiting Fee and the Recruiting Fee is held to be unenforceable by a court or arbitrator, generally or with respect to a specific Hired TES Worker, TES shall be entitled to any and all damages or other relief provided in law or in equity, including attorney fees and costs.
- (b) Notification Costs. Upon a breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney fees and collection costs, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (c) Equitable Relief and Indemnification. Each party acknowledges that and agrees that due to the unique nature of TES Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge,



any breach of a party's obligations under this Section 14 may allow the breaching party or third parties to compete unfairly with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon any breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.

- (d) Survival. The obligations of the parties under this Section 14 shall expressly survive the expiration or termination for any reason of this Agreement.

## 15. CONFIDENTIALITY

- (a) TES Proprietary Information. Client acknowledges and agrees that TES owns all right, title and interest in and to the TES materials and TES systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know how, protocols, policies, operating manuals (expressly including the TES Client Manual), specifications, software, forms, education materials, financial information, as well as additions and modifications thereto developed and/or used by TES in the furtherance of TES operations and in performance of TES' obligations under this Agreement (collectively the "TES Proprietary Information"). Client shall maintain the confidentiality of all such TES Proprietary Information and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any TES Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of TES, use the TES Proprietary Information for any purpose except to the limited extent necessary for the provision of Services under this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of TES Proprietary Information and shall return to TES all manifestations and copies thereof in Client's possession or control except to the extent Client is allowed continued use of completed forms as set forth in Section 7(i).
- (b) Client Proprietary Information. TES acknowledges and agrees that in the course of performance of its obligations under this Agreement, TES will have access to certain information proprietary to Client, which may include but is not limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and TES shall have no right, title or interest therein. TES shall maintain the confidentiality of all Client Proprietary Information and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. TES shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, TES shall cease all use of Client Proprietary Information and shall return to Client all manifestations and copies thereof in TES' possession or control except to the extent that the information is retained for TES' internal and business records.
- (c) Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to temporary, preliminary, and permanent injunctive relief in addition to whatever other remedies it might have at law and equity and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations hereunder or the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.

- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies, due, claims for services rendered, claims for injunctive relief as provided for in Section 15(c) above, and/or claims for grant or financial assistance reimbursement due may, at either party's option, be brought separately and immediately in a court of competent jurisdiction or pursued through mediation as set forth below. In the event that a party pursues claims for monies due in court, all other disputes herein shall be subject to good faith mediation.
- (e) Survival. The obligations of the parties under this Section 15 shall expressly survive the expiration or termination for any reason of this Agreement.

16. MISCELLANEOUS

- (a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall insure only to TES and Client and not to any third person.
- (b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.
- (c) Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or the rights, interests or obligations hereunder without the consent of the other party.
- (d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.
- (e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered: upon personal delivery or delivery by facsimile or electronic mail (provided that, in the case of facsimile the sender shall have obtained electronic or other confirmation of actual delivery, and in the case of electronic mail, the sender shall have delivered to both email addresses identified below and shall not have received an electronic notice of non-delivery); twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail via registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES:               Total Education Solutions  
                                   3428 W. Market St.  
                                   Fairlawn Ohio 44333  
                                   Attention: Tawnia Novak, Regional Director  
                                   Phone: 330 668 4041 or Facsimile: 330 666 5626  
                                   E-mail: [tnovak@tesidea.com](mailto:tnovak@tesidea.com)

If to Client:

Lakeshore Intergenerational School  
 18025 Marcella Rd  
 Cleveland, OH 44119  
 (216) 586-3872



- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to choice of law provisions.
- (h) Waiver, Amendment. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed by the party against whom the waiver, amendment, or modification is to be enforced. Any waiver of any provision of this Agreement shall only be effective for the specific instance and circumstance for which the waiver is given, and the waiver shall not affect the continuing enforceability of that provision in any other instance or circumstance.
- (i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- (j) Dispute Resolution.
  - (i) If any dispute, controversy, or claim arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree first to try in good faith to settle the dispute by mediation. If the parties are unsuccessful in their attempt to mediate the dispute, then such disputes will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute. Arbitration shall take place in Summit County, Ohio. The parties shall have full rights of discovery in any such arbitration, as set forth in the Ohio Rules of Civil Procedure.
  - (ii) The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute, in Summit County, Ohio.
  - (iii) The prevailing party in any arbitration arising out of this Agreement shall be entitled to recover reasonable attorney fees and costs.
  - (iv) The award of the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of reasonable attorney fees and costs in any court proceeding relating to this Agreement or the enforcement or collection of any award or judgment rendered under this Agreement.
  - (v) Notwithstanding this arbitration agreement, either party may seek and/or obtain injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute (without reference to this arbitration agreement), and nothing in this Agreement shall be deemed or construed as preventing the same. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.
- (k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have each caused their duly authorized representatives to execute this Agreement as of the Commencement Date.

**Total Education Solutions (TES)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tawnia Novak, Ohio Regional Director/Co-Owner

**Client/School Name** Lakeshore Intergenerational School

Legal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name Brooke King, Title Executive Director

We are selecting a 1 year contract; rates are subject to increase annually.

We are selecting the multi-year contract which locks rates for 2 years.

**Appendix A  
TES Contract Information**

**Contract Information**

TES Main Contact: **Mandy Coddling**  
*Full name as it should appear on contract*

Mailing Address: **3428 W. Market Street**  
*Street Address* *Suite #*

**Fairlawn** **OH** **44333**  
*City* *State* *ZIP Code*

Legal Signer: **Tawnia Novak** Title: **Director**

Main Contact: **Mandy Coddling** Title: **Associate Director**

Phone Number: **330-668-4041** Email: **mcoddling@tesidea.com**

**Accounting/Payment Information**

Attention: **Billing Department**

Address: **625 Fair Oaks Ave** **300**  
*Street Address* *Suite #*

**South Pasadena** **CA** **91030**  
*City* *State* *ZIP Code*

Email Address: [billing@tesidea.com](mailto:billing@tesidea.com) Phone Number: **(323) 341-5580**

**TES Corporate Office Information**

Address: **625 Fair Oaks Ave** **300**  
*Street Address* *Suite #*

**South Pasadena** **CA** **91030**  
*City* *State* *ZIP Code*

President/CEO: **Meaghan Donahue** Phone Number: **(323) 341-5580** Email: [mdonahue@tesidea.com](mailto:mdonahue@tesidea.com)

**Appendix B**

**School Contract Information**

Services to be provided at the following (mark all that apply:  School Site  Online  TES Clinic  Other

**Contract Information**

Legal Name/DBA: **Lakeshore Intergenerational School**  
Full name as it should appear on contract

---

Address: 18025 Marcella Rd  
Street Address Suite #

---

Cleveland OH 44119  
City State ZIP Code

---

Legal Signer: **Brooke Kin** Title: **Executive Director**

---

Main Contact: \_\_\_\_\_ Title: \_\_\_\_\_

---

Phone Number: **216-721-0120** Email: **bking@tisonline.org**

---

**Invoice/Billing Information**

Invoice: *Select preferred invoice delivery method:* Mail Email Both

Attention: **Sarah Alonso**

---

Address: **18025 Marcella Rd**  
Street Address Suite #

---

Cleveland OH 44119  
City State ZIP Code

---

Email Address: **salonso@igschools.org** Phone Number: **216-721-0120**

---

**School Site(s) Information**

School Site Name: **Lakeshore Intergenerational School**  
Full name as it should appear on contract

---

Address: 18025 Marcella Rd  
Street Address Suite #

---

Cleveland Oh 44119  
City State ZIP Code

---

Main Contact: \_\_\_\_\_ Title \_\_\_\_\_  
 : \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* \_\_\_\_\_ *Suite #* \_\_\_\_\_

\_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *ZIP Code* \_\_\_\_\_

Main Contact: \_\_\_\_\_ Title \_\_\_\_\_  
 : \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site(s) Information Continued**

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* \_\_\_\_\_ *Suite #* \_\_\_\_\_

\_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *ZIP Code* \_\_\_\_\_

Main Contact: \_\_\_\_\_ Title \_\_\_\_\_  
 : \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* \_\_\_\_\_ *Suite #* \_\_\_\_\_

\_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *ZIP Code* \_\_\_\_\_

Main Contact: \_\_\_\_\_ Title \_\_\_\_\_  
 : \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

Address: \_\_\_\_\_  
*Street Address* \_\_\_\_\_ *Suite #* \_\_\_\_\_

\_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *ZIP Code* \_\_\_\_\_

Main Contact:		Title	
Phone Number:		:	
		Ema	
		il:	

**School Site Name:** \_\_\_\_\_  
*Full name as it should appear on contract*

**Address:** \_\_\_\_\_  
*Street Address* *Suite #*

\_\_\_\_\_

*City* *State* *ZIP Code*

Main Contact:		Title	
Phone Number:		:	
		Ema	
		il:	

**Appendix C**  
**Services**

Upon written or electronic request by Client, services can be provided in person or online. Below is an overview of available services.

- I. Case Management and Administrative Services—manage all special education administrative functions including oversight of the entire special education compliance and service delivery process: obtaining special education records; establishing and monitoring confidential student/patient special education files; monitoring compliance time-lines for 30-day, initial, annual and triennial IEP/IFSPs; scheduling, convening and running IEP/IFSP meetings; coordinating with parents, administrators, service providers to ensure adherence to the child’s IEP/IFSP; assisting in the establishment of the Child Find and student/patient Study Team and Response to Intervention (RTI) process and monitoring compliance with ADA, Section 504, etc.
  
- II. Professional Development and Training—develop and/or deliver training programs and/or materials for designated audience including but not limited to general education teachers, special education providers, administrators, and/or parents. Client recognizes that all trainings and related materials constitute property of TES and shall not be duplicated without written consent of TES.
  
- III. Psychological-Education (PSY) and Assessment Services—conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state education codes in order to determine child’s level of functioning for the development of an initial IEP/IFSP or to evaluate the child’s annual or three year progress on his or her IEP/IFSP. All assessments conducted by licensed and/or credentialed personnel including School Psychologists, Speech and Language Specialists; Resource Specialists, etc. Written report included.
  
- IV. Instruction—provide all special education services, including Resource Specialist Program, Special Day Class and full-inclusion services, to eligible student/patient assigned by Client to TES. TES will work with Client to develop a full continuum of services as appropriate. Services shall include the following:
  - Pre-post testing to establish baseline and progress data.
  - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
  - Daily, weekly, quarterly and/or annual progress reports.
  - Individual, small group services.
  - Services model delivery based on IEP/IFSP goals.

- V. Designated Instructional Services—provide all Related Services including Speech and Language Therapy, Occupational Therapy, Physical Therapy, to those student/patient of Client eligible therefore and assigned by Client to TES. Services shall include the following:
- Pre-post testing to establish baseline and progress data.
  - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
  - Daily, weekly, quarterly and/or annual progress reports.
  - Individual, small group services.
  - Service delivery model based on IEP/IFSP goals.
- VI. Behavioral Intervention Services—provide an array of behavior intervention services including one to one classroom support as well as specific intervention strategies such as discrete trial training, floor time, play therapy, and sensory-motor therapy for eligible student/patient assigned by Client to TES. Services shall include the following:
- Functional Analysis Assessments
  - Pre/post testing to establish baseline and progress data.
  - Establishment of Behavior Intervention Plans.
  - Establishment of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards necessary.
  - Daily, weekly, quarterly or annual progress reports as required.
  - Individual, small group services
  - Service delivery model based on IEP/IFSP goals.

In addition, TES service providers provide the following IEP/IFSP support services in their area of professional expertise, including:

- VII. Compliance Review—ensures that client meets Federal, state, county, SELPA and local regulations regarding the provision of special education as authorized on each child’s IEP/IFSP; provides an audit of Individual Plans such as Individualized Education Programs (IEP/IFSP) including review and maintenance of files for all Special Education student/patient in assigned caseload to determine current IEP/IF status, eligibility and compliance needs; obtains missing Individual Plans and related records for Special Education student/patient in assigned caseload; and obtains required parent authorization for assessment and services in assigned caseload.
- VIII. Individual Plan Development—provide administrative services to develop IEP/IFSPs/ITPs for eligible student/patient in assigned caseload to ensure compliance with state and federal requirements.
- Write quarterly and/or annual progress reports as required.
  - Undertake other such Individual Plan development duties as determined by mutual agreement with the school.
- IX. Individual Plan Meeting Attendance – Attendance by a TES representative at student/patient ITP/IEP/IFSP meetings for all students/patients assigned to TES, including students/patients assigned to TES for evaluations/assessments as described in above. Attendance by TES special education specialists may include writing of Individual Plans and establishment of individual goals and objectives if instructed in writing by Client.
- X. Consultation – Consultation services include in-service training for your general education staff; developing a Child Find and/or student/patient Success Team model and Response to Intervention (RTI); behavior observation; electronic special education data input; consulting with general education teachers on accommodations in the general education program; consulting with parents or school administrators; consulting on compliance the Individuals with Disabilities Education Act; Parent’s Due Process Rights under the Individuals with Disabilities Education Act; the Americans with Disabilities Act; and Section 504, etc.

#### Service Location and Delivery Mode

Services can take place at one or more of the following locations:

- XI. School Site –in a space designated by the school and conducive to the service being requested. See Section 6.(e) above.

- XII. TES Clinic Location – services can be held at the TES Clinic sites upon request.
- XIII. Community Location – services can be held at an agreed upon community location.
- XIV. Online – services can be held online using our HIPAA and FERPA compliant portal. Clients can attend sessions in their own home or at the school site. If the client is a minor, a responsible adult must be present throughout the online session and available for technical and therapeutic/academic support. Additional training and documentation is necessary to allow for successful implementation of this service delivery mode.
- XV. Blended Service Delivery Model: clients may choose to utilize a blended program in which services are provided both online and in person. Additional fees may apply.

Special Education Services shall also include Specialized Academic Instruction Program, Special Day Class Programs and Designated Instructional Services (“DIS”) as necessary, in the reasonable judgment of TES, to meet student/patient needs and legal requirements; provided that if TES, in its reasonable judgment, believes that any student/patient(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated hereunder or are otherwise cost prohibitive in light of the rates set forth in Appendix D (collectively, “Extraordinary Services”), TES shall identify such student(s)/patient(s) to Client in writing, and Client and TES shall, within fifteen (15) business days of such notice, meet and negotiate in good faith regarding additional compensation to TES for such Extraordinary Services.

## Appendix D

<b>Services</b>	<b>Early Contract Rate (Contracts submitted on or before July 1, 2023)</b>	<b>Standard Contract Rate (Contracts submitted from July 2-August 31, 2023)</b>	<b>Late Contract Rate (Contracts submitted on or after September 1, 2023)</b>
<b>Special Education Coordination/Consultation</b>			
<b>Special Education Compliance</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Special Education File Review w/ Report</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Charter School Operations Consult-start-up, EMIS compliance, school improvement, board relations, , policies and procedures, RTI Attendance</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Resident Educator Mentor</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Case Management- Write IEPs, Coordinate services</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>Academic Coaching</b>	<b>\$82.00</b>	<b>\$85.00</b>	<b>\$90.00</b>
<b>School Psychology</b>			
<b>Initial Evaluation - Approx. 11 hrs w/o meeting</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>Re-Evaluation - Approx. 8 hrs w/o meeting</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>Teacher Consult</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>Assessment – FBA</b>	<b>\$88.00</b>	<b>\$95.00</b>	<b>\$100.00</b>
<b>School Social Worker</b>	<b>\$65.00</b>	<b>\$70.00</b>	<b>\$75.00</b>
<b>Specialized Academic Instruction</b>			
<b>Intervention Specialist</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>ELL/TESOL</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>Title One- Reading</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>Title One- Math</b>	<b>\$72.00</b>	<b>\$75.00</b>	<b>\$80.00</b>



<b>Orton-Gillingham Tutor</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$80.00</b>
<b>Speech and Language</b>			
<b>Direct Services</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>Kindergarten Language Screenings</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>Assessment – Psycho-Educational</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>IEP / Meetings</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>RTI activities</b>	<b>\$83.00</b>	<b>\$88.00</b>	<b>\$95.00</b>
<b>Occupational Therapy</b>			
<b>Direct Services/Progress Reporting/ Meetings / Consult - OT and OTA</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Assessment- Psycho-Educational/ IEP- OT</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>OT supervision of Occupational Therapy Assistant (OTA)</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Physical Therapy</b>			
<b>Direct Services/Progress Reporting/ Meeting/Consult - PT</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Assessment- Psycho-Educational/ IEP</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>PT supervision of Physical Therapy Assistant (PTA)</b>	<b>\$90.00</b>	<b>\$96.00</b>	<b>\$105.00</b>
<b>Direct Services/Progress Reporting  Physical Therapy Assistant (PTA)  (PTA when available)</b>	<b>\$69.00</b>	<b>\$72.00</b>	<b>\$77.00</b>
<b>Consult/ Meetings - PTA ( PTA when available)</b>	<b>\$69.00</b>	<b>\$68.00</b>	<b>\$77.00</b>
<b>RTI activities - PTA (PTA when available)</b>	<b>\$65.00</b>	<b>\$65.00</b>	<b>\$77.00</b>
<b>Behavioral Support</b>			

<b>FBA (average 8 hours) and BIP(average 2-4 hours) by BCBA</b>	<b>\$110.00</b>	<b>\$115.00</b>	<b>\$125.00</b>
<b>Registered Behavior Technician (RBT) Direct Services</b>	<b>\$60.00</b>	<b>\$60.00</b>	<b>\$70.00</b>
<b>Supervision of RBT by BCBA</b>	<b>\$110.00</b>	<b>\$115.00</b>	<b>\$125.00</b>
<b>Consult w. teachers and team</b>	<b>\$110.00</b>	<b>\$115.00</b>	<b>\$125.00</b>

<b>Additional Fees</b>	
<b>One-Time Annual Contract Administration and Materials Fee</b>	<p><b>Returning Schools</b> (Schools that contracted with TES during the 2022-23 Academic Year, Contract submitted by August 31, 2023): \$400.00</p> <p><b>New Schools</b> (Schools that did not contract with TES during the 2023-23 Academic Year, Contract submitted by August 31, 2023): \$600.00</p> <p><b>All Schools that return a contract on or after September 1, 2023:</b> \$1000 which includes late recruiting fees</p>
<b>Minimum Daily Service Requirement:</b> 2 hour minimum required for all services, per day, per provider. Additional fee incurred for visits under 2 hours.	<b>30 minutes added to billing using the provider’s rate</b> (e.g. Physical Therapist travels to your school for only one student, requiring a 30-minute visit. In accordance with the Minimum Daily Service Requirement, 30 minutes will be added to the visit.)

<b>Additional Services*</b>	
<b>Professional Development</b>	<b>\$400 per hour</b>
	<b>\$1200 for ½ day Training</b>
	<b>\$2500 full day Training</b>
<b>Assessment – Bilingual</b>	<b>An additional 3-hour charge at the hourly rate for assessments within 21 calendar days</b>
<b>No Show - cancellation made within 24 hours of scheduled service, assessment or meeting</b>	<b>Half of the scheduled time at the hourly rate</b>

These rates include Workers Compensation, Unemployment/Disability, and Professional Liability Insurances; and Payroll Taxes/Benefits.

I have reviewed the above rate schedule and agree with all fees as written. I understand that my contracted rate is determined by the date that the contract is submitted to TES.

Initials





150 Parkshore Dr, Folsom, CA 95630  
 Remit Email: cs@powerschool.com  
 Quote Date: 24-MAR-2023  
 Quote #: Q-716254-1

Prepared By: Smruthi Chandran  
 Customer Name: Intergenerational Cleveland  
 Contract Term: 12 Months  
 Start Date: 1-JUL-2023  
 End Date: 30-JUN-2024  
 Billing Frequency: Annually

Customer Contact: Sarah Wiersma  
 Title:  
 Address: 3805 Terrett Ave.  
 City: Cleveland  
 State/Province: Ohio  
 Zip Code: 44113  
 Phone #: (216) 721-0120

Product Description	Quantity	Unit	Unit Price	Extended Price
<b>Initial Term 1-JUL-2023 - 30-JUN-2024</b>				
<b>License and Subscription Fees</b>				
PowerSchool SIS Subscription On Prem		770.00	Students	USD 7,923.30
License and Subscription Totals:				<b>USD 7,923.30</b>

<b>Quote Total</b>	
<b>Initial Term</b>	<b>1-JUL-2023 - 30-JUN-2024</b>
<b>Amount To Be Invoiced</b>	<b>USD 7,923.30</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Intergenerational Cleveland

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title: Executive Director




Date: 14-FEB-2023

Date: 03 / 30 / 2023

PO Number: \_\_\_\_\_

Title	PowerSchool Contract 23-24
File name	PowerSchool Inter...land Contract.pdf
Document ID	458c9bd1921b3f7e9ba2777eab957a8f73ae92be
Audit trail date format	MM / DD / YYYY
Status	● Signed

## Document History

 SENT	<b>03 / 30 / 2023</b> 16:23:33 UTC	Sent for signature to Brooke King (bking@igschools.org) from kwiersma@igschools.org IP: 204.11.188.127
 VIEWED	<b>03 / 30 / 2023</b> 16:42:16 UTC	Viewed by Brooke King (bking@igschools.org) IP: 204.11.188.127
 SIGNED	<b>03 / 30 / 2023</b> 16:42:35 UTC	Signed by Brooke King (bking@igschools.org) IP: 204.11.188.127
 COMPLETED	<b>03 / 30 / 2023</b> 16:42:35 UTC	The document has been completed.

## **EDUCATION SERVICES STAFFING AGREEMENT**

This Education Services Staffing Agreement (hereinafter “Agreement”) is entered into this April 14, 2023, by and between **Lakeshore Intergenerational School** located at 18025 Marcella Rd. Cleveland, Ohio 44119, referred to in this Agreement as “Customer,” and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2 Summit Park Dr, Independence, OH, 44131, United States of America referred to in this Agreement as “Maxim.”

### **RECITALS**

**WHEREAS**, Customer operates a School, as defined by State Law located in Ohio and wishes to engage Maxim to provide personnel to supplement Customer’s staff.

**WHEREAS**, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer.

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

### **ARTICLE I. DEFINITIONS**

“**Agreement**” means this EducationServices StaffingAgreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

“**Assignment Confirmation**” means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

“**Assignment Personnel**” means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

“**Assignment Personnel Rate**” means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in “Attachment C” and controls where different from Base Rates set forth in “Attachment A.”

“**Assignment Services**” means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and “Attachment C.”

“**Base Rate**” means the rates billed for Services performed by Personnel pursuant to terms of Agreement and “Attachment A” hereto.

“**Behavior Intervention Plan**” or “**BIP**” is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

“**Contractor**” means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

“**Effective Date**” means the date first written above in the introductory paragraph of Agreement.

**“Float”** means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

**“Individual Education Program” or “IEP”** is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.

**“Individual Health Plan” or “IHP”** is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

**“Medical Services”** services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

**“Personnel”** means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

**“Placement”** is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

**“Related Services”** means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services include school health services and school nurse services, social work services in schools, and parent counseling and training.

**“School Health Services”** means health services that are designed to enable a child with a disability to receive FAPE as described in the child’s IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

**“School Work Site”** means any location Customer assigns Personnel to render Services.

**“Services”** means collectively School Health Services, Special Education Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in Article III and any Attachment(s) and/or Statement(s) of Work.

**“Special Education Services”** means specially designed instruction to meet the unique needs of a child with a disability.

**“Statement of Work” or “SOW”** means a statement of work describing the Services entered into by Maxim and Customer in accordance with Article III and “Attachment A” attached hereto.



“**Supplies**” means any and all necessary medical supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment (“PPE”).

“**Term**” has the meaning given in Section 2.1.

## **ARTICLE II. TERM**

**Section 2.1. Term.** This Agreement will commence on the Effective Date and will continue for a school calendar year.

**Section 2.2 Renewal.** This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement

## **ARTICLE III. NATURE AND SCOPE OF SERVICES**

### **Section 3.1 Scope of Services.**

(a) **Staffing.** Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a School Work Site or in an environment controlled by Customer. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in “Attachment A.” Services include School Health Services, Related Services, and/or Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the “Plan”), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) **Distance Learning Service(s).** Customer may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student’s location (“Distance Learning Service(s)”) due to Customer school closings and/or delays. Customer is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. Customer will provide supplies and resources needed to implement Distance Learning Services and its own expense. Customer is responsible for maintaining a safe environment for all Distance Learning Services.

(c) **Changes.** From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the “Changes”). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work (“SOW”) or subsequent “Attachment A” to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

**Section 3.2 School Health Services Requirements.** Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

**Section 3.3 Related Services.** Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

**Section 3.4 Special Education Services.** Maxim will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

**Section 3.5 Maxim as Employer.** Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

**Section 3.6 Availability of Personnel.** The Parties agree that Maxim’s duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel’s fair market value rate for the modality provided.

#### **ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS**

**Section 4.1 Plan Implementation.** Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer. Customer shall orient Maxim Personnel on the transportation and emergency protocol. Customer will make all determinations on Placement.

**Section 4.2 Orientation and Evaluation.** Customer will provide Personnel with orientation of Customer’s policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student’s with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

**Section 4.3 Supplies.** Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

**Section 4.4 Float Policy.** Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer’s requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the

applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

**Section 4.5 Right to Dismiss.** If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation.

**Section 4.6 Work Environment and OSHA.** Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

**Section 4.7 Notification of Incidents and Claims.** Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

**Section 4.8 Maxim Timeclock.** The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

## **ARTICLE V. CONVERSION OF PERSONNEL**

**Section 5.1 Non-Solicitation.** For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate

or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

**Section 5.2 Placement Fee.** Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim if Customer pays Maxim a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

**Section 5.3 Breach of Conversion of Personnel Section.** In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

## **ARTICLE VI. INVOICING, PAYMENT, AND TAXES**

**Section 6.1 Invoicing.** Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail:

Invoicing Contact:

Invoicing Address:

**Section 6.2 Payment.** All amounts are due and payable within thirty (30) days from the date of invoice. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

**Section 6.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

**Section 6.4 Annual Rate Increases.** Customer agrees to and accepts annual rate increases at the percentage listed on “Attachment A” of this Agreement.

**Section 6.5 Customer Bankruptcy or Insolvency.** Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

**Section 6.6 Assurances.** In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Maxim applies the prepayment deposit in accordance with this Section at such time that concern about Customer’s impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

**Section 6.7 Transaction Taxes.** Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes.

## **ARTICLE VII. RELATIONSHIP OF THE PARTIES**

**Section 7.1 Independent Legal Entities.** Maxim and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Maxim nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

**Section 7.2 Use of Contractors.** Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

**Section 7.3 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party’s policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.



## **ARTICLE VIII. ASSIGNMENT SERVICES**

**Section 8.1 Assignment Services.** As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in “Attachment C.” To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

**Section 8.2 Interviews.** Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer’s requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

**Section 8.3 Assignment Cancellation by Maxim.** Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

**Section 8.4 Assignment Cancellation by Customer.** Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the “Attachment C” Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days’ notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel’s rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancellation notice).

**Section 8.5 Assignment Confirmations.** Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as “Attachment C.” Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

**Section 8.6 Assignment Confirmation Delivery.** Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

## **ARTICLE IX. ADDITIONAL SERVICES**

**Section 9.1 Locum Tenens Coverage.** Should Customer request Locum Tenens providers from Maxim, the Parties shall enter into a separate Agreement or Statement of Work for Locum Tenens coverage.

**Section 9.2 Assignment or Subcontracting.** Maxim can assign or subcontract this Agreement with written notice to Customer for the purpose of providing additional Contractors, Personnel for fulfilling the requirements of this Agreement, or to provide a workforce management solution by its subsidiary, Sunburst Workforce Advisors, LLC to Customer. Should Customer request utilization of a workforce solution, the Parties shall enter into a separate Service Agreement with Maxim's Subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Service Agreement will govern use of the workforce solution.

## **ARTICLE X. INSURANCE**

**Section 10.1 Maxim Insurance.** Maxim will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Maxim will provide a certificate of insurance evidencing such coverage upon written request by Customer.

**Section 10.2 Customer Insurance.** Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Maxim prompt written notice of any material change in Customer coverage. Customer shall name Maxim as an additional insured on its general liability policy.

## **ARTICLE XI. INDEMNIFICATION**

**Section 11.1 Indemnification by Maxim.** Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Maxim of Section 3.2 or Section 3.3.

**Section 11.2 Indemnification by Customer** – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

**Section 11.3 Indemnification Procedures** – The Party seeking indemnification under this Article XI (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party’s prior written consent.

## **ARTICLE XII. LIMITATION OF LIABILITY**

**Section 12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**Section 12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO MAXIM BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT OR THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.**

## **ARTICLE XIII. DISPUTE RESOLUTION**

**Section 13.1 Dispute Resolution.** Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

**Section 13.2 Dispute Resolution Process.** To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party’s representative in the negotiation. The other Party shall have ten (10) business days to designate its



own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

**Section 13.3 Inability to Resolve.** If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

## **ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA**

### **Section 14.1 Confidentiality.**

**A. Maxim/Customer Information.** Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

**B. Disclosure of Maxim/ Customer Partnership.** From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

**C. Student Information:** In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Maxim is provided access to students' records, Maxim shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Maxim shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

**D.** The obligations set forth in this Article XIV shall survive the termination of this Agreement.

**Section 14.2 Data Security.** Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all computer systems, networks, and/or data related to the services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

**Section 14.3 Aggregate Statistical Usage.** Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

#### **ARTICLE XV. TERMINATION**

**Section 15.1. Termination for Convenience.** Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

**Section 15.2 Termination for Cause.** If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

**Section 15.3 Post Termination Obligations.** Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

#### **ARTICLE XVI. GENERAL TERMS**

**Section 16.1 Non-discrimination.** Neither Maxim nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current,

or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

**Section 16.2 Compliance with Laws.** Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

**Section 16.3 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

**Section 16.4 Assignment of Agreement.** Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

**Section 16.5 Attorneys' Fees.** In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

**Section 16.6 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Lakeshore Intergenerational School  
18025 Marcella Rd., Cleveland ,  
Ohio 44119  
ATTN: Aaron Davidson Bey

Maxim Healthcare Staffing Services, Inc.  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department

COPY TO:  
Maxim Healthcare Staffing Services, Inc.  
2 Summit Park Dr, Independence, OH,  
44131, United States of America  
ATTN: David Akin

**Section 16.7 Headings.** The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

**Section 16.8 Merger.** This Agreement constitutes the entire contract between Customer and Maxim regarding the Services to be provided hereunder. Any agreements, promises, negotiations,

or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

**Section 16.9 Amendment.** No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

**Section 16.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

LAKESHORE INTERGENERATIONAL  
SCHOOL:

MAXIM HEALTHCARE STAFFING  
SERVICES, INC.:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT “A”  
CUSTOMER REQUESTED PERSONNEL AND RATES - April 14, 2023**

**School Work Site.** This “Attachment A” shall apply to the following School Work Site(s):

Work Site Name	Address	Work Site Contact
----------------	---------	-------------------

**Base Rates.** Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate \$ (per hour)
<b>BCBA</b>	<b>80.00-100.00</b>
<b>Behavior Tech</b>	<b>45.00-55.00</b>
<b>Occupational Therapist School</b>	<b>70.00-85.00</b>
<b>OTA</b>	<b>55.00-65.00</b>
<b>PTA</b>	<b>55.00-65.00</b>
<b>Physical Therapist School</b>	<b>70.00-85.00</b>
<b>School Aide</b>	<b>35.00</b>
<b>Teacher</b>	<b>50.00-60.00</b>
<b>Social Worker Schools</b>	<b>50.00-55.00</b>
<b>Special Education Teacher</b>	<b>65.00-75.00</b>
<b>Counselor</b>	<b>50.00-55.00</b>
<b>School Psychologist</b>	<b>85.00-100.00</b>
<b>SLP</b>	<b>100.00-110.00</b>
<b>LPN</b>	<b>55.00</b>
<b>RN</b>	<b>65.00</b>

**Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

**Weekend.** Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

**Orientation.** Base Rate(s) will be billed for all time spent in required Customer orientation.

**Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

**Holidays.** Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

- |                  |                  |
|------------------|------------------|
| New Year's Day   | Labor Day        |
| Memorial Day     | Thanksgiving Day |
| Independence Day | Christmas Day    |

**Changes.** Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to “Attachment A” by execution of subsequent “Attachment A” document(s).

**Attachment “B”**  
**PRE-ASSIGNMENT SCREENING**

- I. **School Health Services, Related Services, and Special Education Personnel Requirements.** Maxim will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment “A” who meet the following criteria, if the role involves the provision of health and mental health services. These roles include but are not limited to: RN Certified Nurse, RN School, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel’s placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law;
  - b. Verify current license, registration, or certification, including CPR, for the Services to be provided, if applicable to role;
  - c. Skills assessment checklist of competencies for the position and an exam, if applicable
  - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;
  - e. Verify relevant professional and specialty expertise as requested by Customer;
  - f. Receive employment verification;
  - g. Confirm Personnel are authorized to work;
  - h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- II. **Education Personnel Requirements.** Maxim will supply Customer with requested Related Services Personnel in Attachment “A” performing education services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel’s placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law;
  - b. Receive employment verification;
  - c. Verify, license, certification or certification, if applicable to the role;
  - d. Verify relevant professional and specialty expertise as requested by Customer;
  - e. Confirm Personnel are authorized to work;
  - f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- III. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the “Clear” or “Not Clear” status. Customer agrees

that Personnel may begin assignment following completion of a successful Customer background screening.

**ATTACHMENT “C”  
ASSIGNMENT CONFIRMATION**

Maxim and Customer hereby agree the following Personnel will be assigned to Customer’s Work Site, listed below, under the terms and conditions outlined below and according to the Agreement signed between Customer and Maxim.

Customer and Maxim understand and agree that this assignment is contingent upon verification of Personnel’s compliance with the Agreement and the pre-assignment screening requirements in “Attachment B” prior to the assigned start date. To the extent that the rates set forth herein differ from the rates in “Attachment A” the rates set forth herein shall govern for the length of the Assignment start and end dates, and with renewal of the Agreement.

Customer Name:	
School Work Site Address:	
Confirmation Date:	

Customer hereby agrees to sign/return this document **WITHIN 48 BUSINESS HOURS** of the date listed above and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	

Authorized signature below indicates agreement to utilize Maxim Personnel under of ALL of the conditions specified above. The Staffing Services Agreement between Customer and Maxim shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

\_\_\_\_\_  
Authorized Customer Representative Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date



Please email a signed copy of this confirmation back to E-MAIL ADDRESS. Thank you.



**Date:** 3/13/2023  
**Order Form# :** Q-00809  
**Order Form Expiration Date:** 4/12/2023  
 Please Email All Pages to **billing@itutor.com**

Order Form

**Customer Name:** The Intergenerational School-East  
**Billing Address:** Principal Mario Clopton-Zymler  
 11327 Shaker Boulevard  
 Suite 200E  
 Cleveland, Ohio 44104  
 US

iTutor Renewal Quote for Educator Aisha Dixon  
 Full-Time Educator continuing the ELA class for Intergenerational School-East.  
 Date: 3/27/23 to 05/26/23. 42 instructional days.

Service	Total Hours	Start Date	End Date	List Price	Discount	Net Price	Net Total
Full-time educator	1.00	3/27/2023	5/26/2023	\$80,000.00	\$61,333.33	\$18,666.67	\$18,666.67
<b>iTutor Renewal Quote for Educator Aisha Dixon TOTAL:</b>							<b>\$18,666.67</b>

**Terms and Conditions**

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to iTutor Inc. and affiliates. This Order Form and any documents it features (including the Standard Terms and Conditions located at <http://www.itutor.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You accept that any terms and conditions in your purchase order or any other documentation you provide that enhance our obligations or restrictions or contravene the Agreement do not have force and effect.

**Acceptance**

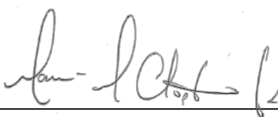
This order form will expire on the Order Form Expiration Date noted above unless we earlier rescind or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am



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authorized to accept this offer and the Agreements terms and conditions on behalf of the customer referred above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties procedure does not require that I execute this Order Form, I accept, understand and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please email all pages to your sales rep and orders@itutor.com.

Customer Signature:   
Name (Printed or Typed): Mario Clopton-Zymler  
Title: Principal  
Date: 3/16/2023

iTutor Signature: *Ysiad Ferriras*  
Name(Printed or Typed): Ysiad Ferriras  
Title: CEO  
Date: 3/16/2023



**Date:** 3/13/2023  
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## Summary of Services

iTutor will provide the virtual services, outlined on the Order Form, for the number of hours and duration specified. Session delivery will be variable depending on which program is ordered. Program specific deliverables are outlined below.

## ITutor Deliverables

### Core Instruction

#### Credit Recovery

- Credit Recovery entails instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of credit recovery are determined by school personnel and iTutor is responsible for fulfilling those requirements. Attendance and progress reporting are crucial to this program so the school can adequately determine students' course completion status.

#### Homebound

- Homebound support is first-time instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of Homebound Services are determined by school personnel and iTutor is responsible for fulfilling those requirements. Attendance and progress reporting are crucial to this program so the school can adequately determine students' course completion status.

#### Suspension Alternatives

- The iTutor Virtual Suspension Classroom (VSC) provides a safe and supportive virtual solution for short-term suspensions to limit the amount of lost instructional time and help students transition back into the classroom. A VSC will be created for students who are placed on short-term suspension (up to 5 school days) to continue uninterrupted schooling.

#### Whole Class Instruction

- Whole Class Virtual Instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of WCVI are determined by school personnel and iTutor is responsible for fulfilling those requirements. Attendance and progress reporting



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## Order Form

are crucial to this program so the school can adequately determine students' course completion status.

## Supplemental Instruction

### Tutoring

- Tutoring is a supplemental service to provide support for students who need extra help, including supplemental instruction or enrichment, delivered during the traditional school day. iTutor recommends schools/districts provide pacing guides, scope and sequence, and/or a syllabus to better support iTutor educators in planning for tutoring services. Students who receive tutoring typically attend recurring sessions over several weeks or months.

### Homework Help

- Homework Help is supplemental support, in which iTutor educators can responsively provide students extra assistance in completing their assignments on a regular basis. Students are not expected to attend every session, but should attend regularly.

### Resource Room

- Resource Room sessions provide mandated academic support for students with disabilities by a certified special educator. Students take ownership of their learning by bringing materials they need support with to these sessions. Educators prepare extra help material, support students' mastery of IEP goals, and collect data.

### State Test Prep

- State Test Prep sessions provide an individualized approach to preparation for state testing based on the needs of the student(s) and the specific test requirements.

## Educator Placement

- Part-time program in which an iTutor Educator serves as the sole provider of content and instruction to a student(s) for a given course. The Educator works in collaboration with various team members within a school and may or may not serve as the teacher of record for the stated course (depending on state).
- Full-time program designed where an iTutor Educator serves as the sole provider of content and instruction to a student(s) of a given course. The Educator works in collaboration with various team members in a school and may or may not serve as the teacher of record for the stated course (depending on state). Educators will follow the corresponding school district's calendar, up to 190 days for a full school year.
- iTutor will recruit, vet, and refer state-certified educator(s) to the district for their review and approval. Approval for each candidate shall take approximately 3-business days to complete.



**Date:** 3/13/2023

**Order Form# :** Q-00809

**Order Form Expiration Date:** 4/12/2023

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## Order Form

### Implementation & Staffing

- Additional iTutor support to structure programs schedules, coordinate technology, provision student and admin accounts, support onboarding and tech issues, provide ongoing reporting and recruit, validate and assign educators.

### Service Enhancements

- Content
  - Included per-session when a Customer requests that iTutor provides the content.
  - For custom content and/or creation and collection of asynchronous resource requests that are not included in the iTutor course catalog, thirty (30) day's prep time is required.
- Advanced, Advanced Placement, College Level, IB
  - For sessions delivering advanced instruction.
- Assessments (Pre and Post Testing)
  - Additional pre- or post-testing for sessions.
- Co-Teaching
- Educator Prep Time
- Multilingual Learners (Interpreter or Bilingual Educator)
  - Additional resource for non-English speaking students.
- Students with Disabilities
  - Add-on for sessions that require Students with Disabilities Certified educators.
- Small Group Additional Student
  - Incremental add-on for students above the session size threshold.

### All Programs

- Whole class (WCVI) sessions are designed for up to 30 students per session.
- Small group sessions are designed for up to 10 students per session.
- Students enrolled in 1:1 services must be assigned a minimum of 10 hours per subject with 12-18 or more hours showing the deepest impact academically.
- Specific dates and times will be finalized between iTutor and the Customer no later than ten (10) days prior to the date of delivery for each session.
- iTutor will provide a central point of contact for any implementation updates, changes, or escalations.
- iTutor will provide self-paced orientations for students and staff within five (5) business days prior to the first scheduled session delivery.
- Live support is available upon request for assistance with navigating the iLMS or to resolve certain technology challenges.
- Content & Curriculum subjects will be limited to iTutor's standard course offerings. Customized requests can be made, but may incur additional time and costs. Not all customized requests will be granted.



**Date:** 3/13/2023

**Order Form# :** Q-00809

**Order Form Expiration Date:** 4/12/2023

Please Email All Pages to **billing@itutor.com**

## Order Form

### Customer Deliverables

- The Customer will provide a minimum of 10 day's notice of the intended session dates, time, and number of students. Advanced notice of 30 or more days is preferred.
- For Group Services, the Customer will submit a roster of students detailing the subjects/cohorts each student will be enrolled in, using a template provided by iTutor, at least 10 business days prior to the start of services.
- For 1:1 Services Customer will enroll students submit class assignments via their iLMS admin account
- The Customer will provide points of contact for each program purchased who will be the central point of contact for any implementation updates, changes, or escalations.
- Each student will need the following supplies for iTutor sessions: computer, internet connectivity, speaker/microphone (headset with microphone recommended), notebook, and writing utensils.
- The Customer will provide any additional supplemental course/instructional materials or access to Customer technology platforms (e.g. Google Classrooms, LMS) at least ten (10) days prior to delivery.
- During the first class sessions, if students are attending classes on a school site, Customer IT staff will be on-call to help address any technical issues.
- In the event that a student has specific IEP goals or a 504 plan, the program/site will convey all related information, documentation, and mandates through secure channels to iTutor within 10 business days prior to delivery.

### Reporting, Utilization, and Scheduling

- iTutor will document and submit attendance reports weekly to the Customer's designated point of contact.
- iTutor will provide monthly session usage reports to the Customer's designated point of contact. Usage reports will detail usage of hours/sessions purchased and remaining.
- Cancellation, Utilization & Expiration will adhere to the policies listed in the Standard Terms & Conditions.
- Requests to change session schedules should be made at least 24 hours in advance. iTutor will work to honor schedule changes but cannot guarantee that all requests will be fulfilled.

### iTutor Educator Expectations

- iTutor Educators are highly qualified/certified to deliver instruction relevant to the services purchased.
- iTutor Educators will provide a professional learning environment at all times.
- Every session is recorded. Only enrolled students and iTutor employees can access classroom recordings. Recordings are available within twenty-four (24) hours of session completion.
- iTutor will abide by the iTutor Privacy Policy.



**Date:** 3/13/2023

**Order Form# :** Q-00809

**Order Form Expiration Date:** 4/12/2023

Please Email All Pages to **billing@itutor.com**

## Order Form

- iTutor is fully accredited by Cognia as a digital learning institute, with the authority to award academic credit, be the teacher of record, and deliver whole course instruction in partnership with a local school district.
- In the event a student with an IEP/504 plan is enrolled, the iTutor Educator will progress monitor IEP goals and attend IEP/CSE meetings as needed.

## Customer Expectations

- For whole class instruction, the Customer will provide a classroom facilitator (if students are onsite) and/or teacher of record who will be responsible for managing the classroom environment and granting credit.
- Students have the appropriate computer technology and internet services to access iTutor. Chromebooks and PCs are best, while iPads are not encouraged.
- The Customer will be responsible for any and all recognition and motivational activities to drive student engagement.
- The Customer will ensure that students utilize the virtual orientation content and escalate any questions of tech concerns prior to their first classes whenever possible
- Any and all supplies will be purchased and distributed by the Customer as needed.

## iTutor Support

- iTutor Technology and Customer Support will be available Monday-Friday, from 7 am ET to 8 pm ET by calling 1-888-817-5980 or support@itutor.com.



Ohio Department of Education  
Office for Child Nutrition

## NSLP VENDED MEAL INVITATION TO BID CONTRACT RENEWAL

Is this the right contract for me?

Answer the questions below. A “yes” response to the questions below indicates that this is the appropriate contract for your organization. A “no” response to any of the questions below indicates that an individual from your organization should contact your assigned education program specialist (EPS) to discuss other meal purchasing options.

Ye s	No	
		I have an existing vended meal contract procured through a formal Invitation to Bid process
		I have renewed my original contract fewer than 4 times
		There have been no significant changes to my meal service (adding/removing meals, adding/removing buildings, adding/removing grade groups, etc.)
		I am satisfied with the service, quality, and price that I have received over the contract period

### PROCUREMENT REGULATIONS

National School Lunch Program procurement requirements are found in 7 CFR 210.21. The summary below addresses some key points of the regulation:

- Full requirements are documented in 2 CFR 200, subpart D; 2 CFR 400; and 2 CFR 415.
- You are bound by the provisions of any contract you enter into, whether or not that contract resulted from a proper procurement process, but any costs incurred under a contract that does not meet the requirements of the regulation are unallowable costs.
- The Ohio Department of Education is not a party to any contract formed pursuant to this agreement.
- If you make any changes to this prototype document, you need to submit those changes to us for approval prior to beginning your solicitation process.
- SFAs and Vendors are required to comply with the “Buy American” provision by purchasing agricultural commodities and food products that are produced and processed in the United States.

Carefully read the attached instructions. Please contact your assigned EPS or call our office toll-free at 1-800-808-6325 if you have questions or need assistance.

Procurement resources are also available on our web site at [education.ohio.gov](http://education.ohio.gov)

Revised 12/2017

Ohio Department of Education - Office for Child Nutrition  
National School Lunch Program

**INVITATION TO BID RENEWAL CONTRACT**

The Intergenerational Schools (hereinafter "SFA")  
(School Food Authority)  
and Thomas Lane Inc. DBA Innovation Foods (hereinafter "Vendor")  
(Vended/Catered Meal Company)

mutually agree to renew the current Food Service Contract (hereinafter "Contract") that expires on: 6/30/2023  
(m/d/y)  
The Contract shall be renewed for a period of one year beginning on 7/1/2023 and ending on  
6/30/2024, with the first day of food service being 8/1/2023. All terms and conditions of the  
(m/d/y) (m/d/y)

Contract as amended herein shall remain in full force and effect for the duration of this renewal. The original Invitation to Bid Contract was first completed in program year 2021. After the original bid year, the contract can be renewed at a maximum of four one-year periods. This renewal contract is the 3<sup>rd</sup> year of renewal of the Invitation to Bid Contract.

The following school(s) will be provided food service under this contract: The Intergenerational School  
Near West Intergenerational School, Lakeshore Intergenerational School

1. FINANCIAL TERMS

In general, price increases should not exceed the Consumer Price Index for all Urban Consumers (CPI-U), U.S. base, for food away from home, as computed and published by the U.S. Department of Labor, for the most recent twelve-month period for which CPI data are available.

For the chart below, insert the Unit Price for each Meal Type Vended:

	PREVIOUS CONTRACT		RENEWAL CONTRACT	
	PARTICIPANTS	ADULTS (program staff)	PARTICIPANTS	ADULTS (program staff)
Breakfast	\$ <u>2.20</u>	\$ _____	\$ <u>2.31</u>	\$ _____
Lunch	\$ <u>4.17</u>	\$ _____	\$ <u>4.34</u>	\$ _____
After School Snack	\$ _____	\$ _____	\$ _____	\$ _____
Extra Milk	\$ _____	\$ _____	\$ _____	\$ _____

Please indicate the basis for any price increases indicated above: Standard increase of cost of goods

No increases in price of this renewal contract will be considered until 12 months after the effective beginning date as listed in item B above. Subsequent increases or decrease in price shall be determined by and/or allowed (list conditions): \_\_\_\_\_

2. ATTACHMENTS

The Vendor must submit the following attachments with this Renewal Contract:

- a. Copy of Vendor's current food service license
- b. Copy of Vendor's Food Safety Registration
- c. Current certification of Federal or State meat inspection or letter of exemption

3. APPROVAL

This Renewal Contract is subject to approval by the Ohio Department of Education, Office for Child Nutrition, National School Lunch Program:

4. NONDISCRIMINATION

The vendor is advised that a complaint can be filed with USDA if he or she believes there was discrimination by the State or institution in the contracting process. The U.S Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider.

5. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Contract as of the date indicated below. The individual signing as the authorized representative is deemed to have authorization to bind the agency to legal and binding agreements.

SFA

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

VENDOR/CATERER



\_\_\_\_\_  
Signature of Authorized Representative

Thomas Lane  
\_\_\_\_\_  
Print Name of Authorized Representative

President  
\_\_\_\_\_  
Title

4/24/23  
\_\_\_\_\_  
Date

1550 Enterprise Pkwy  
\_\_\_\_\_  
Address

Twinsburg, OH 44087  
\_\_\_\_\_  
City, State, Zip

330-425-7979  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

NOTE: A. Submit to parties involved accordingly:  
1.) Original to be kept by SFA  
2.) One copy to Vendor/Caterer

PACKET 02011

B. Renewal Contract is to be kept on file with the full Invitation to Bid Contract





## Memo of Understanding between Innovation Food Service (IFS) and The Intergenerational Schools

**To:** The Intergenerational Schools

**From:** Innovation Food Service

**Date:** 4/25/2023

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**Scope of Work:** IFS will provide breakfast and lunch daily to The Intergenerational Schools. IFS will also supply staffing to distribute breakfast, as well as heat and serve lunch. Breakfast will be delivered cold and in bulk. Lunch will be delivered cold and unitized, to be heated on site.

### **Pricing & Meal Volume:**

- Price: Breakfast - \$2.31, Lunch - \$4.34
- Volume: 300 breakfast, 425 lunch

### **Delivery:**

- Will provide fresh, nutritious meals that are inspected by ODA.
- Will set up a two-hour delivery window. IFS will attempt to coordinate deliveries at a convenient time for the school.
- A signature is required with each delivery acknowledging that everything has been accounted for.
- Once food is checked in, it is considered billable product.
- Menus are subject to change due to availability.
- Schools/delivery locations are required to provide plowed dock space and shoveled walkways for all deliveries. Failure to provide safe delivery access may result in delayed or cancelled deliveries.
- Orders undelivered for hazardous conditions will still be charged.
- During extended school closures, access to the school may be required to make a delivery. In the event access is not granted, an extra delivery charge of \$250 may be applied.

### **Equipment:**

- Any equipment supplied by IFS will be repaired by IFS and is provided for the exclusive use of IFS.
- The cost for repair/replacement of vandalized/stolen equipment or supplies will be billed to the school.

### **Ordering:**

- **14-day notice is required for field trip meals.** Orders should be emailed to [tburton@ifsmeals.com](mailto:tburton@ifsmeals.com) with the words FIELD TRIP in the subject line. Field trip numbers should also be included in the weekly order.
- Meal counts are due by Tuesday at 3 PM for the following week's deliveries. Changes in the meal count are permitted up to 48 hours before delivery.
- Orders must be emailed to [tburton@ifsmeals.com](mailto:tburton@ifsmeals.com) with the word ORDER in the subject line.
- All communications should include the name of the school/site in the subject line.
- IFS reserves the right to charge an additional amount for any special meal requests.


### **Accounting:**

- **IFS must have a signed copy of contract on file before services start.**
- Billing will be submitted monthly, Net 30.
- Overdue invoices may be subject to a \$100 late fee and 2% interest until paid in full.
- Meal prices are subject to change if there is a 10% or more change in meal counts.
- Meal prices are subject to change if more than 5 school day cancellations occur.

- Supplies and products ordered for IFS related meal service should only be used for that purpose.
- Any special requests must be submitted to IFS prior to use and will be billed separately.
- If an unforeseen closure due to an act of God causes meals to expire, cost will be split 50/50 between IFS and The Intergenerational Schools
- All other school closures must be communicated to IFS at least 48 hours in advance or all meals may be billable.

**When IFS supplies staffing:**

- IFS staff will clean the kitchen area (does not include cafeteria).
- IFS staff will prep and prepare food to ensure dietary & portioning standards.
- All food will be prepared and served at proper temperature, quality, and food safety levels.
- IFS will handle food rotation, storage, and dating.
- IFS will manage delivery drivers, checking in orders and returns.
- IFS will complete end of day paperwork, supply ordering, daily operation checklist and monthly reports.
- IFS is not responsible for management of students receiving meals, collecting payment for meals, or recording daily meal counts.
- IFS is not responsible for monitoring students before, during or after their lunch period.
- IFS is not responsible for serving meals outside of the cafeteria/designated area., unless otherwise specifically contracted to do so.
- Recruiting or cross-utilization of IFS staff is not allowed without IFS HR permission.
- IFS is responsible for paying the SERS costs associated with having an employee at the school. The school is responsible for assisting IFS with setup in the SERS program in a timely manner.

Signature of IFS Representative:   
 Print Name: Thomas Lane  
 Title: President  
 Date: 4/25/23

Emergency Number for School: \_\_\_\_\_

Signature of School Representative: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\*This addendum is not meant to supersede the original meal contract\*

**Please feel free to contact Innovation Food Service.**

IFS Office: 330-425-7979

Tiffany Burton:  
 Operations and Office Coordinator  
 216-526-4432  
 tburton@ifsmeals.com

Noel Simms:  
 Sales/Customer Service Rep  
 216-903-0321  
 nsimms@ifsmeals.com

Chelsea Sprinkle:  
 Administrative Assistant  
 330-425-7979 x113  
 csprinkle@ifsmeals.com

Victor Lane:  
 Food Service Director  
 216-903-5370  
 vlane@ifsmeals.com

Billing Inquiries:  
 accountreceivable@ifsmeals.com





**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
01366794

Period Specified Below  
07/01/2022 to 07/01/2023

THOMAS LANE INC  
RED'S PLACE  
1550 ENTERPRISE PKWY  
TWINSBURG OH 44087-2240



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



STATE OF OHIO  
DEPARTMENT OF AGRICULTURE  
DIVISION OF FOOD SAFETY  
REYNOLDSBURG, OH 43068

No: REG4744293  
ID No: 7700756

# CERTIFICATE OF REGISTRATION

This Registration Certificate has been issued in accordance with the requirements of Chapter 3715.041 of the Ohio Revised Code and is subject to revocation or suspension for cause and is not transferable.

Issued: April 3, 2023

Expires: January 31, 2024

**Mailing Address**

THOMASLANE INC.  
1550 ENTERPRISE PARKWAY  
ATTN: THOMAS LANE  
TWINSBURG OH 44087

**Location Address**

THOMASLANE INC.  
INNOVATION FOOD SERVICE  
1550 ENTERPRISE PARKWAY  
TWINSBURG OH 44087

Interim Director Tracy Intihar  
Director of Agriculture





Department of Agriculture

Division of Meat and Poultry Inspection

8995 East Main Street, Reynoldsburg, OH 43068

Phone: 614-728-6260 • Fax: 614-728-6434

TTY-Ohio Relay Service: 1-800-750-0750

• www.agri.ohio.gov • meat@agri.ohio.gov

INSPECTION LICENSE / REGISTRATION

Official Establishment No: 1211

This is to certify that Thomas Lane Inc

Doing Business As Thomas Lane Inc

Located at 1550 Enterprise Parkway Twinsburg, OH 44087

having complied with the requirements set forth under Section 918.01 to 918.15 of the Revised code and/or Section 918.21 to 918.31 of the Revised Code is hereby issued a registration/license to operate a meat and/or poultry establishment under state inspection.

Issued this 20th day of April, 2023 at Reynoldsburg, Ohio

Meat Inspection Registration, Fee section 918.08 of the revised code

Poultry Inspection License, Fee section 918.28 of the revised code

Unless revoked, expiration date March 31, 2024

Jurisdiction:

CIS

Dual Jurisdiction with Food Safety

Exemption:

Retail Activities

License Activities:

Full Processing

Thomas Lane Inc
1550 Enterprise Parkway
Twinsburg, OH 44087

Brian Baldrige

Director

Registration/License Year/Number: 2023 251

This is an Equal Opportunity Program. If you have been discriminated against because of race, color, religion, sex, national origin, age, or handicap, WRITE IMMEDIATELY to the Director, Ohio Department of Agriculture, 8995 East Main Street, Reynoldsburg, Oh 43068



In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at [www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf](http://www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

**mail:**  
 U.S. Department of Agriculture  
 Office of the Assistant Secretary for Civil Rights  
 1400 Independence Avenue, SW  
 Washington, D.C. 20250-9410; or

**fax:**  
 (833) 256-1665 or (202) 690-7442;

**email:**  
[program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

Conforme a la ley federal y las políticas y regulaciones de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta institución tiene prohibido discriminar por motivos de raza, color, origen nacional, sexo, edad, discapacidad, venganza o represalia por actividades realizadas en el pasado relacionadas con los derechos civiles (no todos los principios de prohibición aplican a todos los programas).

La información del programa puede estar disponible en otros idiomas además del inglés. Las personas con discapacidades que requieran medios de comunicación alternativos para obtener información sobre el programa (por ejemplo, Braille, letra agrandada, grabación de audio y lenguaje de señas americano) deben comunicarse con la agencia estatal o local responsable que administra el programa o con el TARGET Center del USDA al (202) 720-2600 (voz y TTY) o comunicarse con el USDA a través del Servicio Federal de Transmisión de Información al (800) 877-8339.

Para presentar una queja por discriminación en el programa, el reclamante debe completar un formulario AD-3027, Formulario de queja por discriminación del programa del USDA, que se puede obtener en línea, en

[www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf](http://www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf), en cualquier oficina del USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida al USDA. La carta debe contener el nombre, la dirección y el número de teléfono del reclamante, y una descripción escrita de la supuesta acción discriminatoria con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR, por sus siglas en inglés) sobre la naturaleza y la fecha de la presunta violación de los derechos civiles. La carta o el formulario AD-3027 completado debe enviarse al USDA por medio de:

**correo postal:**  
 U.S. Department of Agriculture  
 Office of the Assistant Secretary for Civil Rights  
 1400 Independence Avenue, SW  
 Washington, D.C. 20250-9410; o

**fax:**  
 (833) 256-1665 o (202) 690-7442;

**correo electrónico:**  
[program.intake@usda.gov](mailto:program.intake@usda.gov).

Esta institución ofrece igualdad de oportunidades.





A Xerox Company

April 24, 2023



**Investment Proposal Prepared For:**

# **The Intergenerational Schools**

**Prepared By:**

**Allison Steward**

*Senior Account Executive*  
Allison.Steward@xerox.com

**Ron Heinz**

*Regional Sales Manager*  
Ronald.Heinz@xerox.com



Connect with us online at [comdoc.com](https://comdoc.com)





**April 24, 2023**

Tia Wiersma  
Sarah Alonso  
*The Intergenerational Schools*

Tia & Sarah,

Thank you for the opportunity to allow ComDoc and The Intergenerational Schools to continue their partnership. We are very excited about this opportunity and are looking forward to being able to continue to provide you with the very best in office equipment and technology.

This proposal has been customized based on our initial discussions and the information you have provided us regarding your current equipment and needs for your print environment. With that information, our team was able to identify machines that are the very best ComDoc has to offer that fit your everyday needs based on usages and volumes. From our conversations, I have identified that your most important needs are as follows:

- Desire to replace the current aged technology with the new advanced systems of Xerox.
- Pricing is very important to you, but more importantly, you desire to have superior device reliability and customer support when called for.
- Right sized equipment to make the new contract as cost effective as possible.
  - o Consolidation and Reallocation of machines to what makes the most sense.
- Brand New equipment that is current on software and functionality.
- We understand that optimization and efficiency is extremely important for you and your staff, and we are confident our recommendation will provide The Intergenerational Schools with the highest level of both factors and more.

We appreciate this opportunity as one of your valued partners. We trust that you will find our proposal both comprehensive and exactly what you need to provide the very best in office equipment and technology to fit your needs.

Sincerely,

Allison Steward



Connect with us online at [comdoc.com](http://comdoc.com)





April 24, 2023

# ComDoc's 360 Approach

## It's what makes us different from the rest



We start by seeing the big picture. The ComDoc 360 Assessment is a specialized tool that measures the core areas required to achieve true workflow optimization. Integrated reporting tools deliver concrete, actionable guidelines for complete alignment of all technology and business process initiatives.

Today's economic climate is forcing companies to focus on reducing costs, improving overall efficiency and increasing profitability. The ComDoc 360 Assessment serves as a gateway to discovering new ways to work with technology and handle the flow of information. Through years of collecting evidence, we have identified seven core areas that drive the alignment of technology and business process initiatives.

The ComDoc 360 Assessment is built on actual data, not estimates or projections. Our methodology starts from the ground up. We start by understanding your specific business and goals so we can tailor a solution customized to your environment. Our 360 Assessment will help you understand your total cost of ownership for all of your devices based on usage, workflow, and maintenance. We provide you with a road map for establishing critical metrics - that way we can continuously monitor, manage and analyze results for on-going improvements.

Our experienced consultants utilize a multi-source approach to build a true picture of your current infrastructure - making it easy for you to clearly see what is needed.

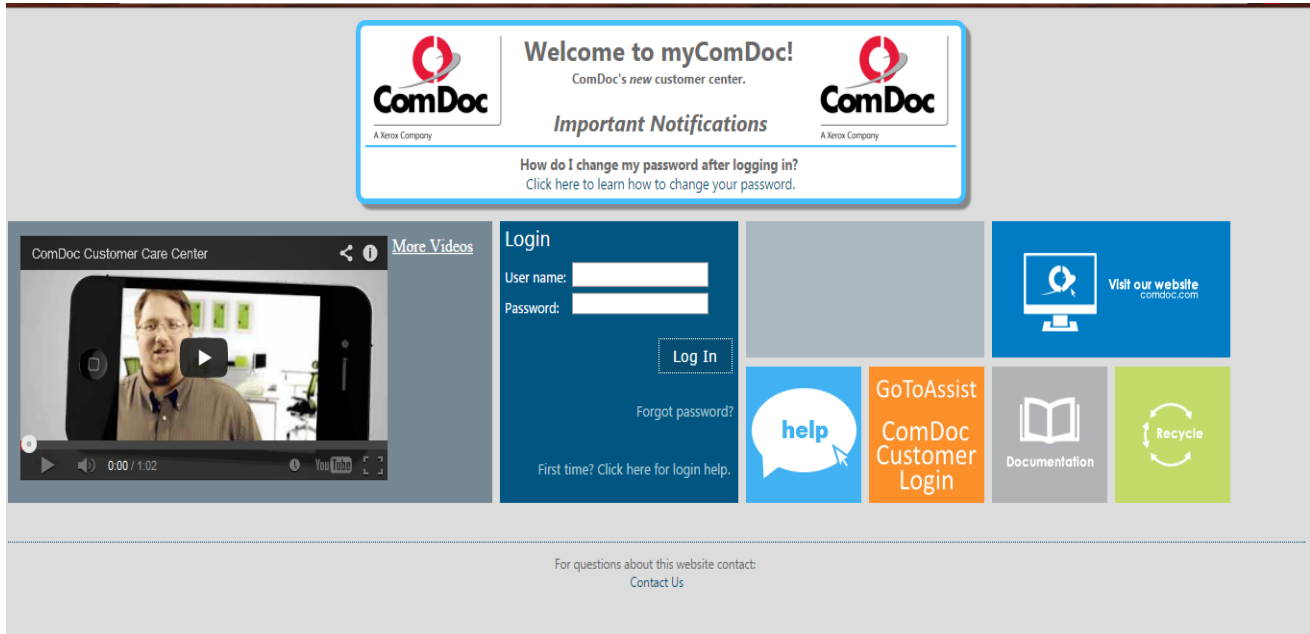


Connect with us online at [comdoc.com](http://comdoc.com)





April 24, 2023



Our online portal is accessible anytime, anywhere. With **MyComDoc** you can order supplies, place service calls, and enter meter reads, all with a click of your mouse.

- Never wait on hold again access is 24/7
- Place service calls and supply orders effectively and efficiently.
- Online confirmations and tracking for supplies through a designated UPS tracking number,
- Initiate an online Go-to-Assist session for remote support access.



Connect with us online at [comdoc.com](http://comdoc.com)







April 24, 2023

# Current Total Cost of Ownership

## Current Agreement:

- Lease Expiration: June 2024
- Monthly Lease Payment: **\$1,247.56**

## Average Monthly Volume per Location:

- **Near West:**
  - B&W = 27,099
  - Color = 7,497
- **TIS:**
  - B&W = 30,960
  - Color = 7,085
- **Lakeshore:**
  - B&W = 19,610
  - Color = 2,954

## Total Average Monthly Volume:

- B&W = 77,669
- Color = 17,536

## Impression Overage Rates:

- B&W = \$0.0026
- Color = \$0.032

## Total Average Monthly Spend:

- Monthly Lease - \$1,247.56
- Total Monthly Overages - \$764.64
- **Total Monthly Spend - \$2,012.20**



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**April 24, 2023**

## Walk-Through Results

Once the walkthroughs of all three schools were complete, the findings that were discovered consisted of consolidating the current fleet of 8 devices down to 6 devices (2 devices per school). Based on our discovery, the below equipment will not only allow you to operate more efficiently, but more effectively as well.

### ***ComDoc Recommendation:***

- Xerox® PrimeLink® C9070 Hybrid (Multifunction/Production) Device**
- Xerox® AltaLink® B8170 Multifunction B&W Device**
- Xerox® AltaLink® C8155 Multifunction Color Device**

#### **PrimeLink C9070 Key Features:**

- Up to 70 ppm color, up to 75 ppm B&W
- Up to 1200 x 2400 DPI
- Single-Pass Duplex Automatic Document Feeder
- Color Touch Screen with Full Customization and Personalization
- Mobile & Cloud Print, Copy, Scan, Fax Capabilities
- Print up to 13" x 26" sized sheets
- Business Ready Booklet Maker with Staple and Hole Punch



#### **AltaLink B8170 & C8155 Key Features:**

- B8170 – up to 70 ppm B&W
- C8155 – up to 55 ppm B&W & Color
- Up to 1200 x 2400 DPI
- Single-Pass Duplex Automatic Document Feeder
- Color Touch Screen with Full Customization and Personalization
- Mobile & Cloud Print, Copy, Scan, Fax Capabilities
- Print up to 11" x 17" sized sheets
- B8170 - Business Ready Office Finisher (Staple & Hole Punch)
- C8155 - Business Ready Booklet Maker with Staple & Hole Punch
- Smart Proximity Sensor



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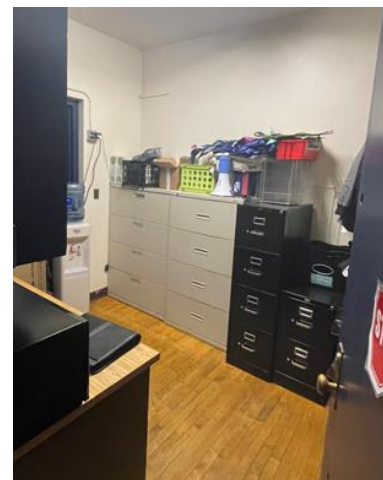
A Xerox Company

April 24, 2023

## Fleet Outlook Overview

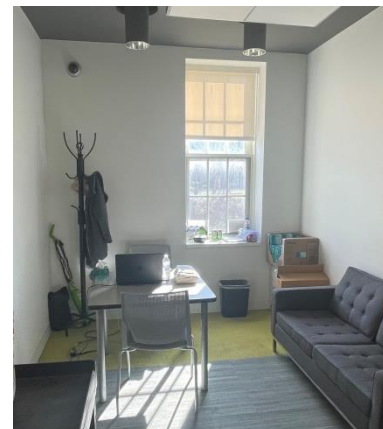
### Near West

- 1<sup>st</sup> Floor Main Office
  - Ricoh 9003 → Xerox PrimeLink C9070
  - Move to cloak room
- 2<sup>nd</sup> Floor Admin Office & Copy Room
  - Ricoh 6004 & Ricoh 9003 → Xerox AltaLink B8170
  - Larger feeder & faster throughput for combined volumes on existing devices



### TIS

- 2<sup>nd</sup> Floor Main Office & Mail Room
  - Ricoh 4504 & Ricoh 9003 → Xerox PrimeLink C9070
  - Faster speed for color volume and combined B&W volume
- 3<sup>rd</sup> Floor
  - Ricoh 9003 → Xerox AltaLink B8170
  - Move to central space near elevator & stairs



### LIS

- 1<sup>st</sup> Floor Main Office
  - Ricoh 6004 → Xerox AltaLink C8155
  - Like for like replacement
- 2<sup>nd</sup> Floor Work Room
  - Ricoh 9003 → Xerox AltaLink B8170
  - Recommendation to place new device away from the windows, heat source & A/C to ensure optimal performance & prevent paper jams

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*April 24, 2023*

## ***Future Investment Summary***

**63 Month Lease: \$2,250**

### ***Program Inclusions & Benefits:***

- (6) NEW Xerox devices to replace outdated Ricoh devices
- Fresh start with new lease directly under The Intergenerational Schools
  - Clean break from current situation
  - Check provided in the amount of \$14,970.72 to pay off and terminate the existing obligation now
- Pickup and return of all existing Ricoh devices
- Continued service, support & supply of all devices
- Delivery, installation, connectivity & on-going training
- Shared volume between all new Xerox copier devices included per month
  - 77,000 B&W impressions per month
    - Quarterly overage rate at \$0.0047
  - 17,500 Color impressions per month
    - Quarterly overage rate at \$0.047
- One singular lease invoice per month
- One singular overage invoice per quarter
- Increased overall print quality
- Right-sized fleet specific to your current and potential future needs
- Increased efficiency & up-time for improved productivity & workflow
- Opportunity for future expansion with PrimeLink technology



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April 24, 2023

## Financial Overview

### Current

- 8 Ricoh Devices
- No included monthly volume
- Average Monthly Volume
  - B&W = 77,669
  - Color = 17,536
- Overage Rates:
  - B&W = \$0.00262
  - Color = \$0.032
- Total Average Monthly Spend
  - \$2,012.20

### Future

- 6 Xerox Devices
- Included monthly volume
  - B&W = 77,000
  - Color = 17,500
- Average Monthly Volume
  - B&W = 77,669
  - Color = 17,536
- Overage Rates:
  - B&W = \$0.0047
  - Color = \$0.047
- Total Average Monthly Spend
  - \$2,250.00



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## FIRST AMENDMENT TO LEASE

This First Amendment (this "*Amendment*") is entered into effective as of the 5<sup>th</sup> day of April, 2023 ("*Effective Date*"), by and between THE INTERGENERATIONAL SCHOOL, an Ohio not for profit corporation ("*Landlord*") and NEIGHBORHOOD PROGRESS, INC., an Ohio not for profit corporation ("*Tenant*").

### RECITALS

A. Landlord and Tenant entered into that certain Lease dated May 20, 2021, (the "*Lease*"), for approximately 1,686.3 rentable square feet in Unit 3-4 (fourth floor) being known as Suite 400W in Phase 3 of the Project (the "*Premises*") as more particularly described in the Lease;

B. Landlord and Tenant desire to extend the Term of the lease as provided for herein.

### AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals. The above recitals are hereby incorporated into this Amendment as if fully set forth herein. As used herein the term "*Lease*" shall mean the Lease as amended by this Amendment.

2. Extension of Term. Commencing on the Effective Date, the Term of the Lease is hereby extended for three (3) years, until 11:59 p.m. on February 29, 2026 ("*Extended Term*"). Tenant shall continue to pay Fixed Rent in the annual amount of Fifteen Thousand Five Hundred Ninety-Eight and 28/100 (\$15,598.28) for the Extended Term, in monthly payments of One Thousand Two Hundred Ninety-Nine and 86/100 Dollars (\$1,299.86).

3. Renewal. Landlord hereby grants to Tenant the right and option to extend the term of the lease for two (2) periods of one (1) year each (each, a "*Renewal Term*"). Notwithstanding anything herein to the contrary, Tenant's right and option as aforesaid shall be conditioned upon: (i) the Lease remaining in full force and effect; (ii) Tenant having exercised its option for the previous Renewal Term, if applicable; and (iii) Landlord's expressed written consent to Tenant's exercise of any renewal option as provided below.

4. Notice of Election to Renew. Tenant shall notify Landlord in writing of its election to extend this Lease for the Renewal Term(s) on or before the date that is 180 days before the expiration of the term then in effect and Landlord shall promptly notify Tenant of whether or not it consents to the renewal. If the lease term expires before such notices from Tenant and Landlord and Tenant continues in possession of the Premises after such expiration the Term will be extended automatically and Tenant shall continue to pay to Landlord the Fixed Rent on a month-to-month basis until: (A) thirty (30) days after Landlord has given such notice, or (B) Tenant surrenders the Premises to Landlord or (C) Tenant exercises its option with consent from the Landlord, in which case the Renewal Term will be deemed to have commenced upon the expiration of the prior Term.

Concurrently with the exercise of the option by Tenant, Tenant will pay Landlord any unpaid balance of the Rent due during the Renewal Term that has accrued as of the date of such notice of extension. If said options are duly exercised the Lease Term shall be automatically extended for the period of the next ensuing option, without the requirement of any further instruments, upon all of the same terms, provisions and conditions set forth in this Lease, including that the Fixed Rent during the Renewal Terms shall be as set forth in Section 4(c) of the Lease.

5. Termination Option. Tenant shall have the right to terminate the Lease as follows: a) the termination date may be on or any time following the last day of the first (1st) year of the Extended Term; and b) Tenant shall exercise the option by providing written notice to Landlord, which notice shall be given at least ninety (90) days prior to the termination date.

6. Broker. Landlord and Tenant each warrant and represent to the other party that it has not dealt with any real estate broker or agent in connection with this Amendment. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Amendment or its negotiation by reason of any act of Tenant. Landlord shall indemnify and hold Tenant harmless from any cost, expense or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Amendment or its negotiation by reason of any act of Landlord.

7. Miscellaneous

7.1 Section headings in this Amendment are for convenience only and will not be read so as to define, limit or modify any of the terms hereof.

7.2 Except as amended by this Amendment, the Lease shall remain in full force and effect.

7.3 In the event of a conflict between the terms or condition contained in this Amendment and the Lease, the terms of this Amendment shall control.

7.4 All capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the Lease.

7.5 This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first written above.

**LANDLORD:**

THE INTERGENERATIONAL SCHOOL,  
an Ohio not for profit corporation

By: Brooke King  
Name: Brooke King  
Its: Executive Director

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Brooke King, the EXECUTIVE DIRECTOR of THE INTERGENERATIONAL SCHOOL, an Ohio not for profit corporation, who acknowledged that he/she did sign the foregoing instrument in such capacity and that the same is his/her free act and deed and the free act and deed of said limited liability company. This is an acknowledgement. No oath or affirmation was given to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at CLEVELAND, OHIO, this 6 day of APRIL, 2023.

Sarah Wiersma  
Notary Public



**SARAH WIERSMA**  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
Recorded in  
Cuyahoga County  
My Comm. Exp. 4/18/2024



TENANT:

NEIGHBORHOOD PROGRESS, INC.,  
an Ohio not for profit corporation

By: *Tania Menesse*  
Name: Tania Menesse  
Its: CEO & President

STATE OF Ohio )  
  ) SS:  
COUNTY OF Cuyahoga )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Tania Menesse, the CEO & President of NEIGHBORHOOD PROGRESS, INC., an Ohio not for profit corporation, who acknowledged that he/she did sign the foregoing instrument in such capacity and that the same is his/her free act and deed and the free act and deed of said limited liability company. This is an acknowledgement. No oath or affirmation was given to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
at Cuyahoga, Ohio, this 26<sup>th</sup> day of April, 2023.

*[Signature]*  
Notary Public





**Date:** 2/03/2023  
**Order Form# :** Q-00760  
**Order Form Expiration Date:** 3/2/2023  
 Please Email All Pages to **billing@itutor.com**

Order Form

**Customer Name:** The Intergenerational School-East  
**Billing Address:** Principal Mario Clopton-Zymler  
 11327 Shaker Boulevard  
 Suite 200E  
 Cleveland, OH 44104  
 US

Two Students-Small Group

Focus on progression from 8th to 9th Grade Level Math.  
 1-hour session daily during regular math class time.  
 Price is based on 65 instructional days-02/13 to 05/26.  
 The educator will tutor to the Algebra 1 material provided by The Intergenerational School-East.

Service	Total Hours	Start Date	End Date	List Price	Discount	Net Price	Net Total
Tutoring (Acceleration/ Remediation) - SG	65.00	2/13/2023	5/26/2023	\$125.00	\$10	\$115.00	\$7,475.00
Implementation	1.00	2/13/2023	5/26/2023	\$724.50		\$747.50	\$747.50
<b>Two Students-Small Group TOTAL:</b>							<b>\$8,222.50</b>

**Terms and Conditions**

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to iTutor Inc. and affiliates. This Order Form and any documents it features (including the Standard Terms and Conditions located at <http://www.itutor.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You accept that any terms and conditions in your purchase order or any other documentation you provide that enhance our obligations or restrictions or contravene the Agreement do not have force and effect.

**Acceptance**



Date: 2/03/2023


Order Form# : Q-00760


Order Form Expiration Date: 3/2/2023

Please Email All Pages to [billing@itutor.com](mailto:billing@itutor.com)

Order Form

This order form will expire on the Order Form Expiration Date noted above unless we earlier rescind or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer referred above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties procedure does not require that I execute this Order Form, I accept, understand and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please email all pages to your sales rep and [orders@itutor.com](mailto:orders@itutor.com).

Customer Signature:   
Name (Printed or Typed): Mario Clopton-Zymler  
Title: Principal  
Date: 2/3/2023

iTutor Signature:   
Name(Printed or Typed): Ysiad Ferreiras  
Title: CEO  
Date: 02/3/2023



**Date:** 2/03/2023

**Order Form# :** Q-00760

**Order Form Expiration Date:** 3/2/2023

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Order Form

## Summary of Services

iTutor will provide the virtual services, outlined on the Order Form, for the number of hours and duration specified. Session delivery will be variable depending on which program is ordered. Program specific deliverables are outlined below.

## ITutor Deliverables

### Core Instruction

#### Credit Recovery

- Credit Recovery entails instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of credit recovery are determined by school personnel and iTutor is responsible for fulfilling those requirements. Attendance and progress reporting are crucial to this program so the school can adequately determine students' course completion status.

#### Homebound

- Homebound support is first-time instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of Homebound Services are determined by school personnel and iTutor is responsible for fulfilling those requirements. Attendance and progress reporting are crucial to this program so the school can adequately determine students' course completion status.

#### Suspension Alternatives

- The iTutor Virtual Suspension Classroom (VSC) provides a safe and supportive virtual solution for short-term suspensions to limit the amount of lost instructional time and help students transition back into the classroom. A VSC will be created for students who are placed on short-term suspension (up to 5 school days) to continue uninterrupted schooling.

#### Whole Class Instruction

- Whole Class Virtual Instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of WCVI are determined by school personnel and iTutor is responsible for fulfilling those requirements. Attendance and progress reporting



Date: 2/03/2023

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## Order Form

are crucial to this program so the school can adequately determine students' course completion status.

## Supplemental Instruction

### Tutoring

- Tutoring is a supplemental service to provide support for students who need extra help, including supplemental instruction or enrichment, delivered during the traditional school day. iTutor recommends schools/districts provide pacing guides, scope and sequence, and/or a syllabus to better support iTutor educators in planning for tutoring services. Students who receive tutoring typically attend recurring sessions over several weeks or months.

### Homework Help

- Homework Help is supplemental support, in which iTutor educators can responsively provide students extra assistance in completing their assignments on a regular basis. Students are not expected to attend every session, but should attend regularly.

### Resource Room

- Resource Room sessions provide mandated academic support for students with disabilities by a certified special educator. Students take ownership of their learning by bringing materials they need support with to these sessions. Educators prepare extra help material, support students' mastery of IEP goals, and collect data.

### State Test Prep

- State Test Prep sessions provide an individualized approach to preparation for state testing based on the needs of the student(s) and the specific test requirements.

## Educator Placement

- Part-time program in which an iTutor Educator serves as the sole provider of content and instruction to a student(s) for a given course. The Educator works in collaboration with various team members within a school and may or may not serve as the teacher of record for the stated course (depending on state).
- Full-time program designed where an iTutor Educator serves as the sole provider of content and instruction to a student(s) of a given course. The Educator works in collaboration with various team members in a school and may or may not serve as the teacher of record for the stated course (depending on state). Educators will follow the corresponding school district's calendar, up to 190 days for a full school year.
- iTutor will recruit, vet, and refer state-certified educator(s) to the district for their review and approval. Approval for each candidate shall take approximately 3-business days to complete.



Date: 2/03/2023

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## Order Form

### Implementation & Staffing

- Additional iTutor support to structure programs schedules, coordinate technology, provision student and admin accounts, support onboarding and tech issues, provide ongoing reporting and recruit, validate and assign educators.

### Service Enhancements

- Content
  - Included per-session when a Customer requests that iTutor provides the content.
  - For custom content and/or creation and collection of asynchronous resource requests that are not included in the iTutor course catalog, thirty (30) day's prep time is required.
- Advanced, Advanced Placement, College Level, IB
  - For sessions delivering advanced instruction.
- Assessments (Pre and Post Testing)
  - Additional pre- or post-testing for sessions.
- Co-Teaching
- Educator Prep Time
- Multilingual Learners (Interpreter or Bilingual Educator)
  - Additional resource for non-English speaking students.
- Students with Disabilities
  - Add-on for sessions that require Students with Disabilities Certified educators.
- Small Group Additional Student
  - Incremental add-on for students above the session size threshold.

### All Programs

- Whole class (WCVI) sessions are designed for up to 30 students per session.
- Small group sessions are designed for up to 10 students per session.
- Students enrolled in 1:1 services must be assigned a minimum of 10 hours per subject with 12-18 or more hours showing the deepest impact academically.
- Specific dates and times will be finalized between iTutor and the Customer no later than ten (10) days prior to the date of delivery for each session.
- iTutor will provide a central point of contact for any implementation updates, changes, or escalations.
- iTutor will provide self-paced orientations for students and staff within five (5) business days prior to the first scheduled session delivery.
- Live support is available upon request for assistance with navigating the iLMS or to resolve certain technology challenges.
- Content & Curriculum subjects will be limited to iTutor's standard course offerings. Customized requests can be made, but may incur additional time and costs. Not all customized requests will be granted.



**Date:** 2/03/2023

**Order Form# :** Q-00760

**Order Form Expiration Date:** 3/2/2023

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## Order Form

### Customer Deliverables

- The Customer will provide a minimum of 10 day's notice of the intended session dates, time, and number of students. Advanced notice of 30 or more days is preferred.
- For Group Services, the Customer will submit a roster of students detailing the subjects/cohorts each student will be enrolled in, using a template provided by iTutor, at least 10 business days prior to the start of services.
- For 1:1 Services Customer will enroll students submit class assignments via their iLMS admin account
- The Customer will provide points of contact for each program purchased who will be the central point of contact for any implementation updates, changes, or escalations.
- Each student will need the following supplies for iTutor sessions: computer, internet connectivity, speaker/microphone (headset with microphone recommended), notebook, and writing utensils.
- The Customer will provide any additional supplemental course/instructional materials or access to Customer technology platforms (e.g. Google Classrooms, LMS) at least ten (10) days prior to delivery.
- During the first class sessions, if students are attending classes on a school site, Customer IT staff will be on-call to help address any technical issues.
- In the event that a student has specific IEP goals or a 504 plan, the program/site will convey all related information, documentation, and mandates through secure channels to iTutor within 10 business days prior to delivery.

### Reporting, Utilization, and Scheduling

- iTutor will document and submit attendance reports weekly to the Customer's designated point of contact.
- iTutor will provide monthly session usage reports to the Customer's designated point of contact. Usage reports will detail usage of hours/sessions purchased and remaining.
- Cancellation, Utilization & Expiration will adhere to the policies listed in the Standard Terms & Conditions.
- Requests to change session schedules should be made at least 24 hours in advance. iTutor will work to honor schedule changes but cannot guarantee that all requests will be fulfilled.

### iTutor Educator Expectations

- iTutor Educators are highly qualified/certified to deliver instruction relevant to the services purchased.
- iTutor Educators will provide a professional learning environment at all times.
- Every session is recorded. Only enrolled students and iTutor employees can access classroom recordings. Recordings are available within twenty-four (24) hours of session completion.
- iTutor will abide by the iTutor Privacy Policy.





**Date:** 2/03/2023

**Order Form# :** Q-00760

**Order Form Expiration Date:** 3/2/2023

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## Order Form

- iTutor is fully accredited by Cognia as a digital learning institute, with the authority to award academic credit, be the teacher of record, and deliver whole course instruction in partnership with a local school district.
- In the event a student with an IEP/504 plan is enrolled, the iTutor Educator will progress monitor IEP goals and attend IEP/CSE meetings as needed.

## Customer Expectations

- For whole class instruction, the Customer will provide a classroom facilitator (if students are onsite) and/or teacher of record who will be responsible for managing the classroom environment and granting credit.
- Students have the appropriate computer technology and internet services to access iTutor. Chromebooks and PCs are best, while iPads are not encouraged.
- The Customer will be responsible for any and all recognition and motivational activities to drive student engagement.
- The Customer will ensure that students utilize the virtual orientation content and escalate any questions of tech concerns prior to their first classes whenever possible
- Any and all supplies will be purchased and distributed by the Customer as needed.

## iTutor Support

- iTutor Technology and Customer Support will be available Monday-Friday, from 7 am ET to 8 pm ET by calling 1-888-817-5980 or support@itutor.com.

# Coversheet

## Benefit Coverage Date

**Section:** IV. Consent Agenda  
**Item:** D. Benefit Coverage Date  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Benefit Coverage Termination for Non-Returning Employees.pdf

04/21/23

## BENEFITS & INSURANCE – CLARIFICATION OF COVERAGE START AND END DATES

Intergenerational Schools provide a benefits package to all eligible Intergenerational Schools employees. Any employee who regularly works at least 30 hours a week is eligible for the full benefits package offered by the schools which generally includes health, dental, vision, disability, and life insurance. The specific policies in the package are renegotiated each year and may change depending on cost, enrollment, need or other factors. Please see the Intergenerational Schools Description of Benefits packet for up-to-date information. A copy of the current plan is available on Sharepoint or may be requested from HR.

### COMMENCEMENT OF COVERAGE

Employer paid benefits (which may include disability and basic life insurance) for eligible employees start on the 1<sup>st</sup> day of the first full month after starting work. For example, if an eligible employee's first work day is August 15<sup>th</sup>, employer paid benefit coverage will be effective September 1<sup>st</sup>. These benefits are provided at no cost to the employee.

In addition, eligible employees will have the OPTION to enroll in any offered health, dental, vision and supplemental life insurance benefit plans ONLY during the new employee enrollment period and any subsequent open enrollment period or in the event of a qualifying event. The premium costs of the elected benefits will be shared by the employer and the employee in accordance with the then current benefit package. The current cost of each these benefits to the eligible employee and further details of the terms and conditions can be found in the current benefits summary.

Similar to employer paid benefits, coverage for eligible employees who enroll in health, dental, vision will begin on the 1<sup>st</sup> day of the first full month after starting work. Supplemental life coverage may be subject to additional conditions from the provider. Furthermore, the employee's cost of any enrolled benefits will be deducted beginning with the first pay after coverage begins.

### TERMINATION OF BENEFITS

Generally, benefit coverage for all eligible employees terminates on the last day of the last month worked. The employee's share of any premiums (or any unpaid balance) for the full month in which termination occurs will be deducted from the employee's final pay.

**Returning Employees Who Do Not Work Year-Round** - Coverage for 207 day, 11-month and 10-month eligible employees who are returning for the following school year will continue uninterrupted through the summer months when the eligible employee is not required to report to work and appropriate deductions for the employee's share of premiums will continue to be deducted from employee's pay.

**Non-returning Employees Who Do Not Work Year-Round** - To determine the last day worked for purposes of termination of benefit coverage for 207-day, 11-month and 10-month employees who have fulfilled their current contract but are not returning (whether voluntary or involuntary) for the next school year, see below. Please note this will not impact the calculation or payment of any accrued annual salary (i.e., stretch pay) due after the benefit termination date.

For purpose of determining the last day of coverage, the last work day for 207-day, 11 month and 10-month employees who are not returning for the next school year will be the last day of the then current fiscal year or June 30 and all benefit coverage will terminate on June 30. In addition, in the event a 207-day, 11-month or 10-month employee enters into a contract for the next school year but resigns or is otherwise unable to fulfill the contract before the start of that school year, benefits will terminate at the end of the month in which such resignation or termination occurs and the employee will be responsible for both the employer and employee share of any premiums for such benefits from July 1 to the date of termination of coverage. This amount will be deducted from any remaining pays.

# Coversheet

## Personnel Actions for all schools

**Section:** IV. Consent Agenda  
**Item:** E. Personnel Actions for all schools  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Personnel Actions.pdf

**TIS Personnel Actions**

**Modified Letter of Hire**

- a. **Harper Jones**, Assistant Teacher, effective April 24, 2023, moving from full-time teacher to assistant teacher, at new rate of \$23.22/hour for an anticipated 30 hours per week for the remainder of the 2022-2023 school year. The hourly rate is based on a revised annual salary of \$34,000.00. This is a budgeted expense to be paid from General Funds or other monies obtained.

**Stipends and Supplemental Pay Agreements**

- a. **Allan Wilmon**, one-time stipend of \$1500.00 for 7th grade supplemental math teaching work, for the remainder of the school year. This expense is not budgeted and to be paid from the General Fund or other monies obtained.
- b. **Clifford Carson**, stipend at the rate of \$30.00 per hour for work as an Applying Stage Math tutor, for the remainder of the school year not to exceed \$1,700.00. This expense is not budgeted and to be paid from the ESSER or other monies obtained.
- c. **Flora Bourdeau**, one-time stipend of \$1500.00 for 8th grade supplemental math teaching work for the remainder of the school year. This expense is not budgeted and to be paid from the General Fund or other monies obtained.

Substitute Staff Payout for Second Trimester

TIS

Name	Total
Anglen	\$476.67
Bourdeau	\$50.00
Crook	\$29.33
Willmon	\$113.33
Wright	\$13.33
Tate	\$380.00

Total **\$1,062.66**

**Resignations**

- a. **Allan Slawson**, Applying Stage Math Teacher, effective February 17, 2023.

**LIS Personnel Actions:**

**New Staff Letters of Hire**

- a. **Virginia “Ginny” Schemrich**, Interim Assistant Principal, effective March 14, 2023 to June 23, 2023, at an annual salary of \$65,000 prorated to \$19,904.31 for the remainder of the 2022-2023 school year. This is a budgeted expense to be paid from General Funds or other monies obtained.
- b. **Amanda Saayfan**, Primary Stage Teacher, for the 2023-2024 school year, at an annual salary of \$44,000. This is a budgeted expense to be paid from Schoolwide Funds or other monies obtained.

**Rehired Staff Letter of Hire**

- a. **Kayli Cheeks**, Primary Stage Teacher, re-hired effective April 4, 2023 to June 30, 2023, at an annual salary of \$41,000.00 prorated to \$8,737.70 for the remainder of the 2022-2023 school year. This is a budgeted expense to be paid from Schoolwide Funds or other monies obtained.

**Stipends and Supplemental Pay Agreements**

- a. **Dakota Bell**, Stipend for reimbursement of milage and time for driving student to and from school at a rate of \$.65 per mile plus \$17.94 per hour of travel not to exceed \$500 for the remainder of the 2022-2023 school year. This expense is not budgeted and to be paid from General Funds or other monies obtained.

Staff Substitute Payout for Second Trimester

LIS

Name	Total
Cofield	\$20.00
Crenshaw	\$60.00
Florence	\$40.00
Gascoigne	\$20.00
Lawal	\$40.00
Martin	\$100.00
Talbot-Sheer	\$60.00
Waters	\$136.67

**Resignations and Terminations**

- a. **Abdul Shariff**, Specials Teacher - Art, effective March 31, 2023.
- b. **Patrick Martin**, Developing Stage Teacher, effective February 28, 2023.
- c. **Sir Joshua Helling-Ghrey**, Primary Stage Teacher, effective March 30, 2023.
- d. **Kayli Cheeks**, Primary Stage Teacher, effective February 22, 2023. (Rehired above)

**Total**      **\$476.67**



**NWIS Personnel Actions:**

**Stipends, Supplemental Pay Agreements, Reimbursements and Waivers**

**a. Staff Substitute Payout for the Second Trimester**

NWIS

Name	Total
Bojko	\$190.00
Fucile	\$65.00
Hopkins	\$15.00
Macey	\$750.00
McGregor	\$16.67
Millard	\$85.00
O'Melia	\$810.00
O'Donnell	\$670.00
Onda	\$15.00
Szilagyi	\$45.00

**Total**                      **\$2,661.67**

# Coversheet

## CMUSD Sponsor Contract Modification Updates

**Section:** IV. Consent Agenda  
**Item:** F. CMUSD Sponsor Contract Modification Updates  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** NWIS.pdf  
LIS.pdf

**Modification No. 1  
To Amended and Restated Ohio Community School Contract  
BY and BETWEEN the Board of Education of the Cleveland Municipal School District  
and  
Near West Intergenerational School**

**WHEREAS**, CMSD and the Governing Authority previously entered into a Community School Contract (“Contract”) effective from July 1, 2019 through June 30, 2024; and

**WHEREAS**, CMSD and the Governing Authority previously approved a modified Sponsorship contract, also referred to as the Amended and Restated Ohio Community School Contract; and

**WHEREAS**, CMSD and the Governing Authority agree to the following modifications;

**NOW THEREFORE**, the parties modify the Contract as follows:

- In Section B. subsection 3, insert “5502.703,” after “5502.262”
- In Section B. subsection 3, insert “3321.191,” between “3313.815,” and “3327.016,” in the last sentence.
- Attachment 1. Replace Attachment 1 with Exhibit K.
- Attachment 4. Replace Attachment 4 with Exhibit R.

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT, AS THE SAME HAVE BEEN AMENDED, SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.

**Cleveland Municipal School District**

**Near West Intergenerational School**

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Its: Chief Executive Officer

Its: Board Chair

*with full authority to execute this Modification*

*with full authority to execute this Modification*

Date: 4/5/2023

Date: \_\_\_\_\_

**Modification No. 1  
To Amended and Restated Ohio Community School Contract  
BY and BETWEEN the Board of Education of the Cleveland Municipal School District  
and  
Lakeshore Intergenerational School**

**WHEREAS**, CMSD and the Governing Authority previously entered into a Community School Contract (“Contract”) effective from July 1, 2020 through June 30, 2025; and

**WHEREAS**, CMSD and the Governing Authority previously approved a modified Sponsorship contract, also referred to as the Amended and Restated Ohio Community School Contract; and

**WHEREAS**, CMSD and the Governing Authority agree to the following modifications;

**NOW THEREFORE**, the parties modify the Contract as follows:

- In Section B. subsection 3, insert “5502.703,” after “5502.262”
- In Section B. subsection 3, insert “3321.191,” between “3313.815,” and “3327.016,” in the last sentence.
- Attachment 1. Replace Attachment 1 with Exhibit J.
- Attachment 4. Replace Attachment 4 with Exhibit R.

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT, AS THE SAME HAVE BEEN AMENDED, SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.

**Cleveland Municipal School District**

**Lakeshore Intergenerational School**

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Its: Chief Executive Officer

Its: Board Chair

*with full authority to execute this Modification*

*with full authority to execute this Modification*

Date: 4/5/2023

Date: \_\_\_\_\_

# Coversheet

## CMSD Sponsor Requirement: Update Comprehensive Plan

**Section:** IV. Consent Agenda  
**Item:** G. CMSD Sponsor Requirement: Update Comprehensive Plan  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Comprehensive Plan (Part 3)(EG28A)(NearWestIntergSchool).pdf  
Comprehensive Plan (Part 4)(MG28A)(LakeshIntergSchool).pdf  
Comprehensive Plan (Part 3)(MG28A)(LakeshIntergSchool).pdf  
Comprehensive Plan (Part 1)(MG28A)(LakeshIntergSchool) (1).pdf  
Comprehensive Plan (Part 2)(MG28A)(LakeshIntergSchool).pdf



**School Leadership and Management IRN: 0212030**

Effectively staffing our school is of critical importance to our students achieving excellent outcomes. Efficiently managing the day to day needs of the school while ensuring student safety, fiscal responsibility, compliance management, and the overall health and well-being of our students is led by our School Leadership Team with strong support from our Model Leadership.

We have created a smaller “Intergenerational Schools Network” consisting of the three schools who work collaboratively and cooperatively and each has its own agreement with our supporting organization, Intergenerational Cleveland. Intergenerational Cleveland is made up of a Board whose majority consists of school board representatives from each of the three Intergenerational schools.

**Model Leadership**

The Model Leadership structure has recently changed due to the departure at the end of the 22/23 school year of Molly Toussant, Director of Education. Brooke King, the Executive Director in conjunction with Educational Advisory Council (EAC) restructured the schools' educational design. Due to this restructure, the Principals now report directly to the Executive Director. The EAC decided that the model would contract Educational Coaches that would help drive the educational model throughout all three schools to ensure uniformity in instruction.

**School Leadership**

April Maimone is the Principal of Near West Intergenerational School and reports to the Executive Director for the Intergenerational Schools. Ms. Maimone has a teaching background and has experience working in charter schools, most recently Step Stone Academy.

Emma Monaghan is the current Assistant Principal. She recently finished her Master's Degree in Educational Leadership and brings with her multiple years of teaching at the Intergenerational Schools.

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[www.intergenerationschools.org](http://www.intergenerationschools.org)

**Lakeshore  
Intergenerational School**  
10825 Marcella Road  
Cleveland, Ohio 44119  
216.586.3827

**Near West  
Intergenerational School**  
3805 Terrett Avenue  
Cleveland, Ohio 44113  
216.961.4308

**The Intergenerational  
School - East**  
11327 Shaker Blvd. Suite 200E  
Cleveland, Ohio 44104  
216.721.0120

**Friends of the  
Intergenerational Schools**  
PO Box 200520  
Cleveland, Ohio 44120  
216.800.5181



### **Model Leadership**

During the separation process from the Charter Management Organization, the School Boards contemplated the long-standing dual-leadership structure of an Executive Director and Chief Educator both reporting to the Boards before the creation of the CMO, then reporting to the CEO of the CMO as “Model Operations Leader” and “Model Education Leader.” While creating the new organizational design, some felt that the organization would benefit from a more traditional CEO/one-leader model. A plan was developed to assess the structure and the leaders, from June through December of 2017, to make a determination by the beginning of 2018. In February, the Boards decided to eliminate the dual-leadership structure, the Chief Educator resigned, and they charged the Executive Director (Brooke King-biography attached) with complete responsibility. A new Director of Education position was created, reporting to the Executive Director. The highly regarded Principal of Near West Intergenerational School, Molly Toussant (biography attached), emerged as a leading candidate, and was ultimately selected to move into that role as the educational leader for all three Intergenerational Schools. (Organizational Chart and Job Descriptions attached)

### **School Leadership**

Shawn Hallowell is the current Principal of Lakeshore Intergenerational School and reports to the Director of Education for the Intergenerational Schools. Mr. Hallowell taught our Applying Stage students at The Intergenerational School for three years before becoming the Assistant Principal for the school. Mr. Hallowell then spent a year at Lakeshore as the Community Relations Coordinator while finishing his Master’s in Education with Principal’s License. He then transferred to our Near West school to be the Assistant Principal. When the opportunity arose to replace our retiring principal at Lakeshore, Mr. Hallowell quickly applied.

Three years ago, LIS grew to a point that required the addition of a full time Assistant Principal. Kristen Miracle was selected to move from a teaching position to an administrative role. Ms. Miracle also taught at The Intergenerational School, in the Applying Stage (formerly Senior Cluster). She was one of the founding teachers who came over to open LIS.

Rachel Hanni has been the Operations Director since 2015. She is also a former teacher who understands what is needed to support the educators and families in the building. Recently she took on the Human Resources Director role for the network.

**The Intergenerational School**  
11327 Shaker Blvd., Ste 200E  
Cleveland, Ohio 44104  
216.721.0120 | TISonline.org

**Near West Intergenerational School**  
3805 Terrett Avenue  
Cleveland, Ohio 44113  
216.961.4308 | NearWestSchool.org

**Lakeshore Intergenerational School**  
18025 Marcella Road  
Cleveland, Ohio 44119  
216.586.3872 | LakeshoreSchool.org



**CODE OF REGULATIONS OF THE INTERGENERATIONAL SCHOOLS  
THE INTERGENERATIONAL SCHOOL  
NEAR WEST INTERGENERATIONAL SCHOOL  
LAKESHORE INTERGENERATIONAL SCHOOL**

**(Amended and Restated October 30, 2019)**

**ARTICLE I – IDENTIFICATION**

1.01 **Name.** The name of this corporation shall be known officially as The Intergenerational Schools (The Intergenerational School, Near West Intergenerational School, Lakeshore Intergenerational School) (the "Corporation").

**ARTICLE II – PURPOSES AND POWERS**

2.01 **Purpose.** The Corporation is organized exclusively for charitable and educational purposes as a public benefit corporation to operate as a public school within the State of Ohio. The Corporation has the purpose and powers stated in its Articles of Incorporation (the "Articles") and whatever powers are or may be granted by Chapter 1702 of the Ohio Revised Code ("ORC") or any successor legislation.

2.02 **Powers.** The Corporation is empowered to exercise all rights and power conferred by the laws of the State of Ohio upon non-profit charitable corporations, including, but without limitation, to receive gifts, devises, bequests and contributions in any form, and to use, apply, invest and reinvest the principal and/or income there from or distribute the same for the above purposes.

**ARTICLE III – OFFICES AND STATUTORY AGENT**

3.01 **Principal Offices.** The principal office of the Corporation shall be located and maintained in Cuyahoga County, Ohio.

3.02 **Branch Offices.** The Corporation may have such other offices, either within or without the County of Cuyahoga, State of Ohio, as may be deemed necessary.

3.03 **Statutory Agent.** The statutory agent for the Corporation is Brooke King, whose address is 3805 Terrett Avenue, Cleveland, Ohio 44113.

**ARTICLE IV – GOVERNING AUTHORITY**

4.01 **General Authority and Powers of the Governing Authority.** The Corporation shall be governed, and all authority of the Corporation shall be exercised by a board of directors (the "Governing Authority") in accordance with all applicable laws and regulations. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles of Incorporation, this Code of Regulations and any other applicable laws or regulations, the Governing Authority shall do and perform every act and thing

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whatsoever it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation. Without limiting the foregoing, the Governing Authority shall have all powers to act on behalf of the Corporation including the power to (a) appoint and remove Directors (as defined below); (b) appoint and remove Officers (as defined in Section 7.01) and (c) amend these Regulations.

4.02 Number. The Governing Authority shall be comprised of at least five (5) and no more than eleven (11) individuals (each a "Director" and collectively the "Directors"), or such greater number as may be subsequently determined by the Governing Authority. Each Director shall be qualified and elected in accordance with this Code of Regulations.

4.03 Qualifications of Directors. The Directors shall be, in their capacity as Directors, the Governing Authority of a public community school in Ohio upon the signing of a charter contract with a sponsor. As such, the Directors shall have a strong interest in the welfare of the Corporation and in education. Each Director shall (i) be willing and able to attend all meetings, both regular and special, (ii) be willing to serve as an Officer, (iii) accept special assignments and serve on advisory councils, including but not limited to serving as a director on the Board of Directors of Intergenerational Cleveland, an Ohio non-profit corporation ("IGC") and (iv) meet any other orientation, educational, statutory or sponsor requirements. Without limiting the foregoing, all Directors will be required, at such times and in such intervals as requested by the Corporation or its sponsor, to undergo periodic criminal background checks, attend all training sessions prescribed by Ohio law or requested by the Corporation or its sponsor and submit conflict of interest disclosure forms in accordance with Article IX of this Code of Regulations. Each new Director will receive a copy of this Code of Regulations and, from time to time, any additional materials deemed necessary to assist Directors in understanding their responsibilities, including but not limited to Director expectations, and the operations of the Corporation.

4.04 Term. Each Director will serve a three-year term, which expires on June 30<sup>th</sup> of the third year following their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until such Director's successor is elected or until such Director's earlier resignation, removal from office, or death.

4.05 Election of Directors. Candidates for Director shall be nominated by the Governing Authority, or a committee thereof, and elected by the Directors in accordance with the decision-making process in Section 5.03.

4.06. Resignations or Removal of Directors. Any Director may resign at any time by tendering a written resignation to the Governing Authority. The resignation shall be effective upon receipt of the resignation by an officer of the Governing Authority or, if later, upon the date specified by the director in the resignation. A Director may be removed at any time, with or without cause, by the Governing Authority. Any Director who is absent from three successive regularly scheduled meetings of the Governing Authority as provided in Section 5.01 of this Code of Regulations shall be deemed to have resigned due to non-participation, and such Director's position shall be deemed vacant, unless the Governing Authority affirmatively votes to retain that Director as a member of the Governing Authority. **[SEE QUESTIONS BELOW]**

4.07. Vacancies. When a vacancy occurs, the Governing Authority may elect a person to fill the vacancy for the unexpired term of the departing Director in accordance with this Code of Regulations.

4.08. 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 Governing Authority. Honorary Directors are elected for life, are not voting members of the Board, do not count toward a quorum and are permitted but not required to attend meetings. The title of an Honorary Director may be revoked at any time, with or without cause, by the Governing Authority.

4.09. Designation of Representative to IGC. The Governing Authority shall designate a representative to serve as a member of the Board of Directors of IGC (the "IGC Representative") to represent the interests of this Corporation. The IGC Representative may or may not be a Director of this Corporation and shall serve at the pleasure of the Governing Authority.

#### **ARTICLE V - MEETINGS OF THE GOVERNING AUTHORITY**

5.01 Meetings. The regularly scheduled meetings of the Governing Authority shall be held at such time, date and place as a majority of the Directors may determine and special meetings may be called at any time by the Chair or by any two (2) Directors. schools long as the Corporation operates an Ohio Community School, meetings of the Governing Authority relating in any way to the business or operation of the school must be open to the public and publicized or advertised as required by law and with such frequency as needed to conduct the affairs of the Corporations.

5.02 Notice and Waiver. Unless waived, notice of each regular meeting of the Governing Authority shall be given to each Director as directed by the Secretary not more than sixty (60) days or less than three (3) days before any such meeting. Notice of the time, place and purpose 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 corporate notice for that meeting.

5.02 Quorum. The presence of a simple majority of the total number of Directors entitled to vote shall constitute a quorum for the transaction of business at all meetings of the Governing Authority. The Governing Authority shall not make any decisions at any meeting at which a quorum is not present.

5.03 Voting. All motions shall require for adoption a majority vote of the Directors present and voting, except as provided by statute, this Code of Regulations, or parliamentary authority. Upon the demand of any Director, the vote shall be recorded by roll call. Unless a specified number of affirmative votes are required, an abstention shall be recorded and deemed to consent to the outcome of the voting. In situations in which a tie vote occurs and abstentions have been cast, the motion shall fail for lack of a majority. All actions requiring a vote can be conducted by voice vote or show of hands, unless a roll-call vote is requested or required. A Director must be physically present at the meeting to vote. Each vote and abstention shall be recorded. Proxy voting is prohibited.

#### **ARTICLE 6 - COMMITTEES AND ADVISORY COUNCILS**

6.01. Director Committees. The Directors may, by resolution of a majority of the Directors then in office, provided that a quorum is present, create and appoint Directors to one or more committees (“Director Committees”) as may be deemed appropriate. Only Directors may serve on any Director Committee, provided, however, any such committee to which any authority of the Directors or Governing Authority is delegated shall never consist of a majority of the Directors. Simple majority of the members of any Director Committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting of a Director Committee at which a quorum is present shall be the act of the such Director Committee. In every instance, however, the final action on any recommended school policy by a Board Committee will require a vote by the Governing Authority. Furthermore, no Director Committee shall meet to discuss school business without proper notice to the public of a regular or special meeting and, only votes of the Governing Authority shall be valid and binding. The Governing Authority may, at any time, revoke or modify any or all of the authority delegated to a Director Committee. **[THE EXECUTIVE COMMITTEE WOULD BE IN VIOLATION OF THIS PROVISION FOR ANY GOVERNING AUTHORITY THAT CONSISTS ON ONLY 5 DIRECTORS AS IT WOULD CONSTITUTE A MAJORITY OF THE DIRECTORS]**

6.02 Advisory Councils. The Governing Authority and/or the Directors may, at its discretion consider recommendations of associations, supporting organizations or advisory councils, which are not part of the Governing Authority. The Governing Authority may, at any time, revoke or modify any or all of the responsibilities assigned to an advisory council **[ARE ANY OTHER PARAMETERS NEEDED OR DESIRED?]**

#### ARTICLE 7 - OFFICERS

7.01. Titles. The officers of the Corporation shall be a chair of the Governing Authority (the “Chair”), a chief executive officer who shall be called the executive director (the “Executive Director”), a secretary (the “Secretary”), a treasurer (the “Treasurer”), any number of vice-chairs (each a “Vice-Chair”) and such other officers (including assistant officers) as the Governing Authority may deem advisable (collectively, the “Officers”). All Officers shall be Directors, except the Executive Director and the Treasurer, **who may or may not be Directors**. The same individual may hold any number of offices, except that neither the Secretary nor the Treasurer may serve concurrently as either the Executive Director or the Chair.

7.02. Election and Term. The Executive Director shall serve in such office for as long as such individual is employed by the Corporation as the Executive Director. The other officers of the Corporation shall be elected by the Directors at any time for a two-year term and shall serve at the pleasure of the Governing Authority.

7.03. Vacancies. When an Officer vacancy occurs, the Governing Authority may elect another Director to fill the vacancy for the unexpired term of such office by a majority of the Directors then in office .

7.04. Resignation. Any Officer may resign from the position at any time by tendering a written notice of resignation to the Governing Authority or the Chair, the Executive Director or the Secretary. The resignation shall be effective upon receipt of notice or, if later, upon the date specified by the Officer in the resignation. Any resignation shall be without prejudice to the rights, if any of the Corporation under any contract to which the Officer is a party.

7.05. Removal. An Officer may be removed at any time, with or without cause, by the Governing Authority at a meeting of the Governing Authority called for such purpose. If applicable, such removal will be without prejudice to any rights of an Officer under any contract or employment.

7.06. Authority. Except as otherwise provided in this Code of Regulations, the Officers shall have such authority and shall perform such duties as are customarily incident to their respective offices, or as may be specified from time to time by the Governing Authority, regardless of whether such authority and duties are customarily incident to such office.

7.07. Chair. The Chair shall preside at all meetings of the Governing Authority, if present, and shall exercise and perform such other powers and duties as the Governing Authority or this Code of Regulations may prescribe. The Chair shall coordinate the activities directed by the Governing Authority and shall oversee the actions of the Corporation, subject to the policies and goals established by the Governing Authority.

7.08. Vice-Chair. The Vice-Chair shall have such powers and perform such duties as the Governing Authority, or this Code of Regulations may prescribe. In the absence of the Chair, a Vice-Chair selected by the Directors shall preside at all meetings of the Governing Authority.

7.09. Executive Director. The Executive Director shall be the general manager and chief executive officer of the Corporation and shall be responsible for the day-to-day management of the Corporation's activities and affairs. The Executive Director shall have such other powers and duties as the Governing Authority, or this Code of Regulations may prescribe.

7.10. Secretary. The Secretary shall supervise the maintenance of the Corporation's Article of Incorporation, this Code of Regulations, minutes and records of the proceedings of the Governing Authority and its committees, and the giving of notices as may be proper or necessary. Without limiting the foregoing, the Secretary shall approve and certify all minutes of meetings of the Governing Authority have such other powers and duties as the Governing Authority, or this Code of Regulations may prescribe.

7.11. Treasurer. The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school as defined in Chapter 3314 of the Ohio Revised Code, the office of Treasurer shall be held by the Corporation's appointed designated fiscal officer, who shall not be a member of the Board of Directors. The Corporation's designated fiscal officer shall hold such licenses and receive such training as required by Ohio law. The Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Governing Authority. Upon the expiration of his/her appointment, the designated fiscal officer shall turn over to the Governing Authority all property, books, papers, and money of the Corporation in his/her hands.

7.12. Executive Committee. The Chair, a Vice Chair and Secretary shall serve as the executive committee of the Corporation (collectively, the "Executive Committee"). The Executive Committee will meet with such frequency as it may determine. The Executive Committee may invite any Director, Officer, employee, outside advisor or other individual who is not a member of the Executive Committee to attend its meetings or meet with its members, but such persons will not have voting power and will not be held out as members of the Executive Committee. All activities of the Executive Committee shall be reported at the next succeeding meeting of the Governing Authority and no action of the Executive Committee shall be considered an act of the Governing Authority unless and until ratified by the Governing Authority in accordance with this Code of Regulations

**ARTICLE VIII – INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

8.01 Indemnification. Except as otherwise provided in this Article VIII, the Corporation shall, to the fullest extent permitted by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation may indemnify any other person as deemed proper by the Governing Authority, against any and all costs and expenses (including reasonable attorney fees, judgements, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or at any time having been a Director, Officer, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, trustee, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise. Any Director who is a party to or threatened with any such action, suit, or proceeding, in a capacity other than a Director, shall not be qualified to vote and the remaining Directors shall thereupon determine, by a majority vote, whether indemnification is proper. Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Governing Authority, and indemnification of such person shall be authorized by the Governing Authority only if it is determined by the Governing Authority that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by the Governing Authority or by written opinion of legal counsel designated by the Governing Authority for such purpose that indemnification is contrary to applicable law.

8.02 Review. Each request by or on behalf of any person who is or may be entitled to indemnification shall be reviewed by the Governing Authority, and indemnification of such person shall be authorized only if it is determined by the Governing Authority that indemnification is proper and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by the Governing Authority or by written opinion of legal counsel designated by the Governing Authority for such purpose, that indemnification is contrary to applicable law.

8.03 Insurance. As authorized by the Governing Authority, the Corporation may purchase and maintain insurance against liability on behalf of any such person described above to the full extent permitted by applicable law then in effect.

**ARTICLE IX – CONFLICT OF INTEREST AND COMPENSATION**

9.01 Conflict of Interest. : The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer or other interested person.

**[SEE EXISTING CODE OF REGULATIONS PROVISIONS]**

9.02 Compensation and Expenses. Directors shall not receive compensation for their services to the Corporation. Reasonable expenses of a Director incurred in the performance of his/her duties as a Director and expenses of a Director-elect in training and orientation will be paid by the Corporation provided that each such Director or Director-elect submits a written statement of his/her expenses for the approval by the Governing Authority at its next regular meeting. Under no circumstances, however, will Directors be reimbursed for the purchase of alcoholic beverages.

**ARTICLE X – BOOKS AND RECORDS**

10.01 Books and Records. The Corporation shall keep correct and complete books, records and minutes of the Governing Authority's meetings and, so long as required by Ohio or other applicable law, during the time when the Corporation is functioning as a public school, such books and records shall be public records.

10.02 Names and Addresses. The Secretary of the Corporation shall keep an accurate list of the names and addresses of the Directors.

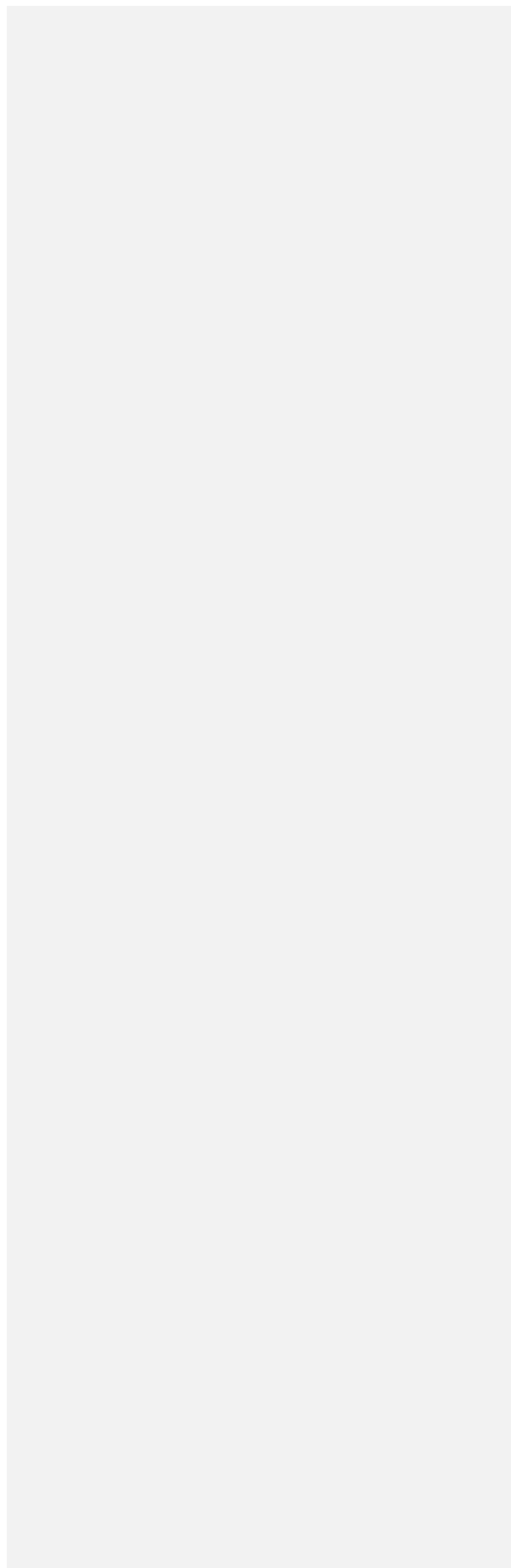
**ARTICLE XI – AMENDMENTS**

11.01 The Articles of Incorporation and the Code of Regulations shall be adopted and amended by a majority of all of the members of the Governing Authority.

**ARTICLE XII – DISSOLUTION**

12.01 The Corporation may be dissolved upon a majority vote of the Directors, provided that upon dissolution the Corporation, after paying or making provision for payment of all of the liabilities of the Corporation, must distribute its assets to another public benefit corporation, the United States, a state or any political subdivision of a state or a person that is recognized as exempt from federal income taxation under Section 501(c) (3) of the Internal Revenue Code.





## **POLICY: Financial Management**

**Organization:** The Intergenerational School, Near West Intergenerational School, and Lakeshore Intergenerational School (hereinafter “School”)

**Approval Date:** All polices approved in July, 2017 unless otherwise noted

### **Table of Contents**

<b>SECTION</b>
Section 501 – Federal Funds
Section 503 – Borrowing
Section 504 – Bad Checks
Section 505 – Student Fees, Fines, and Charges from Family Handbook
Section 506 – Waiver of School Fees from Family Handbook
Section 507 – Financial Planning
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Section 522 – Fixed/Capital Asset Policy
Section 523 – Student Activity Fund/ Parent Group Fund
Section 524 – Disaster Recovery Plan (Computer System)
Section 528 – Audit/Finance Committee
Section 529 – Solicitation of Funds

### **SECTION 501 - FEDERAL FUNDS**

It is the objective of the Boards of Directors to provide equal educational opportunities for all students within the Schools. Therefore, it is the intent of the Boards to study Federal legislation to enhance the educational opportunities, the educational environment, and the physical and mental growth for each student.

The Executive Director shall review new Federal education legislation and prepare proposals for programs s/he deems would be of aid to the students of this School. The Executive Director shall approve each such proposal prior to its submission (usually through the Ohio Department of Education’s Comprehensive Continuous Improvement Plan (CCIP) system.

Board approval is required for each grant submission. The Board shall take action to approve receipts from all grants resulting from such proposals.

The Board regards available Federal funds of aid to public schools and communities as a public trust. It forbids the use of Federal monies for partisan political activities and for any use that would not be in accord with Federal guidelines on discrimination. All Federal funds received by the School will be used in accordance with the applicable Federal law. The Executive Director shall ensure that each draw of Federal monies is as close as administratively feasible to the related program expenditures.

No Federal funds received by the Board shall be used to:

	A.	Develop or distribute materials, or operate programs or courses of instruction directed at youths, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual;
	B.	Distribute or aid in the distribution by any organization of legally obscene materials to minors on school grounds;
	C.	Provide sex education or HIV-prevention in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or
	D.	Operate a program of contraceptive distribution in schools.

Compliance Supplement for Single Audits of State and Local Governments  
20 U.S.C. 7906

**SECTION 503 – BORROWING**

Upon the initiative of the Boards of Directors and as provided by the laws of the State of Ohio, including the Uniform Bond Law and the Ohio Constitution the Treasurer shall prepare the data necessary for any applications regarding borrowing of cash for ongoing operations or special projects previously approved by the Board.

Funds shall be borrowed from a responsible individual or organization offering the most favorable terms, as approved by the Board.

**SECTION 504 - BAD CHECKS**

When the School receives a check from a student or parent that, when deposited, is returned marked "insufficient funds", the Treasurer shall provide an opportunity for the payer to make proper payment. If payment is not received within ten (10) working days, or the monies do not appear to be collectable, the Boards of Directors authorize the Treasurer to remove the fee or charge from the School's Accounts Receivable and to take appropriate action against the student and/or the parents.

**SECTION 505 - STUDENT FEES, FINES, AND CHARGES**

## ***Fees (Lakeshore Intergenerational Schools' Family Handbook 18-19)***

Lakeshore Intergenerational School is an Ohio Community School and charges no tuition. However, the school does assess a fee for each of the following:

- School Supply Fee
  - \$45 for first student, \$40 each for two students, \$35 each for three students, and \$30 each for four or more students. This enables the school to provide all supplies for the year and ensure all students have what they need. Parents do not need to do additional school supply shopping except for providing a sturdy backpack and lunch box/bag.
- Field trips (\$5 per student). This helps to defray entrance fees and the high cost of transportation since The School pays to rent the busses.
- Damaged or missing library books, materials, equipment or technology.
  - Acts of vandalism and/or malicious intent with any school owned item(s) will result in replacement costs incurred to student and/or family. This includes technology.
- After school programs, unless grant-based.
- Summer programs, unless grant-based.

These fees are set by the Board of Directors.

Library fees, materials, equipment or technology are based on the original cost of the item.

A fee schedule is available from the office.

Unpaid fees will rollover from year to year.

### **Hardship**

If any fee poses a hardship for a family, the parent/guardian should contact the school's Director of Operations to set up a payment plan. This plan shall include an initial "good faith" partial payment as well as an agreed to a payment schedule.

### **Unpaid Fees**

**A family who has any outstanding fees (or a payment plan that is behind in payments) will not be able to incur additional fees until the outstanding fees are paid or a current payment plan is established or brought up to date with payments.**

For example, if there are outstanding late pick up fees, a student will not be able to take out library books or attend a class field trip.

**All fees must be paid in full before a child may participate in a field trip [Senior Trip included]**

If a child is not able to participate in a field trip due to misbehavior, any paid field trip fee will be applied to any payment plan or, if not applicable, refunded.

**Report cards and transcripts are held until all fees are paid.** Fees will roll over into the next school year if not paid. Any monies received by the school [for any school sponsored event, ex: field trip] from a parent are applied first to outstanding fees.

**Parents are responsible for FULL payment of fees. Unpaid fees may be reported to a collection agency for failure to comply with the school’s payment arrangement.**

**SECTION 507 - FINANCIAL PLANNING**

The Boards of Directors shall collect and assemble the information necessary to discharge its responsibility for the fiscal management of the School and to plan for the financial needs of the educational program. The Board will strive toward maintaining both short and long range projections of the School financial requirements.

Accordingly, the Board directs the Treasurer to:

<input type="checkbox"/>	A.	Include cost estimates in all ongoing financial requirements;
<input type="checkbox"/>	B.	Maintain a plan of anticipated local, State, and Federal revenues;
<input type="checkbox"/>	C.	Report to the Board any serious financial implications that emerge from the School's ongoing fiscal planning.

In addition, the Board directs the Treasurer to maintain annually a detailed five (5) year forecast of estimated optional expenditures and revenues.

Accordingly the Board directs the Director or designee to prepare a long range year-by-year projection of estimated revenues and expenditures in October and May of each fiscal year.

R.C. 9.34, 5705.28, 5705.30,5705.391

**SECTION 508 - BUDGETING AND SPENDING PLAN**

The annual Budget shall be designed to carry out the School operations in a thorough and efficient manner, maintain School facilities properly, and honor continuing obligations of the Boards of Directors.

The Boards may establish a Board Service Fund which shall not exceed the greater of two dollars (\$2.00) per enrolled student or \$5,000. The Board Service Fund shall be set aside from the General Fund, on an annual basis, by resolution of the Board and shall be used to pay expenses actually incurred by Board members in the performance of their official duties. Such fund may also be used to pay for the expenses actually incurred by newly elected Board members relative to training and orientation to the performance of their duties prior to taking office. Appropriations from this fund shall not exceed the sum specified by R.C. 3315.15 in any one school year.

An annual Budget resolution shall be developed, approved, and filed according to statute and the requirements of the Auditor of the State of Ohio.

The Board shall adopt as part of its annual Budget a spending plan (also known as The Five (5) Year Forecast), or in the case of amendment or supplement to a Budget, an amended spending plan setting forth a five (5) year projection of revenue and expenditures of the General, PBA, and any Debt Service related to the General Fund. A copy of the annual

Budget and any amendment or supplement to it and the spending plan or amended plan shall be submitted to the Boards of Directors and shall set forth all revenues available for appropriation by the School during such year and their sources; the nature and amount of expenses to be incurred during the year; the outstanding and unpaid expenses on the date the Budget, amendment, or supplement is adopted; the dates by which such expenses must be paid; and any other information the Boards of Directors require.

The plan or amended plan shall be presented in such detail and form as the Executive Director prescribes.

R.C. 3313.15, 3316.031, 5705.13, 5705.29, 5705.36, 5705.38(B), 5705.391

R.C. 5705.41, 5705.412, 5705.45

### **SECTION 509 - BUDGET IMPLEMENTATION**

The Boards of Directors place the responsibility of administering the Budget, once adopted, with the Executive Director. The Executive Director may consult with the Treasurer when major purchases are considered and shall keep the Treasurer informed as to problems or concerns as the Budget is being implemented.

The Executive Director shall be authorized to proceed with making financial commitments, purchases, and other expenditures within limits provided in the Budget, within limitations stated in Board policies (See Purchases), and within legal authority expressed in State statutes.

Appropriate financial reports and budget comparison reports shall be submitted monthly to the Boards of Directors to keep members informed as to the status of the Budget to Actual and overall financial condition of the School.

If, during the fiscal year, it appears to the Treasurer that actual revenues are less than estimated revenues, including the available equity upon which the appropriations from the fund were based, the Executive Director shall present to the Board of Directors recommended amendments to the Budget that will prevent expenditures from exceeding revenues unless a deficit spending plan is approved by the Board of Directors. Such recommendations shall be in accordance with requirements of the law and provisions of any negotiated agreements.

### **SECTION 510 - PURCHASES**

Staff members may request the purchase of services, supplies and materials provided the Authorized Approver approves the purchase and there are adequate funds in the budget to cover the cost. All staff members must abide by the following rules, regulations and procedures when making a purchase.

- A. Verbal approval by itself is never acceptable to make a purchase or to place an order on behalf of the School. To insure School payment for any purchase, a requisition must first be completed and then signed (including electronically) by the Authorized Approver and then sent to the Treasurer. The Treasurer will determine if there are adequate funds available in the budget for the transaction and will then issue a purchase order number if adequate funds are available. If the originator of the purchase does not secure the approval of the Treasurer prior to making the purchase,

the originator may be responsible for all or partial payment of the purchase (at the discretion of the Treasurer).

- B. Upon receipt of the purchase (services, supplies and/or materials), the staff member who made the request will be responsible to verify that all items ordered have been received and are acceptable for use. If there are any problems with the items received, the staff member should contact the Treasurer for advice on how to resolve any concerns.
- C. If all items ordered were received and are acceptable, the responsible staff member/Authorized Approver will date, sign and write on the purchase order “OK to pay” and return it to the Treasurer for payment.

**Equipment Purchases**

Staff member requests for the purchase of equipment must be initiated through the School Operations Director who will then follow the established procedures for such requested purchases.

**Leases and Contracts**

All leases and contracts must be initiated by the Executive Director or Treasurer and approved by the Board of Directors. No staff member, School administrator, consultant, parent or any other person has the authority to sign a lease or contract without prior Board approval.

**Quotations and Bids**

It is the policy of the Boards that the School’s Administration seek bids on purchases of more than \$25,000 for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the School or when the item is subject to formal bid.

The Director shall ensure that the specifications for any public improvement project for which bids are solicited do not require any bidder:

A.		To enter into agreements with labor organizations on said public improvement; or
B.		To enter into an agreement that requires its employees to become members of or pay fees or dues to a labor organization as a condition of employment or continued employment.

Bids shall be sealed and shall be opened by the Treasurer (or designee) in the presence of at least one (1) witness.

**Soliciting of Bids**

The Boards, by resolution, may award a bid to the lowest responsive and responsible bidder. For a bidder to be considered responsive, the proposal must respond to all bid specifications in all material respects and contain no irregularities or deviations from the bid specifications which would affect the amount of the bid or otherwise provide a competitive advantage. For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:



<input type="checkbox"/>	A.	The experience (type of product or service being purchased, etc.) of the bidder;
<input type="checkbox"/>	B.	The financial condition;
<input type="checkbox"/>	C.	The conduct and performance on previous contracts (with the School or other agencies);
<input type="checkbox"/>	D.	The bidder's facilities;
<input type="checkbox"/>	E.	Management skills;
<input type="checkbox"/>	F.	The ability to execute the contract properly.
<input type="checkbox"/>	G.	A signed affidavit ensuring that neither the bidder nor any sub-contractor has entered into an agreement with any labor organization regarding the public improvement project.

**Contracts for Development and Improvement of Facilities**

All contemplated contracts for professional design services such as from an architect or for construction management shall be in accordance with R.C. 9.33, 9.333, and 153.54 et seq.

**Lease-Purchase Agreements**

Lease-purchase agreements entered into by the Boards shall be in accordance with R.C. 3313.375.

**Requirements**

Before the Treasurer places a purchase order, s/he shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the School.

In the interests of economy, fairness, and efficiency in its business dealings, the Boards require that:

<input type="checkbox"/>	A.	Items commonly used in the school or units thereof, be standardized whenever consistency with educational goals can be maintained;
<input type="checkbox"/>	B.	Opportunity to be provided to as many responsible suppliers as possible to do business with the School. To this end, the Director shall develop and maintain lists of potential suppliers for various types of supplies, equipment, and services including membership in a purchasing cooperative;
<input type="checkbox"/>	C.	A prompt and courteous reception, insofar as conditions permit, be given to all who call on legitimate business matters.

The Boards may acquire equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

R.C. 9.25, 9.30, 9.31, 9.311, 9.312, 153.12, 153.54, 3313.37, 3313.375 3313.46  
 R.C. 4115.32 et. seq., 4116.02, 4116.03, 5705.41, 5705.45

**SECTION 511 - PURCHASES NOT BUDGETED**

The laws of the state and the interests of the community demand fiscal responsibility by the Boards of Directors in the operation of the School. Appropriate fiscal controls are hereby adopted to insure that public moneys are not disbursed in amounts in excess of the Budget provided the Board.

Other expenditures may be made by the Executive Director or Treasurer following the Board's normal policy, provided a sufficient amount of cash is available in the School's cash reserve to cover the purchase.

### **SECTION 512 - FISCAL ACCOUNTING AND REPORTING**

The School's accounting system is in conformance with the Uniform School Accounting System as prescribed by the Auditor of State for the use of School Districts. The Treasurer is responsible for receiving and properly accounting for all funds of the School.

The financial records must be adequate to:

- A. Guide the making or deferring of purchases, the expansion or curtailing of programs and the controlling of expenses.
- B. Ensure that current data are immediately available and in such form that routine summaries can be readily made.
- C. Serve as a guide to budget estimates for future years.
- D. Show that those in charge have handled funds within limitations established by law and in accordance with Board policy.

The Boards receive monthly financial statements from the Treasurer which show ending cash fund balances, receipts, disbursements, and budget-to-actual variances. The Treasurer makes all other financial reports required by law or by State agencies and submits them to the proper authorities.

The Treasurer provides the Boards with any other financial management reports that the Boards determine necessary.

Financial records are permanent; the supporting documents may be destroyed only in compliance with the provisions of Ohio law and in compliance with specifications of the School's records commission, the auditor of State and the Ohio Historical Society.

The Board authorized and directs the Treasurer to establish an account structure and related financial accounting procedures for cash basis accounting.

The account structure when used for cash basis accounting purposes should conform with the Uniform School Accounting System issued by the Auditor of the State of Ohio.

Financial accounting policies and procedures shall be developed by the Treasurer to support the cash basis accounting system.

All cash basis accounting procedures will be in writing and approved by the Treasurer.

### **SECTION 513 - PETTY CASH ACCOUNTS**

The Treasurer has the authorization to create petty cash accounts allowing certain administrators to have starting cash for school events where fees are charged and/or to make small purchases for the School. The Director designates the assigned administrator and the Treasurer provides the confirmation of the amount for each Petty Cash account and the procedures/requirements for replenishing the account.

Petty Cash Account Requirements:

1. All Petty Cash accounts must have an assigned administrator.
2. The safekeeping of the money will be the responsibility of the assigned administrator. This administrator must sign a Petty Cash Agreement (confirming their understanding of the Petty Cash requirements) prior to receiving any Petty Cash funds.
3. The Treasurer will disburse Petty Cash funds to the assigned administrator within two weeks after Executive Director approval is confirmed.
4. All Petty Cash Fund disbursements made by the assigned administrator require a receipt. All disbursements made without a receipt will be the personal responsibility of the assigned administrator.
5. No major purchases may be made from the accounts.
6. The assigned administrator must use a tax exemption form for all purchases that may include a sales tax. The School District cannot reimburse for sales tax.
7. All transactions (money coming in and money going out) must be recorded on a written log and provided to the Treasurer upon request. The written log must be turned in to the Treasurer on or before June 30<sup>th</sup> of each fiscal year.
8. The assigned administrator will repay the full amount of the Petty Cash Fund to the Treasurer on or before June 30<sup>th</sup> of each fiscal year. Any losses during the school year for any reason (including loss or theft) are the personal responsibility of the assigned administrator.

The process to replenish the Petty Cash Fund will begin when the assigned administrator provides the receipts for purchases made from their Petty Cash Fund to the Director. (No purchase requisition is required.) If the Executive Director approves, the Treasurer will then verify the accuracy of the receipts and the appropriate amount of reimbursement. A check for the approved amount will be processed during the next check run.

### **SECTION 514 - CASH IN SCHOOL BUILDINGS**

Moneys collected by employees and by student treasurers are handled with prudent business procedures, in order to demonstrate the ability of employees to operate in that fashion and to teach such procedures to our students.

All moneys collected are receipted, accounted for and deposited to the next responsible person within 24 hours. When receiving paper or specie money, one person, the collector, will receive and count the money under the supervision of another person, the supervisor. After the receipt of all paper and specie money, the collector will count and total the moneys

received; he/she will then verify that amount with the collector. In the event the Finance Manager or person in charge of an activity is unable to deposit the money in 24 hours, the money will be accounted for and deposited in the lock box. The money can be held no longer than three business days after receipt and the amount must be under \$1,000. If the amount is more than \$1,000, or the money cannot be adequately safeguarded, it must be deposited on the business day following the date of receipt.

In no case shall more than \$1,000 be left overnight in school buildings (excluding the petty cash account). The Treasurer provides for making bank deposits after regular banking hours in order to avoid leaving money in a school building overnight

Legal Ref.: ORC 9.38

### **~~SECTION 515 – USE OF CREDIT AND PURCHASING CARDS~~**

~~The Boards of Directors recognize the values of an efficient method of payment and recordkeeping for certain expenses. The Boards, therefore, authorize the use of School credit and purchasing cards.~~

~~The Treasurer shall have the responsibility to specify those authorized to use credit and purchasing cards, the typed of expenses which can be paid by credit or purchasing card, and their proper supervision and use.~~

#### **~~Administrative Guidelines~~**

~~Administrators are required to complete a purchase order, payable to the bank issuing the School credit card, prior to using the credit card. The amount of the purchase order should reflect the estimated expenditures the administrator anticipates making using the School credit card. After the purchase order is approved by the Authorized Approver and Treasurer, the Treasurer will make arrangements for the administrator to take possession of a School credit card and for returning the card to the appropriate card holder.~~

~~School credit cards may be used for the following purposes:~~

- ~~A. Miscellaneous supplies, materials and/or equipment when it is impractical to immediately process a physical check or the School is able to take advantage of short-term purchase discounts.~~
- ~~B. School business travel, meeting, lodging and meals for an out-of-School meeting or seminar, subject to the reimbursement limits established by board policy.~~
- ~~C. School business travel, meeting, lodging, and meals of school employees traveling with the administrator subject to the reimbursement limits established by board policy.~~
- ~~D. The meals of the individuals in attendance at lunch, breakfast, or dinner meeting of the Director when the purpose of the meeting is to discuss school business matters.~~
- ~~E. Business travel, meeting, lodging and meals of individuals actively being sought for employment in the School.~~

~~F. Gratuities not to exceed twenty percent (20%), in situations where it is customary to tip.~~

~~G. Sales tax (if it is not possible to use a tax exempt form).~~

### **Reimbursement of Business Related Expenses**

~~Upon returning from an approved business trip an employee or Board member shall submit all original invoices and original credit card charge receipts to the Treasurer's Office through the established procedure. Credit card statements will not suffice as invoices. Credit card statements will be mailed directly to the schools and reconciled by the Finance Manager. Any late fees assessed to the School due to a staff member failing to submit invoices and credit card receipts on a timely basis will be the responsibility of the staff member. Receipts for meals must include the names of all individuals for whom meals were provided, the purpose of the meeting and substance of the items discussed.~~

~~The use of a School credit card for the following items is prohibited:~~

~~A. The purchase of personal goods and services for an administrator, an administrator's spouse, children, or anyone employed or not employed by the School and attending a School business function.~~

~~B. Payment of any fines, penalties or personal liabilities incurred by the administrator or anyone else.~~

~~C. Alcoholic beverages or tobacco.~~

~~D. Fuel for use in a personal vehicle. (If a vehicle is commercially rented, only the rental costs and the cost of purchased fuel will be reimbursed (with receipts). Mileage will not apply.)~~

~~E.~~

~~F. Entertainment expenses, including pay per view movie charges.~~

~~G. Cash advances.~~

~~(Note: this list is not all inclusive)~~

~~The use of a School credit card for an administrator's personal expenses of any kind, or those of an administrator's spouse, children, or anyone employed but not authorized, or not employed by the School, but accompanying an administrator at a School business function (including meals, lodging, and travel) is not permitted. Persons using a School credit card for personal, non-authorized purposes, or undocumented expenditures shall be held personally responsible for those expenditures. Abuse of the credit card is subject to disciplinary procedures, including termination.~~

~~The use of a School credit card does not supersede the required completion of a professional leave form when applicable. These procedures also dictate the reimbursement procedures of~~

~~the School. The entire balance of the credit card will be paid each month to avoid the payment of any finance or service charges by the School.~~

~~The Director or Treasurer can revoke an administrator's credit card privileges at any time.~~

### **Credit Card Policy approved January 2019**

For purposes of this policy, "credit cards" are defined to include any bank- or financial institution-issued credit card account, store-issued credit card account, affinity credit card account, or any other credit card account allowing the holder to purchase goods or services on credit, or any debit or gift card account related to the receipt of grant money. The Board recognizes the convenience and efficiency afforded by the use of School credit cards. A credit card shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards shall only be used in connection with Board-approved or School-related activities and that only those types of expenses that are for the benefit of the School and serve a valid and proper public purpose shall be paid for by credit card. As such, employees are required to abide by the following guidelines when using a School credit card.

1. All credit cards and any instruments related to the account, including checks, shall be applied for, acquired, or cancelled at the direction of the Board's designated fiscal agent and shall be issued to and in the name of the School. Any changes to credit card terms requiring consumer authorization, including changes to individual credit limits, shall be approved by the Board's designated fiscal agent. Any changes to the School's total credit card limit shall be approved by the Board. The maximum credit card limit approved by the Board for all cards is \$100,000.
2. Upon issuance, all credit cards and instruments related to the account shall be managed, held and supervised by the Board's designated fiscal officer ("Credit Card Holder").
3. The Board's designated fiscal officer may authorize any employee to use a credit card when the Board deems such use necessary or convenient.
4. Subject to the discretion of and the approval of the Board's designated fiscal officer, credit cards may be used for eligible goods and services including:
  - a. Transportation reservations and expenses.
  - b. Conference registrations.
  - c. Hotel reservation guarantees and expenses.
  - d. If monies are budgeted and deposited with the Principal in advance, credit cards may be used by employees for student trips and competitions for safety and security reasons.
  - e. Reasonable real expenses, including a maximum gratuity of twenty percent

(20%), but excluding alcoholic beverages, since the purchase of such beverages clearly fails to serve a valid and proper public purpose.

- f. Purchases from vendors who do not accept purchase orders or vouchers, with prior approval from the designated fiscal officer of the Board.
  - g. Other purchases approved by the Board on a case-by-case basis.
5. Credit cards shall not be used for personal purchases or expenditures not allowed under this guideline. In particular, credit cards shall not be used for expenses that are not incurred in connection with Board-approved or School-related activities, are not for the benefit of the School, and do not serve a valid and proper public purpose. Use of credit cards in an unauthorized or illegal manner may result in referral for criminal prosecution, revocation of credit card privileges, disciplinary action and/or, where appropriate, may require the user to pay any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase.
  6. The Board shall establish limits on the total dollar amount that an employee may incur as a part of any individual transaction based on a good faith estimate of the purchase or expense. If the designated fiscal officer is the Credit Card Holder, the fiscal officer shall establish limits on the total dollar amount that an employee may incur as a part of any individual transaction based on a good faith estimate of the purchase or expense, which shall be approved and ratified within the parameters of the Board's annual budget.
  7. Employees requiring the use of a School credit card shall request in writing such card from the Board or the designated fiscal officer if he or she is the Credit Card Holder, which shall include a signed statement that the requesting employee has read this policy, and understands and agrees to abide by its terms.
  8. The School is a nonprofit instrumentality of the State of Ohio. Tax exemption forms shall be utilized and are available in the Principal's office.
  9. Upon receipt of a School credit card, employees shall:
    - a. Inform merchants that the purchase is for "Official School Business" and is not subject to State or local sales tax. However, if the merchant fails to waive the tax, the employee shall pay it. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption form.
    - b. Maintain credit cards in a secure fashion and prevent unauthorized charges to the account.
    - c. Maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices.
    - d. Provide documentation of all purchases to the Credit Card Holder in a timely manner to ensure prompt payment.



- e. Immediately notify his or her immediate supervisor, the Credit Card Holder, and the Board if the card is lost or stolen. It shall be the responsibility of the Credit Card Holder to report any lost or stolen credit card to the relevant issuer and credit agencies. In the event a credit card is lost or stolen, the Credit Card Holder shall request the issuer place a “stop” or “hold” on the account to prevent fraudulent use of the card.
  - f. After use, School credit cards receipts for all charges are to be returned to the Credit Card Holder. If the Principal is the designated credit card compliance officer, the Principal shall review all itemized receipts and submit copies to the School’s fiscal officer or his or her designee.
  - g. Upon receipt of the appropriate documentation, credit card expenditures will be paid through the Credit Card Holder’s Office.
  - h. The Credit Card Holder will monitor the credit card account(s) and reconcile all credit card accounts on a monthly basis. All credit card charges will be included in the monthly Cash Activity Report reported to the Board, and if the Principal is the Credit Card Holder, the Board shall sign a monthly attestation indicating that it has reviewed the account transaction details.
  - i. At least quarterly, the Board and the Credit Card Holder shall review the number of credit card accounts and the number of active credit cards in use, and each credit card’s respective expiration date and credit limit.
  - j. If the designated fiscal officer retains general possession and control of the credit card account and presentation instruments related to the account including cards and checks, and the governing authority authorizes an officer or employee to use a credit card, the fiscal officer may use a system to sign out credit cards to the authorized users. The officer or employee is liable in person and upon any official bond the officer or employee has given to the community school to reimburse the school treasury the amount for which the officer or employee does not provide itemized receipts in accordance with this credit card policy.
  - k. If the employee is terminated or resigns, he or she must return the credit card and shall remain responsible for any inappropriate use.
10. Failure to turn in receipts and appropriate forms to the Credit Card Holder (or their designee) within five (5) business days may result in the charges being deemed unrelated or unsubstantiated. This amount will then be charged back to the user.
  11. Credit Cards shall never be used for any cash withdrawal transactions or advances from a financial transaction device or automated teller machine (“ATM”), or to obtain any cash back on a credit card transaction.
  12. The designated fiscal officer shall annually report to the Board any rewards received by the School based on the School’s use of the credit card.

*HB 312; R.C. 3314.52.*

**Purchasing/Invoicing Policy (approved and added January, 2019)**

Before placing a purchase order, each party authorized to place a purchase order should consider whether the material requested may be available elsewhere in the School or in the management company network, if any. In the interests of economy, fairness and efficiency, the Board requires that:

- A. All purchase orders shall be numbered consecutively.
- B. An informal but documented assessment of the responsibility, reliability, comparative cost and reputation of available qualified suppliers shall have been conducted before the purchase order is submitted.
- C. Certain purchases may be below an amount of money allowed to be spent without a properly signed purchase order, as authorized in writing by the designated fiscal officer and the Principal.
- D. Insofar as conditions permit, all legitimate business suppliers shall be treated courteously.
- E. Credit card agreements must be approved by the Board, and, if so approved, the designated fiscal officer of the community school shall retain general (physical or electronic) possession and control of the credit card account and presentation instruments related to the account including cards and checks. All credit card purchases must comply with **Policy 148.13**. Any staff member or Board member entrusted with a credit card shall be personally liable for the proper use and safekeeping of the credit card.
- F. Cooperative purchasing among schools managed by the same company is encouraged, if it results in an economic advantage. Other cooperative purchasing may be considered as well.
- G. If it results in an advantage of any kind, the School may prefer local vendors.
- H. All applicable ethical and conflicts rules shall be followed when purchasing or soliciting for purchasing. No director, officer, employee, staff or agent of the School shall 1) solicit or participate in the negotiations of a contract in which he or she has any direct or indirect pecuniary or beneficial interests or 2) accept any gift or favor from a vendor which might influence their recommendations in the eventual purchases of equipment, supplies or services.

These policies do not prevent any person from receiving royalties upon the sale of any textbook or similar educational product of which she or he is the author, which has been properly approved for use in the School.

If the Board is presented with an invoice from a vendor, the invoice must contain sufficient itemization to determine that the services or goods were used for School purposes and the fiscal agent or fiscal officer of the School shall pre-approve payment before the invoice is approved by the Board.

*HB312; R.C. 102.03; OAC 117-2-02*

## **SECTION 516 - COOPERATIVE PURCHASING**

The Boards of Directors recognize the advantages of centralized purchasing in that volume buying tends to maximize value for each dollar spent. The Boards, therefore, encourage the administration to seek advantages in savings that may accrue to these Schools through joint agreements for the purchase of supplies, equipment, or services with the governing body(ies) of other governmental units.

The Board authorizes the Director and/or Treasurer to negotiate such joint purchase agreements for services, supplies, and equipment which may be determined to be required from time to time by the Board and which the Board may otherwise lawfully purchase for itself, with governmental contracting units as may be appropriate in accordance with State law, the policies of this Board, and the dictates of sound purchasing procedures.

Cooperative or joint purchases require an agreement approved by the Board and the participating contracting body(ies) which shall specify the categories of equipment and supplies to be purchased; the manner of advertising for bids and of awarding contracts; the method of payment by each participating party and such other matters as may be deemed necessary to carry out the purposes of the agreement. Such agreements are subject to all legal bidding requirements.

R.C. 125.04, 167.01 et seq., 3313.812

## **SECTION 517 - STAFF GIFTS**

### **Staff Gifts from The Intergenerational Schools Staff Handbook**

The Board considers the presentation of gifts to staff members an undesirable practice because it tends to embarrass students with limited means and gives the appearance of currying favor. Based on the foregoing premise, it is the policy to the Board that staff members may only accept gifts of nominal value from students or parents. **Handwritten or handmade letters or cards of appreciation are highly encouraged.** The Executive Director or Chief Educator may approve acts of generosity to individual staff members in unusual situations.

## **SECTION 518 - VENDOR RELATIONS**

The Boards of Directors shall not enter a contract knowingly with any supplier of goods or services to this School under which any Board member or officer, employee, or agent of this School has any pecuniary or beneficial interest, direct or indirect, unless the person has not

solicited the contract or participated in the negotiations leading up to the contract. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which s/he is the author and which has been properly approved for use in the schools of this School.

Board members and school personnel shall not accept any form of compensation from vendors that might influence their recommendations on the eventual purchase of equipment, supplies, or services. Furthermore, Board members and school personnel shall not accept any compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor. In addition, Board members or school personnel who recommend purchases shall not enter into a contractual arrangement with a vendor seeking to do business with the School, or a vendor with whom the School is doing business, whereby an individual board member or member of the school staff receives compensation in any form for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a Board member or member of the school staff receives such compensation, albeit unsolicited, from a vendor, the Board member or school staff member shall notify the Treasurer, in writing, that s/he received such compensation and shall thereafter promptly transmit said compensation to the Treasurer at his/her earliest opportunity.

All sales persons, regardless of product, shall clear with the Director's office before contacting any teachers, students, or other personnel of the School. Purchasing personnel shall not show any favoritism to any vendor. Each order shall be placed in accordance with policies of the Board on the basis of quality, price, and delivery with past service a factor if all other considerations are equal.

*Auditor's Bulletin 2000-006*

### **SECTION 519 - PAYMENT OF CLAIMS**

The Boards of Directors authorize the prompt payment of legitimate claims by suppliers of goods and services to the School.

Each bill or obligation of this Board must be fully itemized and verified before a voucher can be drawn for its payment.

When an invoice is received, the Treasurer shall verify that a voucher is properly submitted and that the amount of the invoice is correct.

The originator of the purchase order shall verify that acceptable goods were received or satisfactory services were rendered and the date of receipt.

R.C. 9.11 et seq., 153.13  
A.C. 117-2-17

### **SECTION 520 - PAYROLL AUTHORIZATION**

The most substantial payment of public funds for the operation of the Schools is that which is made to the employees of the Boards of Directors for services rendered. To ensure that each person so compensated is validly employed by this School and that the compensation remitted fairly represents the services rendered, this policy is promulgated.

Employment of all School personnel whether by the year, term, month, week, day, or hour in contract, temporary, or substitute form must be approved by the Boards except where authority to appoint certain personnel of the School has been delegated to the Executive Director.

R.C. 9.40, 3319.36

**SECTION 521 - PAYROLL DEDUCTIONS**

The Boards of Directors authorizes in accordance with the provisions of law cited herein that deductions be made from an employee's paycheck upon proper authorization on the appropriate form for the following purposes:

<input type="checkbox"/>	A.	Federal and State income tax
<input type="checkbox"/>	B.	Social Security or retirement contribution
<input type="checkbox"/>	C.	Municipal income tax
<input type="checkbox"/>	D.	School Employees Retirement System
<input type="checkbox"/>	E.	State Teachers Retirement System
<input type="checkbox"/>	F.	Contributions to the United Way
<input type="checkbox"/>	G.	Payment of group health insurance premiums.

The Boards of Directors declare its willingness to enter into an agreement with any of its employees whereby the employee agrees to take a reduction in salary with respect to amounts earned after the effective date of such agreement in return for the Board's agreement to use a corresponding amount to purchase an annuity for such employee (or group of employees desiring the same annuity company) from any company authorized to transact the business as specified in law in accordance with Section 403(b) of the Internal Revenue Code, and in accordance with the School's administrative guidelines. However, it shall be clearly understood that the Board's only function shall be the deduction and remittance of employee funds.

Said agreement shall comply with all of the provisions of law and may be terminated as said law provides upon notice in writing by either party. Employees shall contact the Treasurer's Office in writing if they wish to participate in such a program.

For deductions related to annuities, the employee shall modify their current Salary Reduction Agreement or make arrangements for payments directly to their 403B provider to avoid any over payments by the School.

**Salary Deduction Policy from The Intergenerational Schools Staff Handbook**

It is our policy to comply with the “salary basis” requirements of the Fair Labor Standards Act. Therefore, The Schools and are prohibited from making any improper deductions from the pay of employees. Employees need to be aware of this policy and that The Intergenerational Schools do not allow deductions that violate the FLSA.

Deductions from pay are permissible:

- to offset amounts and correct a payment schedule
- if employees receive witness fees or military pay;
- for unpaid leave or disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. In cases when an employee is absent from duty and there is no sick leave applicable, or when the absence is unauthorized, the salary deduction for each day of absence will be based on the employee’s current salary divided by the number of work days required in the official school calendar for each job classification.

Also, The Schools may not be required to pay the full salary in a final pay due to:

- penalties imposed in good faith for infractions of safety rules of major significance
- lost or missing school property in the possession of the employee
- weeks in which an employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.
- training, workshop or other professional development (including tuition reimbursement) totaling \$1,000 or more, paid for by the school with the expectation that the employee would be utilizing the new skills in the following full academic school year; any training, workshop or other professional development for which registration or other fees were paid by the school where the employee chose to not attend

If you believe that an improper deduction has been made from your salary, you should immediately report this information to the Finance Manager. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed.

*29 C.F.R. § 531, et. seq. Fair Labor Standards Act; R.C. 4113.15(A).*

### **Direct Deposit**

All employees are required to use direct deposit for payroll checks. Deductions are made for applicable federal, state, and local income tax, STRS/SERS retirement funds, health insurance or other optional benefits. Pay stubs are available electronically through The Intergenerational Schools designated HR system. A login will be provided.

### **Calculating Unpaid Days for All Staff**

Occasionally, a staff member may have used all of their allotted sick/personal/bereavement or vacation, or may wish to take unpaid leave that falls out of the scope of paid leave policies. If this is the case, the employee’s pay will be docked for the missed days. The amount docked for salaried employees (including teachers granted a day of Authorized but Unpaid Leave), is calculated as the total salary divided by the total number of workdays

(including all professional days and scheduled teacher work days). **Such leave will be calculated only in full day increments for salaried employees.**

If a staff member has used all of their sick/personal/bereavement time and must leave work for an emergency in the middle of a work day, their pay will be docked for the full day. If this becomes a recurring issue, the employee is subject to disciplinary action and/or possible immediate termination. If a leave request is not approved, and the employee fails to appear for work, they are docked a day's pay but are also subject to disciplinary action and/or possible immediate termination.

### **~~SECTION 522 – FIXED/CAPITAL ASSET POLICY~~**

~~The Boards of Directors, as a steward of the School's property, recognize that efficient management and full replacement upon loss of assets requires accurate inventory and properly maintained property records.~~

~~The Schools shall conduct a complete inventory every three years, by physical count, of all School-owned equipment and supplies. For the purposes of this policy, "equipment" means a unit of furniture or furnishings, an instrument, a machine, an apparatus or articles which retain shape and appearance with use, is nonexpendable and does not lose its identity when incorporated into a more complex unit.~~

~~This School shall maintain a fixed asset accounting system. The fixed asset system shall maintain sufficient information to permit:~~

- ~~1. Preparation of year-end financial statements in accordance with generally accepted accounting principles,~~
- ~~2. Adequate insurance coverage, and~~
- ~~3. Control and accountability.~~

~~Each owned building and additions to buildings are identified by location or name and are described in detail (e.g., size, number of floors, square footage, type of construction, etc.) with the value shown for all individual structures.~~

~~Fixed equipment is inventoried by building, by floor and room name or number; each item to be listed individually. (Leased equipment that the School will eventually own must be inventoried.)~~

~~Moveable equipment is inventoried by building, floor and room name or number; each item to be listed individually. Any item that has a model number or serial number has that number noted in the description for full identification. All items assigned to a building are the building administrator's responsibility.~~

~~All equipment purchased, after the initial inventory, as capital outlay or replacement with a cost of \$500 (per individual item) or more and with an estimated useful life of three years or more is tagged and made part of the equipment inventory.~~



~~Televisions, VCRs, computers and any other items highly susceptible to theft have a permanent tag on them.~~

~~Any equipment purchased with Federal Funds shall be tagged as such.~~

~~A computer-generated listing of all equipment is supplied to each building (if more than one). This listing is updated annually by the close of the school year, or not later than the second Friday in June of each year. This updated listing is then submitted to the Treasurer's office for computer update.~~

~~Fixed assets shall be classified with useful lives as follows:~~

- ~~(a) Land 10 years~~
- ~~(b) Buildings and improvements 25 years~~
- ~~(c) Leasehold Improvements Remaining Term of Lease (NTE 5 years)~~
- ~~(d) Furniture and equipment 5 years~~
- ~~(e) Technology equipment 3 years~~
- ~~(f) Vehicles 7 years~~

~~Leased fixed assets and assets which are jointly owned shall be identified and recorded on the fixed asset system. Fixed assets shall be recorded at actual, or if not determinable, estimated purchase price or fair market value at the time of acquisition. The method(s) to be used to estimate such price or market value shall be established by the Treasurer.~~

~~Depreciation shall be recorded for funded fixed assets using the straight line depreciation method which conforms to generally accepted accounting principles.~~

~~The Treasurer is assisted by the director, business manager, principal(s), office manager, and all other School staff in the performance of this function.~~

## **Fixed Asset and Inventory Policy** approved January 2019

The Intergenerational Schools (the "Board") has issued the following Fixed Asset Policy in order to set forth the requirements for the identification, inventory, reporting and disposition of all property owned by the Board and to establish which assets must be capitalized once depreciated.

Assets satisfying the qualifications below are Fixed Assets and must be capitalized:

- a. have a value of \$5,000 or more
- b. have a useful life of one year or more
- c. must meet the definition of one of the major Asset Classes of Land, Buildings, Building Improvements, Furniture & Fixtures, Equipment, Computers & Software, or Construction-In-Progress (as set forth below)
- d. must be of a tangible, distinguishable nature (possess unique physical substance)
- e. are not repair parts, component parts or supplies, maintenance or service fees

## **Asset Classes**

### ***Land***

Land is real property which generally includes both surface and content of the land. Land includes not only the original contract price, but also such related costs as liens assumed, legal and title fees and surveying. Land acquired through forfeiture is capitalized at the total amount of all tax liens and other claims surrendered (i.e. cost of acquiring ownership and perfecting title). Land acquired through donations is valued at the appraised fair market value at the date of acquisition. Appraisal costs are not capitalized.

Land records should include the parcel number and or the lot, book and tract, as well as an identification of use and location.

### ***Buildings***

Buildings are real property consisting of structures erected above or below the ground for the purpose of sheltering persons or property. Building costs include construction and purchase costs and the cost of all fixtures permanently attached and made part of the building. For constructed buildings, costs include contractor payments, in-house labor costs, attorney fees, insurance during construction, architectural fees and similar types of costs.

Building records should include a quantitative and qualitative description of each structure segregating where possible the structure shell from the mechanical, roofing, electrical, plumbing, cafeteria and built-ins. The latter assets may be replaced several

times during the life of the structure shell. Segregations of these costs will ease accounting for replacing or improving the component parts.

### ***Building Improvements***

Building improvements consist of additions, improvements and replacements made to existing buildings. Building improvements increase the service potential of the building; they expand area, increase safety, improve climate control, extend the useful life of the structure or improve handicapped accessibility to the building. A building improvement must have a significant impact and be a material amount (\$5,000 or more) in order to be capitalized. Building improvement costs include construction costs, contractor payments, engineering costs and other costs required to place the improvement in its finished state. Building improvements are capitalized and depreciated separately from buildings.

### ***Furniture & Fixture***

Furniture & Fixtures are defined as personal property not attached to land, building or improvements and which remain movable and including costs associated with a direct purchase for example shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, purchase date, amount of purchase, funds used to make the purchase and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: standard classroom furniture and office furniture.

### ***Equipment***

Equipment is defined as personal property not attached to land, building or improvements and which remains movable and including costs associated with a direct purchase for example shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, purchase date, amount of purchase, funds used to make the purchase and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: business machines, compressors, power tools.

### ***Computers & Software***

Computers & Software are defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with a direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the location, and any identifying descriptions (manufacturer's model, serial number, etc.).

### ***Construction-In-Progress***

Construction-In-Progress is used for the temporary segregation and accounting of expenditures related to the construction or improvement of capital assets. Expenditures include construction costs, including costs held for retainage, architect, engineer and permit fees, equipment in storage, interest costs applicable to the period of construction and other costs required to finish the project. Construction-In-Progress should not be depreciated and should be shown separately on the Balance Sheet with other non- depreciable assets such as land and permanent land improvements.

### ***Used Equipment***

When the Board acquires used equipment the following requirements must be adhered to:

1. The invoice must specify "Used" as appropriate.
2. The acquisition cost, as noted on the invoice, may determine original cost-value.
3. For determining useful life, one-half of a similar new asset useful life will be used.

### ***Federal Program Property***

All acquisitions of federal property must be placed into the Board's inventory, consistent with the above capitalization requirements. In addition, all federal property must be appropriately tagged with the grant name and year, ex: "Title I FY2016".

The following publications detail Capital Asset treatment pursuant to federal grant regulations:

OMB Circular A-87 OMB  
Circular A-102 OMB  
Circular A-110 OMB  
Circular A-21

## Depreciation

Depreciation is required for the Board’s capital assets. Depreciation is calculated using the Straight-Line Method. The Board calculates depreciation on all capital assets reported in the Board’s financial statements other than land, permanent improvements to land and construction-in-progress.

Pro-Rata convention states that fixed assets are acquired throughout an accounting period and, likewise are disposed of throughout an accounting period. The decision as to when depreciation begins or ends is as follows:

Depreciation commences in the month of acquisition and the Book Value is removed in the year of disposal. The “Book Value” is the original cost less accumulated depreciation.

## Useful Lives

Useful lives of fixed assets are expressed in terms of the probable years of service. The Board has established the following categories of useful lives for its capital assets:

Land Improvements	10 years
Buildings & Additions	40 years
Building Improvements	25 years
Furniture, Fixtures, and Equipment	5 years
Computers	3 years
Software	3 years
Vehicles	3 years

## Management Responsibilities

### *Fixed Asset System Maintenance and Physical Inventory*

School Management has the following responsibilities with respect to the Fixed Asset System Maintenance and Board-owned property inventory:

1. Initially identify depreciable and non-depreciable fixed assets.
2. Maintaining the data records as required.
3. Assign an actual cost, useful life and other required information.
4. Determine Book Value for authorized sale items.
5. Ensuring all disposition forms are processed as required in a timely manner.
6. Ensuring that, where necessary, proper reporting of stolen items is communicated.
7. Ensuring an accurate inventory be conducted and reported.

A periodic physical inventory of all property owned by the School and non-Board assets located at the School excluding consumables (e.g. furniture, fixtures, equipment and textbooks) is necessary for accountability and control.

The inventory taking process is initiated to:

1. Confirm and validate asset records and/or
2. Comply with legal, auditing/reporting and insurance requirements regarding all Board-owned assets.

Inventories should take place on a periodic basis (preferably near the fiscal year end), especially for furniture, fixture and equipment characterized as movable.

School Management is responsible for comparing the actual inventory on hand to the property records. School Management will prepare and forward a completed report of said comparison and a copy of the inventory to the Board for final review and comparison annually.

If a comparison indicates a problem exists or is beginning to develop, additional steps should be taken. These steps may include strengthening current controls to insure all purchases and disposals are recorded, tracking assets not on the list to determine if they are improperly recorded elsewhere, retraining inventory takers and/or departments to adhere to fixed asset policies, etc. It is important to follow up on any problem identified to insure it has been corrected.

### ***Tagging of Assets***

School Management shall be responsible for the placement of tags identifying proper Board ownership of all assets in accordance with this Policy. All untagged assets will be presumed to belong to the Board.

Any purchases of furniture, computers, software, equipment, or other personal property for use in the operation of the School with state funds that were paid to a management company by the School as payment for services rendered shall be the property of the School and is not property of the management company.

### ***Disposition of Property***

School Management shall be responsible for the disposition and replacement of property after consultation and approval from the Board of Directors. The disposition may be via sale, donation, trade or a discard of property no longer required for school purposes. The Board of Directors and School Management shall follow all procedures set forth in state and federal laws regarding the disposition of property and the use of proceeds received from such disposition if applicable.

## **SECTION 523 - STUDENT ACTIVITY FUND/PARENT GROUP FUND**

It is the purpose of this policy to establish financial controls for the administration of the normal, legitimate activities of the student body organization.

For purposes of this policy, a "student activity fund" may include, but not be limited to co-curricular and approved extra-curricular activities such as clubs, publications, trips, etc.

Each activity covered by this policy must be recognized by the Treasurer and/or Executive Director or their designee before monies can be collected or disbursed in the name of said activity. Any and all proposed expenditures from a student activity fund must be approved by the Executive Director or their designee prior to disbursement and must serve a valid and proper public purpose.

The Executive Director is directed to obtain a list of student activities with a brief description of their objectives, activities, and limitations of each fund.

The Boards authorize the Treasurer to act on its behalf to review and approve each expenditure from a student activity fund prior to disbursement. In approving an expenditure, the Treasurer shall ensure that it is related to achieving one (1) or more of the stated purposes for which the student activity has been organized and will serve a valid and proper public purpose.

Expenditures shall not be approved if it accrues to the personal benefit of a member of the staff or a member of the student group. Monies are not to be disbursed to a school class or group for any activity or event that will occur after the students have graduated.

The Executive Director shall implement administrative guidelines which will ensure that all student activity funds are managed, recorded, and deposited in accordance with law and sound fiscal practice.

R.C. 9.39, 3313.47, 3313.51, 3313.53, 3315.01, 3315.062

R.C. 3315.12, 3315.14, 3317.024, 5705.41, 5705.412

A.C. 117-2-18, 117-2-20

## **SECTION 524 – DISASTER RECOVERY PLAN (COMPUTER SYSTEM)**

Upon the occurrence of a computer system disaster situation at the School, the Director would be contacted and procedures would be implemented after the School's technology support person(s) assessed the extent of the disaster.

In order to protect the financial data of the School during a computer system disaster, the Treasurer will utilize the MEC A-Site (or comparable system) for ongoing posting of receipts and disbursements. In the event of a School computer system disaster, the Treasurer will access

the data (either in person or over the net) to assure the uninterrupted fiscal operations of the School.

## **SECTION 528 - AUDIT/FINANCE COMMITTEE**

The Finance Committee shall assume stewardship on behalf of the Board of the financial resources, performance and prospects of the schools within the Intergenerational Model in accordance with the Model financial policies.

### **RESPONSIBILITIES AND TASKS**

Specifically, the Committee shall undertake the following on behalf of the Boards:

- In July of each year, examine the preliminary budgets for each Model school for the upcoming school year.
- In September of each year, based on updated enrollment/attendance projections, examine the final school budgets of each Model school for the school year.
- Each month, examine the financial results for the preceding month, including checks written.
- Each quarter (in October, January, April and July), review an updated financial estimate for each Model school for the total school year.
- Each year (in November and December), examine updated long-range financial projections (five or six years) for each Model school.
- Twice a year (in May and October), examine five year projections for submission to each Model school's sponsor, thence the State.
- During the period September to October each year, examine the actuals for the immediately preceding school year and the computation of final FOB payments to each Model school.
- During the period December through February, acting as an audit committee, review the external audits prepared by outside auditors for each Model school for the immediately preceding school year.
- By May 15<sup>th</sup> of each year, recommend the annual Form 990 submission to the IRS for Boards' approval.
- By July 1<sup>st</sup> of each year, prepare an annual calendar of committee priorities and meeting dates that can be included in the Intergenerational schools' master board planning calendar.

### **MEMBERSHIP**

The Board Chair shall appoint the Finance Committee Chair, who in turn shall select appropriate Board members and volunteers with appropriate expertise to serve as Committee members.

### **PROCEDURES**

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The Intergenerational School, Near West Intergenerational School,  
and Lakeshore Intergenerational School Financial Policy Manual



- Committee meetings shall be announced publicly.
- Agendas shall be circulated to all Committee members in advance of meetings.
- Monthly Committee reports shall be produced and distributed to the Board Secretary. Such monthly reports shall serve as the minutes for the Committee meetings held within that month and be distributed to all Board members as part of the monthly Board packet.

## **SECTION 529 - SOLICIATION OF FUNDS**

### **General Purpose**

Any request from civic institutions, charitable organizations, or special interest groups which involve such activities as patriotic functions, contests, exhibits, sales of products to and by students, sending promotional materials home with students, graduation prizes, fund raising, and free teaching materials must be carefully reviewed to ensure that such activities promote student interests without advancing the special interests of any particular group.

It is the policy of the Boards of Directors that students, staff members, and school facilities not be used for advertising or promoting the interests of any nonschool agency or organization, public or private, without the approval of the board or its delegated representative” and any such approval, granted for whatever cause or group, shall not be construed as an endorsement of said cause or group by this Board.

### **Responsibilities**

Any staff member or outside organization desiring to solicit funds on school property must receive permission to do so from the Executive Director. Permission to solicit funds will be granted only to those organization or individuals who meet the permission criteria established by the Director and Treasurer. Solicitation must take place at such times and places and in such a manner as specified in the administrative guidelines provided by the Director and Treasurer. No student may participate in the solicitation of funds without Director’s and Treasurer’s approval.

1. The Board disclaims all responsibility for the protection of, or accounting for, such funds.
2. Solicited funds are not to be deposited in any regular or special accounts of the School unless approved by the Director or Treasurer.
3. A copy of this policy as well as the relevant administrative guidelines (see following page of this policy manual) shall be given to any individual granted permission to solicit funds on District property.



## SOLICITATION OF FUNDS – PERMISSION FORM

Any staff member or outside organization desiring to solicit funds on school property must receive permission to do so from the Treasurer, Executive Director, and/or the Advancement Director of Intergenerational Cleveland. Permission to solicit funds will be granted only to those organization or individuals who meet the permission criteria established by the Director and Treasurer. Solicitation must take place at such times and places and in such a manner as specified in the administrative guidelines provided below. No student may participate in the solicitation of funds without Director's and Treasurer's approval.

1. The Individual seeking permission to solicit funds on school property is solely responsible for the planning, implementation, and oversight of the solicitation activity.
2. The products or services provided must be pre-approved by the Director. Any deviation from the activities approved will be cause for termination of the activity. Restitution of any damage to the school or its students will be the responsibility of the individual seeking permission to solicit funds.
3. The safekeeping of the money will be the responsibility of the primary contact. This individual must sign this Permission Form (confirming their understanding of the Solicitation of Funds requirements) prior to receiving consideration for approval.
4. All transactions (money coming in and money going out) must be recorded on a written log and provided to the Treasurer upon request. The written log must be turned in to the Treasurer at the end of the fundraising activity. Failure to complete this requirement may result in punitive action to the primary contact identified below.
5. All disbursements made during this fund-raising activity require a receipt to document the actual cost of the products/services purchased during this fund-raising activity. All disbursements made without a receipt will be recorded and forwarded to the State Auditor's office, if appropriate.
6. The school will not be responsible for payments, losses or any other costs associated with this activity. Any losses for any reason (including loss or theft) are the personal responsibility of the primary contact.

**Date of Request** \_\_\_\_\_ **Dates of Fund-Raising Activity** \_\_\_\_\_

**Name of Primary Contact** \_\_\_\_\_

**Street Address, City, State, Zip** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Business/Cell Phone:** \_\_\_\_\_

**Name of Organization (if applicable)** \_\_\_\_\_

**Description of Fundraising Activity and Budget:** \_\_\_\_\_ **(Note: A**  
copy of a detailed budget must be submitted with this form)

**Fundraising Goal: \$** \_\_\_\_\_

**Use of Funds at Conclusion of Activity:**

**I understand my responsibilities as outlined above.** \_\_\_\_\_ **Date** \_\_\_\_\_  
 \_\_\_\_\_  
**Primary Contact**

Permission: \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_  
 Director Treasurer





# Education Plan

*Revised and Board Approved March 2019*

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## Outline overview

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- Strategies for Learning – Curriculum (***What we teach***)
- Strategies for Learning – Instructional Design (***How we teach that***)
- Adult Lifelong Learning (***How we make sure we are sticking to our strategies***)
- Model Logistics (***Necessary details for our strategies to work***)
- Community Engagement

## Educational Philosophy (How does this align to pillars on website)

Our educational philosophy is grounded in two main beliefs:

- **Learning is a lifelong developmental process.**

By this we mean that we believe learning occurs best when:

- The focus is on what the child can do, not on his/her shortcomings.
- Learning is conceptualized as a life-long, developmental process.
- Understandings are constructed by the learner over time.
- There is a regular, thoughtful and authentic assessment process that involves teachers, students, and parents and supports moving the learner forward.

- **Knowledge is socially constructed in the context of culture, experience, and community.**

By this we mean that we believe learning occurs best when:

- Students take risks in a safe, supportive, and stimulating environment.
- Learning is authentic and for meaningful purpose.
- There are explicit and high expectations of excellence, hard work, responsibility, and accountability.
- Learning is thoughtfully reflective.

Our instructional design is based on our fundamental beliefs about how individuals learn.

We believe that each individual is a capable learner who brings a unique constellation of talent, interest, experience, and cultural heritage to every learning situation. We know learning takes place best in an environment where these differences are valued and respected. Individuals in our classrooms work together to investigate topics and questions that are personally meaningful and important. Teachers and learners (both children and adults) strive together to attain the knowledge, skills and attitudes that enable them to participate powerfully in their families and their communities, both local and global. Such knowledge, skills and attitudes are broad and encompass literacy, aesthetic appreciation, social responsibility, and a deepening of the understanding of what it means to be human. The pedagogical hallmarks of a classroom with these goals at heart are shared power and choice, explicit modeling, collaboration, and direct teaching in response to observed needs and interests.



# Strategies for Learning

## Curriculum

With the development and adoption of the Ohio Learning Standards for English Language Arts, Math, Science, and Social Studies, Ohio schools have a clear statement of what Ohio school children are expected to learn and be able to demonstrate at certain benchmark points in their education. We have adopted these standards as the basis for our developmental curriculum, and as Ohio continues to revise its standards and further develops model curriculum in each content area, we will continue to re-align our own curriculum to be consistent with Ohio expectations. Per the Ohio Learning Standards, English Language Arts, Math, Science, Social Studies, the Fine Arts (Art and Music), and Physical Education are required learning in each of our schools. Each of our students is expected to attain the benchmark standards within the broad grade-level bands. However, we use a framework for instruction based on developmental stages (to be described subsequently) rather than on age-based grade levels. In other words, we expect our students to get to the same endpoints, but to get there in a different way. This “unconventional way” is, of course, the rationale for Community Schools in the first place.

Our teachers do not give equal emphasis and equal classroom time to all curricular areas in each developmental stage. **At the earliest stages (Emerging and Beginning), our greatest focus is on English Language Arts (Reading and Writing) and Mathematics. In order to be a lifelong learner and spirited citizen, our students must be competent in these areas.** Through thematic studies, teachers integrate ideas from social studies and science into classroom instruction, but the focus is on the teaching and learning of literacy and mathematics. Similarly, instruction in the arts, health and wellness, and technology are secondary to literacy and mathematics in these early stages of learning. Although the Ohio Learning Standards provide the broad outline of the skills and competencies to be developed, the students and teachers collaborate and negotiate to determine the specific foci of their inquiry.

Our emphasis on literacy and mathematics first is reflected in our Assessment Framework (Appendix C) as well as in the revised Ohio standardized testing program.

**In the later stages of development (Developing, Refining, and Applying), our students further hone literacy and mathematics skills and understandings and then use this knowledge to study science and social studies in much greater depth.** Our curriculum encourages less breadth and more depth in how students approach their studies, believing this approach is more valuable to the development of lifelong learners. In their final year at our schools, students are expected to demonstrate their attainment of the school’s mission by designing, completing, presenting, and evaluating a community service project.

Students who complete our curriculum will demonstrate the following broad exit competencies:

- Students will read fluently and understand challenging texts both for pleasure and as a means of learning and solving problems.

- Students will have an understanding of audience and purpose and of which strategies to use to communicate effectively across different media. They will feel confident speaking to small groups of people in a formal setting.
- Students will be able to use a variety of math strategies to test solutions and solve problems. They will be able to interpret and manipulate data to make better decisions in their daily lives.
- Students will be able to recognize their role as a member of the community and be able to advocate for justice for themselves and others. They will understand how communities and governments make decisions, and they will be able to work with others to effect change.
- Students will understand the value of being a lifelong learner. They will demonstrate curiosity, persistence, a willingness to experiment and make mistakes, and a drive to create and innovate.

## Social Emotional Learning

One of our most important goals in the Intergenerational Schools is to develop, support, and nurture in all learners (young and old) the school's values: Celebration of Diversity; Choice & Accountability; Innovation; Interpersonal Skills; Joyful, Independent Learning; Integrity; Shared and Responsible Use of Resources; and Work Ethic. We believe the development of these values within a person enable him or her to live, to achieve, and to practice spirited citizenship and lifelong learning.

The word "discipline" derives from a word that means "practice" or "learning." We understand that our students are learning and practicing what it means to be a member of a community every day. We support learning behavior expectations through the use of relationships, rituals, and routines. We clearly and directly communicate and teach our school rules, and we work to notice and name what is going right. Consequences are logical, consistent, and free from emotion. We eliminate the use of negative leakage with students. This means we don't scold, shame, or use sarcasm with students or adults.

We also understand that for some students the journey toward fully functioning as a learner in our community will be a challenging one. Especially for some of our youngest students, the early stages of discovering what it means to learn in a classroom and around peers is hard. This can also be true for older students who join our community late in their schooling life, having come from other schools with a different philosophy of educating and supporting students. We work together as a school team (teachers, support staff, administrators, mentors) with students and families to better understand students' strengths and needs as we support their social emotional learning and development.

Our approach to discipline and social emotional learning at The Intergenerational School is intended to develop self-control and self-discipline. We know an effective school requires that each student be accountable for the choices he or she makes about behavior. We believe that it is possible and desirable for each student to learn to make positive choices that are in the best interest of both him- or herself *and* the learning community as a whole. Our approach to discipline is intended to help students learn to accept responsibility for their choices and actions; it is not intended to be punitive to a child, though undesirable natural consequences may follow from a child's poor choices.

## Nurtured Heart Approach

We use the key elements of the Nurtured Heart Approach (NHA) to build a positive school culture. The basic foundation of this approach is focused on relationships, which perfectly aligns with our mission. We use this strengths- based positive discipline approach that has three parts: positive recognition for following rules, minimizing attention to negative behavior, and consistent consequences for breaking a rule.

This is not a distinct curriculum or an add on program. It is a social emotional *strategy* that includes **acknowledging the inherent goodness within each and every student and transforming negative behaviors into positive behaviors while strengthening the relationship between the student and teacher**. The NHA was created and developed by Howard Glasser, who has written several popular books including *Transforming the Difficult Child* (with co-author Jennifer Easley). For additional resources about Nurtured Heart, see Appendix.

## Responsive Classroom

In concert with Nurtured Heart, we use Responsive Classroom as our curriculum and approach to teaching to further support students’ social emotional development by focusing on Engaging Academics, Positive Community, Effective Management, and Developmentally Responsive Teaching. Responsive Classroom is anchored in the core belief that to be successful in and out of school, students need to learn a set of **social and emotional competencies**—cooperation, assertiveness, responsibility, empathy, and self-control—and a set of **academic competencies**—academic mindset, perseverance, learning strategies, and academic behaviors.

We believe and support the six principles that guide this approach:

1. Teaching social and emotional skills is as important as teaching academic content.
2. How we teach is as important as what we teach.
3. Great cognitive growth occurs through social interaction.
4. How we work together as adults to create a safe, joyful, and inclusive school environment is as important as our individual contribution or competence.
5. What we know and believe about our students—individually, culturally, developmentally— informs our expectations, reactions, and attitudes about those students.

The Four Domains of Responsive Classroom

Engaging Academics	Effective Management	Positive Community	Developmental Awareness
<ul style="list-style-type: none"> <li>■ Designing instruction that is active and interactive</li> <li>■ Giving clear directions</li> <li>■ Asking open-ended questions</li> <li>■ Pacing lessons and activities to keep students engaged</li> <li>■ Offering meaningful learning choices</li> <li>■ Giving high-quality feedback</li> </ul>	<ul style="list-style-type: none"> <li>■ Developing meaningful rules that connect to children’s learning goals</li> <li>■ Explicitly teaching behavioral expectations</li> <li>■ Establishing efficient routines that allow for a high degree of autonomy</li> <li>■ Intervening before behavior goes off track</li> <li>■ Providing clear, respectful, and immediate feedback when behavior does go off track</li> <li>■ Keeping the class’s learning momentum going while calmly handling disruptions</li> </ul>	<ul style="list-style-type: none"> <li>■ Building a sense of community and shared purpose during the first weeks of school</li> <li>■ Providing structures that allow students and teachers to get to know one another and appreciate differences</li> <li>■ Devising routines that provide a sense of safety and predictability</li> <li>■ Creating community traditions that nurture a sense of belonging, significance, and fun</li> </ul>	<ul style="list-style-type: none"> <li>■ Creating an organized physical environment that matches developmental needs</li> <li>■ Structuring appropriately challenging lessons</li> <li>■ Connecting learning to children’s strengths and interests</li> </ul>

6. Partnering with families—knowing them and valuing their contributions—is as important as knowing the children we teach.

All teachers and staff in our schools adopt the following core classroom practices at the heart of the Responsive Classroom approach:

- Interactive Modeling—An explicit practice for teaching procedures and routines (such as those for entering and exiting the room) as well as academic and social skills (such as engaging with the text or giving and accepting feedback).
- Teacher Language—The intentional use of language to enable students to engage in their learning and develop the academic, social, and emotional skills they need to be successful in and out of school.
- Logical Consequences—A non-punitive response to misbehavior that allows teachers to set clear limits and students to fix and learn from their mistakes while maintaining their dignity.
- Interactive Learning Structures—Purposeful activities that give students opportunities to engage with content in active (hands-on) and interactive (social) ways.

As part of our social emotional developmental curriculum, we acknowledge students’ need for frequent periods of time for both structured and unstructured movement. Our students have physical education or yoga multiple times each week, and each of our schools has time each day for outdoor recess and/or quiet choice time for students. These periods of movement and choice allow for our students to better focus and participate in the other parts of our academic day.

## Alignment with our Mission

At the Intergenerational School our mission is to ***connect, create, and guide a multigenerational community of lifelong learners and spirited citizens as we strive for academic excellence.***

Everything we do in our educational program begins with the mission. We learn together as children and adults based on our shared values and an educational philosophy informed by research on human growth and development. Because the language of our mission was deliberately chosen to reflect who we are and what we value as a school, it is worth examining the key terms in greater detail.

### **Multigenerational Community:**

- We create a community of individuals organized around the central activity of learning that transcends traditional age barriers.
- We include children, faculty and staff, family members, volunteers, and collaborating outside organizations in our community.
- We welcome learners of all ages to participate together in the learning life of the school.
- Our students learn in multi-age classrooms, where older students serve as role models and can assist younger students. Younger students can see what their own learning can and will become.
- We bring all ages together. From high schoolers and college age students who come to mentor, to our beloved senior citizens who impart their wisdom and caring, as well as

emergent preschoolers through our partnerships, the full life span is represented at TIS well beyond the traditional elementary school community of students, staff, and parents.

**Lifelong learning:**

- We strive to develop in students the tools of lifelong learning by modeling them every day as staff members and community volunteers.

**Spirited citizens:**

- We are committed to acquiring the knowledge, skills, and habits to be effective and empowered stewards of our community.
- We work together to make sound and principled decisions, and to communicate and advocate effectively for the community good. We apply our knowledge to improve our communities through service learning and other forms of community service.
- At the Intergenerational Schools we strive to exemplify a standard of excellence in school, in our partnerships, in community, and throughout our lives.

## Instructional Design

### Intergenerational Learning

One of our core beliefs is in the power and importance of intergenerational learning. Because of that belief, we are perpetually looking for opportunities to leverage intergenerational relationships to enhance learning within a nurturing and supportive community. The mentors who work with our students become another caring adult in our students' lives. But, there are mutual benefits to older and younger people engaged in an intergenerational community. Some of the value for older persons has been described as increased ability to remain productive, applied use of skills accrued over a lifetime, successful interaction with young people, development of new friendships, and decreased loneliness and isolation (Scannell and Roberts 1994). In particular, many older adults have expressed a sense of fulfillment from co-learning experiences and the chance to pass on life experiences and skills to others. In the area of literacy, for example, adults who participate in intergenerational family literacy programs show more growth in literacy skills than do adults who participate in adult only programs. The benefits to children are equally significant, as demonstrated in the many mentoring, tutoring and foster care programs across the country. The multi-age model proposed also has benefit for middle aged members of the learning community. Although the youth and seniors are the most direct participants, the middle aged teachers, researchers, parents, and members of the neighborhood are actively engaged in co-learning relationships that provide a multitude of benefits. Our schools have been recognized for and continue to evolve opportunities for intergenerational learning. Most notably, **The Intergenerational School in the Buckeye neighborhood, won the national Eisner Prize for Excellence in Intergenerational Programming in 2014.** Many programs are in place, and new ideas are continuously being actively explored and developed.

## Non-graded, multi-age groupings

Our classroom groupings are based on developmental learning stage rather than on age (i.e., grade level). Since children vary in the age at which they master skills and competencies, developmentally based classrooms in our schools span several ages. Our classrooms also incorporate adult and older adult learners who are participating in the intergenerational programming. We make decisions about how to group students based on developmental needs and learning interests. These groupings are also flexible; students may move into different groupings as learning needs evolve.

## Developmental Stages of Learning and Benchmark Indicators

In the Intergenerational Schools we organize instruction by developmental learning levels rather than by the more arbitrary age-based grade levels that are common in education. As a non-graded, developmental school, benchmarks are based on academic developmental stages that have only approximate correspondence to age/grade. Appendix A describes these approximate relationships between our clusters, stages of learning, and the Ohio K-8 curriculum.

We encourage students to progress through the developmental stages as quickly as is possible. However, we recognize that students cannot be successful if asked to learn ideas, strategies, and skills for which they are not yet developmentally ready. Our students who enter school lacking expected or desirable preparation must be given the time to acquire such prerequisite skills. Just as in other public schools, individual students may require a longer period of time to achieve a given level of proficiency. In each core curriculum area, we have established standards for what constitutes “expected progress.” Students who fail to meet such standards may stay in a stage or cluster for additional time and may require more time to complete our curriculum than the expected 9 years (Kindergarten through 8th grade).

Similarly, we have students who show accelerated learning and may progress to advanced levels more quickly than would ordinarily be expected. These students are given opportunities to study topics of interest in depth, to develop independent learning projects and/or community service learning projects and to explore advanced topics such as Algebra I.

Transition from one stage to the next can occur *at any time of year* based on demonstrated attainment of stage benchmarks (generally at an 80% to 95% standard depending on the assessment). This is in marked contrast to traditional grade levels, where grade promotion or retention occurs only at the end of an academic year and students are often moved ahead without the necessary solid foundation for success. In such a structure, children may be forced to advance when not ready or repeat a grade when they have already mastered a portion of the required curriculum. In our schools, the learning journey is appropriate and continuous for each individual.

Specific learner goals and outcomes are developed to be consistent with the State of Ohio Learning Standards, as well as with the standards written by professional educational associations (e.g., NCTM,

NCTE). Although listed here as separate content, each strand of the curriculum is interconnected and woven into other strands.

### Mastery based progression

At our schools there is no social promotion or moving ahead without being ready, rather, there is a solid foundation from which to build on meeting curriculum expectations. Our students move progressively through the stages, meeting objectives and benchmarks based on mastery, rather than simply based on birthdate and age. Mastery is determined by our benchmarks, which are annually reviewed to ensure they meet and exceed the rigor required by the Ohio Learning Standards. Because our students spend multiple years with the same teacher, after each academic year, learning starts up again where it left off, without the need to repeat a grade or accelerate to a level for which a student may not be fully prepared.

### Mentoring/apprenticeship model

The teachers, other adults (including seniors) who participate in the school and more skilled peers all provide the model of a skilled practitioner. Through demonstration, explicit modeling, and mentoring, our teachers enable each student to create closer and closer approximations to the target competency.

### Individualized learning and instruction in a workshop setting

Instruction and frequent assessment go hand in hand, so that teaching is directed to what each individual student needs to know in order to be successful on the particular task at hand. Our teachers use a workshop approach to instruction to meet the needs of the whole group, small similar-needs based groups, and individuals. Classes begin with a **minilesson** that (1) *connects* to previous learning (either as part of a unit of study or as part of the classroom curriculum), includes (2) a specific *teaching point*, an opportunity for (3) *active engagement* or practice of the teaching point, and a (4) *link* to the day's and future learning. Following the minilesson, students have extended time to **authentically practice**, whether it's reading, writing, or math. During that independent practice time, teachers *confer* with individuals, *teach small groups*, *facilitate* peer coaching, *assess* learning and respond as appropriate. Finally, learners have an opportunity to **share** with and teach their peers and other visitors to the classroom.

### Intervention and Exceptional Populations

Our unique developmental curriculum helps meet the individual learning needs of all children whether they learn differently than most others, have a disability or not, or are accelerated or 'gifted.' In this approach our educational environment supports multiple learning styles and students are not relegated to an arbitrary age- and time-based lock-step system. Learning in our schools allows for human variations as opposed to taking the form of an industrialized factory where all children are expected to master concepts at the same rate. Our goal is for each child to receive instruction exactly where they are



in their learning and move ahead at their own pace, thus eliminating the need for many of the labels that are traditionally used, and often overused, in schools.

#### Students with disabilities

Identifying and labeling a student as having a disability is a *last* step in our intervention and monitoring process. We use a tiered approach to intervention. Tier 1 and Tier 2 interventions are utilized in our classrooms based on formative assessment and close monitoring of student progress. We understand that, just as children do not learn to walk or talk at the same time, learning is also an individual process. Our classroom instruction utilizes a workshop environment so that each child is working within his/her Zone of Proximal Development as much as possible. Highly differentiated instruction is the norm. When a child is not progressing, that student receives more intensive classroom-based instruction, and more time during the school day to learn the needed skills. Our Tier 3 interventions may include additional one-to-one or small group work through the Title I program, delivered as push-in and/or pull-out intervention.

If Tier 1-3 interventions have been exhausted and the student is still not making adequate progress, we follow the formal evaluation process outlined by ODE and IDEA. Thus, we start with increasingly intensive interventions and close monitoring prior to considering a special education evaluation. We follow IDEA and adopt all procedures and practices (FAPE, confidentiality, procedural safeguards, evaluations, delivery of services, etc.) from the most current Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities. The Ohio Operating Standards identify the state requirements and federal Part B Individuals with Disabilities Education Improvement Act (IDEA) requirements that apply to the implementation of special education and related services to students with disabilities.

The evaluation process rarely discovers any information about the student that the classroom teacher does not already know in greater detail from daily individualized instruction and assessment. Moreover, even with identification and development of an Individual Education Program (IEP), our approach to instruction is generally not changed much. Since the pedagogy is based on best practice teaching and individualization, this is still the best way to teach any child, disabled, gifted or typical. Generally additional services and working with the intervention specialist are specified in the IEP as well as classroom learning objectives.

We monitor progress for special student populations through assessments linked to the developmental stage of each child, and to the student's IEP goals. Our students and their families receive written progress reports based on individual IEP goals each trimester. If students are not making progress, or if

the IEP team determines that the IEP needs revision before the yearly review, the IEP is amended so that it meets the child's specific needs.

When walking into any of our classrooms, it is rare to see every child working on the same activity or lesson. Each classroom is composed of an average of 17 students across a several year age span. This makes implementing a true inclusion model seamless. Both students without disabilities and students identified to receive Special Education support and services are working within a developmental and individualized curriculum and cannot be distinguished from one another in the classroom setting. This also helps to instill tolerance and acceptance into the school culture.

The intervention staffing at our schools depends on the number of students found eligible for Special Education services in each building and is in keeping with state mandated staffing levels. Intervention specialists work with identified students in their general education classroom, small groups, and individually, to insure progress is being made on IEP goals. They also work closely with the general education teachers since Special Education students are educated within inclusive classrooms to the full extent possible. Contracted services also include a social worker, speech therapist, school psychologist, school nurse, ESL teacher/tutor and occupational/physical therapists, based on the services specified in the IEP and/or student needs.

Our Intervention Specialists, along with at least one administrator, maintain close links to ODE's Office for Exceptional Children to ensure access to all the laws, regulations, and compliance information. Classroom teachers and the Intervention Specialist work together in as a formal team to meet the needs of all students. All our teachers have access to professional development opportunities to help tailor the curriculum to each child. In the past year, there has been an increased interest in trainings focused on using technology to accommodate various learning styles, including children with special education needs.

### English language learners

The majority of our students enter as Emerging stage learners (5-6 years old). All students are screened for language proficiency upon enrollment initially by having their families or guardians complete the Ohio Language Usage Survey. When families share that English is not the student's first language, the predominant language spoken at home is something other than English, or the student is new to the United States from a country where a language other than English is spoken, that student is then assessed using the English Language Proficiency Screener from the state of Ohio. If a student qualifies, the student's parents are notified that the child has been identified to receive language support services. If the parent agrees to allow the services, the school then implements the appropriate services to meet the English Language Proficiency Standards for listening, speaking, reading, and writing. Should a student be identified as having limited English proficiency, we seek to provide the appropriate services as determined by the screener. Part of the plan for instruction would include determining the

appropriate setting, such as push-in support within the classroom, small group instruction in or out of the classroom, or more intense newcomer support. Our teachers who provide this support and instruction within the Intergenerational School model are TESOL-certified, and the school provides partial financial support for teachers interested in this certification. Additionally, these teachers have the opportunity to attend professional development provided for teachers by the Education Service Center in Independence, as well as the annual Ohio TESOL Conference. Students who are identified and receive services are then assessed annually as part of the Ohio English Language Proficiency Assessment (OELPA). Those results are shared with families and used to determine whether or not students qualify for continued ELL support.

### Low-performing students

Each of our schools has been portfolio-based since the original school opened in 2000. Because students progress based on mastery of skills demonstrated on assessments at each stage, our teachers have long collected data to inform instruction for individual students. Recently, staff at each school has worked to develop a Response to Intervention (RTI) process for addressing students' needs when they are not making the expected growth. The staff is in the early stages of this work, but these meetings allow teachers to present a problem of practice and turn to colleagues for ideas and support when interventions are not working in homeroom classrooms. The three schools are working to have a standard form for teachers to bring to the meeting to streamline conversations and to insure teachers come to the meetings with information about interventions used in the classroom, rather than assessment information only. Our teachers are also working on developing more consistent ongoing progress monitoring practices. While all students complete sets of assessments at the beginning and end of the year, as well as some, such as NWEA MAP, at mid-year, consistent use of shared assessments for units of study that can be used to monitor student progress toward state standards and also used to inform shared conversations about instruction between teachers of the same content is a goal at each school, particularly in the area of math. These assessments will also help to support and inform the RTI process.

### Gifted Students

Our developmental curriculum allows gifted students opportunities to move ahead naturally, once they have demonstrated mastery of appropriate Learning Standards. Children are not confined to a curriculum solely based on grade level and age. Gifted students can move ahead in any academic discipline and/or dive deeper into any content areas once they have met the benchmark for their stage of learning, without 'skipping' a grade into a new class. With an individualized design all students are being met where they are in their learning and guided to the next logical step in their own educational process.

### Homeless students

In the event that our schools enroll homeless students or students in or entering foster care, each of the schools work to ensure consistency in the child's life. Staff are trained to provide educational supports and other available related opportunities as well as necessary referrals to health care, dental care, and other health and human services. Homeless and foster children will have the same access to an

education at our schools as other children. Once identified, barriers such as providing proof of residency required to enroll, will be waived until the family attains a stable residence or the necessary paperwork. Our contracted social worker provides training and assistance to teaching and administrative staff to support families in crisis, in addition to providing counseling for the child. Our team approach ensures students experience the least amount of disruption possible in these crisis situations, and that they feel supported and encouraged to accept any help that can be provided.

## Authentic and normative assessment

Since a developmental learning model requires extensive knowledge of each student, we incorporate a great deal of assessment into regular classroom activity. In the earliest years, assessment is largely of an authentic and formative nature. By this we mean: assessment happens within the The Intergenerational Schools have incorporated key elements of the Ohio Screening and Diagnostic Tests into our assessment framework. From grade level equivalent of 2 through grade 8, students are also assessed three times a year using the NWEA MAP assessment in Math, Reading and Science (for grades 5 & 8). We also use the Bridges math curriculum and assessments. We use these scores and the Linking Data spreadsheet to determine the students who may benefit from intervention. Beginning at the third grade equivalent level, our students are also assessed by state tests as required by the Ohio Department of Education. Standards of performance for all assessments are included in our benchmark expectations. Finally, students in their last year in the Intergenerational Schools are expected to write and deliver a senior speech and complete a prescribed number of community service hours in addition to meeting academic benchmarks in English Language Arts and Mathematics. Thus students must demonstrate that they have attained the goals of the mission statement as a lifelong learner and spirited citizen.

## Adult Lifelong Learning

### Evaluation

Our schools utilize the Ohio Teacher and Principal Evaluation System (OTES and OPES) to develop and evaluate teachers, principals, and assistant principals. We use multiple parts of the eTPES system, including Professional Growth and Improvement Plans, Informal Observations forms, Formal Observation Performance Rubric, Student Growth Measures, and the Final Summative Rating. Teachers are supervised and evaluated by the principal with support from the assistant principal. The principal and assistant principal are supervised and evaluated by the Director of Education for the Intergenerational Schools.

All teachers and administrators complete a Professional Growth Plan annually or are placed on an Improvement Plan if there is a concern about performance. The Professional Growth Plan allows teachers to set goals for student achievement and for professional growth according to the teacher standards for performance. Teachers write their own goals, which are approved by the principal, as well as share how they will monitor their progress toward their goal. Teachers also include what support or resources they will need to meet their goal. This becomes another way that the principal identifies needs or opportunities for professional development.

The principal in each building conducts frequent classroom walkthroughs and gives feedback for those using the Informal Observation Form available on eTPES. The principal conducts some sort of informal walkthrough observation of each teacher at least once a month. The walkthroughs typically center around a certain concept. For example, she may visit classrooms to see a particular content, such as math or writing instruction. She may also visit each classroom to see whether the board displaying learning targets is up to date.

At least twice a year each teacher also has a formal observation, which includes a pre-conference during which the teacher shares the lesson plan for the lesson the principal will observe, the formal observation performance rubric with comments and rating, and a post conference where the rubric is shared and the teacher is provided an opportunity to reflect on his or her students' learning.

### Professional Development

For 16 years the Intergenerational Schools utilized a developmental curriculum that was designed by the founders. Just as the school, the students and the staff are considered works in progress, so is the curriculum. It is a "living document" and will continue to be reviewed, revised, and improved over time. While the curriculum has largely been viewed as less than a "how to" manual, it is intended to be an empowering tool for teachers. It sets forth the broad strokes of the philosophy, pedagogy and learning, and goals and objectives of the school for this information. It is left to the teaching professionals to create the details of lesson planning that makes each classroom both consistent with the curriculum and school model, and a unique example of the curriculum being implemented.

Professional development is an area of growth for our schools. When the original school opened, it began with a small number of staff members—two the first year and four total the second year. This allowed for individual and differentiated professional development fueled by identified needs, personal interest, and individual strengths and challenges. Much of the professional development was delivered verbally with support directly from the principal, who was able to spend time in each teacher's classroom. As the school expanded from one to two and two to three, this model of professional development became increasingly challenging and ultimately impossible to keep up with.

There are a number of data sources that we use to determine the professional development needs of staff, including years of experience, staff surveys, informal and formal observations using the Ohio Teacher Evaluation System (OTES), student performance, overall school and model performance, and informal teacher response to the current challenges of the school. The professional learning of our staff members aligns with our mission of fostering lifelong learning. Professional learning in our model is delivered in a variety of formats and takes on multiple forms throughout the school day, school year, and over the summer. We regularly use three main structures to deliver professional development, in addition to other opportunities that arise throughout the year.

### Staff Meetings

Weekly staff meetings are staff learning time in all three of our schools. This time provides teachers with opportunities to engage with the Ohio Learning Standards, the testing blueprints, and the state release items; time for vertical articulation and professional learning about how concepts like number sense build from kindergarten math through middle school and high school; and time to develop understanding of the adopted curriculum and support it with fidelity of implementation.

### Cluster Meetings

In each of our schools teachers spend time in Cluster Meeting, or meeting of teachers who teach same or similar content, level, or population in the school. These groups, typically led by a Cluster Director or lead teacher, provide space for teachers to learn from one another as they co-plan for instruction, review and respond to common assessments, and problem solve and brainstorm solutions to common challenges.

### All Model Professional Development Days

At least twice yearly, staff from all three Intergenerational Schools come together in one location to learn, collaborate, and improve our effectiveness as educators.

## Model Logistics

### Properly licensed or certified teachers and staff

We strive to ensure that each of our core curriculum classes, including English Language Arts, Math, Science, and Social Studies is taught by a properly licensed teacher who holds a license in the content and level they teach. Our primary teachers and any teachers who teach third grade level students each either hold a reading endorsement, a Master's in reading, or have passed the Praxis 5203: Teaching Reading: Elementary Education.

### Class size

Based on 19 years of instructional practice in the Intergenerational Schools, we have found that a smaller number of students in each multi-age classroom is one component of students' success in our schools. As the Brookings Institute reports in their brief regarding research on class size, studies show a positive correlation between increased student achievement and class sizes of 13-17 students when compared to larger class sizes (Chingos & Whitehurst, 2011). While class size alone does not lead to student success, the other components that consistently do lead to increased student achievement rely on a smaller number of students. In his book, *Visible Learning*, meta-researcher John Hattie reviewed 138 influences on student achievement. Among the top ten positive influences that impact student

achievement? Timely and specific feedback. Our model of students staying with the same teacher for multiple years, combined with the small number of students in each classroom, means our teachers are better able to provide ongoing specific and timely feedback to their students. Because of the frequency with which they interact with their teachers and the small number of other students in their classroom, other benefits to students include an increased ability to take risks and to learn from errors, in addition to increased opportunities for teachers and families to develop lasting partnerships that positively impact students and their learning.

While there is limited research on the impact of class size, there are no studies regarding the optimum number of students for a multiage classroom. As are all teachers in the state of Ohio, our teachers are responsible for making sure their students meet or exceed the Ohio Learning Standards. Any one grade level includes English Language Arts Standards for Reading: Literature; Reading: Informational Text; Reading: Foundational Skills; Writing; Speaking; Listening; and Language, Range/Quality/Complexity. Each of these categories includes about ten individual standards. This means our teachers can have between two and three years worth of standards they are responsible for teaching, monitoring the learning of and the progression through for their classroom of students. Additionally, for our primary teachers, our recent Kindergarten Readiness Assessment results show that a majority of our primary students come to us lacking demonstrated readiness for school, requiring additional supports to meet the expectations for primary learning. Keeping class size at an average of 17 means teachers are monitoring the simultaneous teaching and learning of multiple grade levels of standards for similar ability groups of up to five to nine students within their classrooms. The ideal class size by level is 16 students for primary, 18 students for developing and refining stage, and 20 students for applying. For more resources on class size research and effective feedback, see Appendix.

## Space requirements

Learning in our classrooms looks different from traditional classrooms. Our teachers do not spend long blocks of time standing in front of the classroom with students organized in rows with eyes and ears only on the teacher. Learning in our classrooms is socially constructed, and it takes on many different forms. At times teachers gather the whole group in a meeting area for Morning Meeting, for Number Corner (calendar), for a quick mini-writing lesson based on what the class of writers need to know next, an interactive read aloud exploring theme, or to gather around a model of the Earth's gravity. Students need space for long periods of practice--reading, writing, exploring math concepts, developing science investigations, or brainstorming the best way to remind passersby moving regularly past their classroom to walk quietly. Teachers need spaces to pull together small groups of students with similar needs--whether it's around a kidney table, on a rug, or near the classroom library. Students need space to access materials and collaborate with peers. Our brand of learning requires a flexible space with room for teachers and learners to engage in a range of activities.

Our current classrooms at the three schools range between 700 and 750 square feet. Ohio requires at least 30 square feet per child in each room. This requirement assumes students are staying in one spot in tightly arranged rows, not moving around the room. This scenario does not match our model of teaching and learning. In his presentation to the Intergenerational School Boards in 2017, Cleveland



architect Robert Maschke suggested that, to allow for the collaborative nature of our classrooms, at least 50 square feet per student was optimal. Currently, our classes of 17 students means that space ranges between 41 and 44 square feet per student.

In addition to classroom space, our schools require additional space--both for Specials classes such as Physical Education, Music, and Art, as well as additional Specials classes unique to the individual schools, and for outdoor play and learning. Similar to homeroom classrooms, the learning in these spaces is social and takes on varied forms, so it needs to be flexible and easily arranged to adjust to the learning objectives. Incorporating as much PE and other movement, as well as outdoor unstructured play time, is imperative to students' learning and well-being.

## Calendar structure

When our calendar is drafted and adopted, we work to make sure that it values and addresses the needs of both our staff and the families of our students. While we believe as a leadership team in the power of a year-round school calendar, we recognize that the lack of childcare, including camps and other programming more widely available during the summer months, makes a less traditional calendar difficult or impossible for many of our families. For that same reason, as is possible, we will follow the Cleveland Metropolitan School District (CMSD) calendar for beginning and ending the schools year, for Winter and Spring Break, as well as most other major holidays.

The state of Ohio began tracking school by hours instead of days years ago. Our school days are longer than CMSD and other neighboring districts. As a result, our students and staff are in school for more hours than other districts. To account for this difference in time, we include a Fall Break in early October. Our staff work days are consistently half work/half professional development, with three all-model full professional development days each year--at the beginning, middle, and end of the school year.

## Community Engagement

Since the original Intergenerational School's inception, we have understood that family involvement is an important part of our students' and our schools' success. Because of that, we work relentlessly to connect with our families and to involve them in the academic lives of our students. Since our first school opened in 2000, we have achieved 100% parent participation in conferences each year. This is possible because our teachers are not done with conferences until they have connected with each parent or guardian. We avail ourselves in the evenings and on a Saturday, in addition to our regular working hours to try to accommodate working parents with varying shifts. If parents cannot attend during the regular conference periods, our teachers will do everything in their power to catch them at a time that works. In connection with conferences, parents are surveyed at least once per year. Each school, and the model overall, develops goals and other responses to the data collected through these surveys. The voices of our parents are an important part of our work to continuously improve.

### Engaging Families

Each of our Intergenerational Schools use multiple events and ongoing groups to engage families and the community. Each school hosts a Curriculum Night at the beginning each year. Families have the opportunity to meet and get to know their child's teacher, learn about the curriculum, and learn about the school expectations at each level. Parent Teacher Conferences, in addition to those scheduled informally, are offered in the evening, during the day on a Friday, and Saturday morning to allow an opportunity for families to participate, regardless of work schedules. Celebrations of Learning happen twice a year and are paired with the all-school music programs. Celebrations of Learning are led by students, who take their family members to their classrooms and around the school to show what they have been learning, creating, and working on at school. Community Meeting is a whole-school morning meeting that happens the last Friday of every month. Hosted by a different pair of classrooms each month, families are invited to join. At these meetings the school publicly celebrates students who have made academic gains and moved onto the next level of their learning. Family group meetings happen once a month at the school, and two meetings are offered--one in the morning and one at night to honor all work schedules. Ongoing communication also happens daily through social media, automated phone announcements sent through School Messenger, and the school's communication platform, Jupiter. Other fun activities regularly bring families into the building who may not otherwise visit school. These events include: Fathers Walk/Donuts with Dad, Muffins with Mom, Class Mystery Readers, Friendship and Franks, and Family Dance Parties.

### Engaging Community Partners

Each school works to develop a variety of partnerships with the community: elder centers, colleges, high schools, preschools, other community programming. Intergenerational programming is not restricted to the elders, even though that was our first partnership in 2002. We strive for partnerships that are mutually beneficial to both the schools and community partners. These partnerships are a part of our social curriculum and are the spirited citizens part of our mission. We have witnessed time and time again students who struggle with their peers socially who blossom with the elders and show their caring and thoughtful side. We would never have seen that were it not for the intergenerational experience.

## Conclusion for now: March 2019

In his book, *Life in a Crowded Place*, Ralph Peterson writes about the importance of community and of creating space for a sense of belonging in a complex and often disjointed place. We know that in teaching our students how to be members of our school communities how important it is to be clear with our expectations. We know that it is also true for the adult learners in our community. This Educational Plan for the Intergenerational Schools is a living document, and our intention is to be more clear about the expectations for how learning and citizenship look in our schools. The exercise of revising this document has taught us that the core values of what we are and what we have always been haven't changed. At the same time, as we continue to reflect and grow as a learning organization, we will annually revisit this document to ensure that the pillars on which we were built continue.

## Appendices: *Under Construction, Coming Fall 2019*

Page 19	Assessment Framework
20	Social Emotional Learning Resources
21	Instructional Material
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23	Model Logistics
24	Awards
25	Research participation
26	Historic test performance

# Assessment Framework

## Social Emotional Learning Resources

Nurtured Heart:

Responsive Classroom:

<https://www.responsiveclassroom.org/about/principles-practices/>

<https://youtu.be/mhV6AcBxeBc>

## Instructional Material

## Awards



## Research participation

## Historic test performance

## Model Logistics

### Space Requirements

<https://www.responsiveclassroom.org/classroom-spaces-that-work/>

<http://www.ascd.org/publications/educational-leadership/sept12/vol70/num01/Good-Feedback-Is-Targeted,-Specific,-Timely.aspx>

# Coversheet

## Health and Safety Policy Review

**Section:** IV. Consent Agenda  
**Item:** H. Health and Safety Policy Review  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 02c. Dangerous Weapons Policy.pdf  
02c. Technology and Internet Acceptable Use Policy.pdf  
02c. Tobacco Policy 5-2019.pdf  
2022-23 Health and Safety Policy-1.pdf



# Intergenerational SCHOOLS

A COMMUNITY OF LIFELONG LEARNERS

## ***Dangerous Weapons Policy***

The safety of all students, staff, volunteers, and visitors is paramount. No weapon of any sort (firearm, lighter, knife, explosive, or any other device that could be used in a way as to inflict physical/mental harm or property damage) may be on school grounds, taken on any school activity or on a school vehicle.

If a student brings or is in possession of any firearm, knife, or other dangerous or destructive device on school grounds, at any school activity, or on a school vehicle, the Assistant Principal/Principal shall expel the student for a period of one calendar year. The Assistant Principal/Principal, with concurrence of the Board of Directors, may reduce this requirement on a case-by-case basis in accordance with State Law. The School is required by Federal Law to report any such incidents to the criminal justice or juvenile delinquency systems, and may also report to local child protective services.

In compliance with state and federal laws, that requires the expulsion for not less than one year of any student who is determined to have brought a firearm to school or to have possessed a firearm at school. (20 USC 7151[b][1]; EC 48915[c][1])

Students may not bring any item that resembles a firearm but does not have the explosive characteristics of a firearm but may use a spring loaded device or air pressure to propel an object or substance. (i.e. toy guns, cap guns, BB guns, pellet guns, paper guns, finger guns).



**Intergenerational**  
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## *Technology and Internet Acceptable Use Policy*

**The use of technology and computer resources at The Intergenerational School is a revocable privilege. Failure to abide by this policy may render you ineligible to use the School's and/or personal technology and may bring additional disciplinary action.**

All users are expected to use the technology available at The Intergenerational School in a manner appropriate to the School's academic and moral goals. Technology includes, but is not limited to, cellular telephones, iPads, beepers, pagers, radios, CD/MP3/DVD players, video recorders, video games, personal data devices, computers, other hardware, electronic devices, software, Internet, e-mail and all other similar networks and devices. Users are expected to be responsible and use technology to which they have access appropriately. **Obscene, pornographic, threatening, or other inappropriate use of Technology, including, but not limited to, e-mail, instant messaging, web pages, and the use of hardware and/or software which disrupts or interferes with the safety and welfare of the School community, is prohibited**, even if such uses take place after or off School property (i.e., home, business, private property, etc.).

**Failure to adhere to this policy and the guidelines below will result in disciplinary action as outlined in the Student Code of Conduct.**

Unacceptable uses of Technology/Internet include but are not limited to:

1. Violating the conditions of federal and Ohio law dealing with students and employees' rights to privacy. Trespassing in others' folders, work, or files; copying other people's work or attempting to intrude onto other people's files; using other users' e-mail addresses and passwords.
2. Using profanity, obscenity or other language which may be offensive to another user; sending messages with derogatory or inflammatory remarks about an individual's race, sex, age, disability, religion, national origin or physical attributes via the Internet or Technology; bullying, insulting, intimidating, or attacking others; transmitting any material in violation of federal or state law.
3. Accessing profanity, obscenity, abusive, pornographic, and/ or impolite language or materials, accessing materials in violation of the Student Code of Conduct. Do not view, send or access materials that you would not want your instructors and parents to see. Should a student encounter any inappropriate materials by accident, he/she should report it to their instructors immediately.



# Intergenerational SCHOOLS

A COMMUNITY OF LIFELONG LEARNERS

4. Violating copyright laws by illegally downloading or installing music, any commercial software, shareware, or freeware. You are required to strictly comply with all licensing agreements relating to any software. All copyright laws must be respected.
5. Plagiarizing works through the Internet or other Technology. Plagiarism is taking ideas of others and presenting them as if they were original to the user.
6. Damaging Technology devices, computers, computer systems or computer networks (for example, by the creation, introduction or spreading of computer viruses, physically abusing hardware, altering source codes or software settings, etc.).
7. Using the Technology or the Internet for commercial purposes or activities, which is defined as offering or providing goods or services or purchasing goods or services for personal use, and includes, but is not limited to, the following:
  8. any activity that requires an exchange of money and/or credit card numbers;
  9. any activity that requires entry into an area of service for which the School will be charged a fee;
  10. any purchase or sale of any kind; and
  11. any use for product advertisement or political lobbying.

Neither the Internet nor any other Technology may be used for any purpose which is illegal or against the School's policies or contrary to the School's mission or best interests.

All users are expected to be responsible, courteous and thoughtful when using technology and the internet. Common sense should prevail. The use of the school computer network system should be in support of education and research, consistent with the educational mission or objectives of the school and in accordance with federal law, Ohio law and the Student Code of Conduct.

Students and Staff have no expectation of privacy with respect to the use of technology, the Internet, intranet or e-mail. The Intergenerational School monitors the online activities of students. Maintenance and monitoring of the School network system may lead to the discovery that a user has or is violating School policy or the law. **Violations of School policy, the Student Code of Conduct or the law may result in severe penalties, up to and including suspension, expulsion, and/or reporting to appropriate authorities.**





The school makes no warranties of any kind, either express or implied, that the functions or the services provided by or through the school technology system will be error-free or without defect. The school will not be responsible for any damage users may suffer, including but not limited to, loss of data, interruptions of service, or computer viruses. The school is not responsible for the accuracy or quality of the information obtained through or stored on the school system. The Intergenerational School will not be responsible for financial obligations arising through the authorized use of the system.

In accordance with the Children’s Internet Protection Act (“CIPA”), The Intergenerational School has placed a filter on its Internet access as one step to help protect its users from intentionally or unintentionally viewing inappropriate material. The school blocks the categories that are determined to be potentially inappropriate. However, families must be aware that some material accessible via the internet contains illegal, defamatory, inaccurate, or potentially offensive language and/or images. While the goal of The Intergenerational School is to use Internet resources to achieve educational goals, there is always a risk of students accessing other materials. Parents should be aware of these risks. The School will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms. The School will also educate students on cyberbullying awareness and response.

2001, Pub.L.No. 106-554 §§ 1701 et seq.

2008, Pub.L.No. 110-385, Title II, 122 Stat. 4096.

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**Lakeshore Intergenerational School**  
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216.586.3872 | LakeshoreSchool.org



# Intergenerational SCHOOLS

A COMMUNITY OF LIFELONG LEARNERS

## *Tobacco Policy*

Intergenerational School Board of Directors (the “Board”) recognizes that the use of tobacco products is a health, safety, and environmental hazard for students, employees, visitors, and school facilities. The Board believes that the use of tobacco products on school grounds, in school buildings and facilities, on school property or at school-related or school-sponsored events or on the way to/from school is detrimental to the health and safety of students, staff and visitors. The Board acknowledges that adult employees and visitors serve as role models for students. The Board recognizes that it has an obligation to promote positive role models in schools and to promote a healthy learning and working environment, free from unwanted smoke/vapor and tobacco use for the students, employees, and visitors on the school campus.

### Definitions

For the purposes of this policy, the following definitions have the following meanings:

- 1) “Electronic Smoking Device” means any electronic device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances to the user. “Electronic Smoking Device” includes any such electronic smoking device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen or any other product name or descriptor.
- 2) “Smoke or Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- 3) “Tobacco Product” means: (a) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; (b) Any electronic smoking device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to an electronic cigarette, cigar, pipe, or hookah; (c) “tobacco product” includes any component, part, or accessory of a tobacco product.
- 4) “Tobacco use” means smoking, chewing, dipping, or any other use of tobacco products, including electronic smoking devices.



# Intergenerational SCHOOLS

A COMMUNITY OF LIFELONG LEARNERS

## **Tobacco Use/Possession Prohibited**

No student, staff member or school visitor is permitted to use any Tobacco Product at any time, including non-school hours (24/7):

- in any building, facility, or vehicle used by the School for transportation
- on any school grounds and property – including athletic fields and parking lots – owned leased, rented or chartered by The Intergenerational Schools;
- at any school-sponsored or school-related event on-campus or off-campus; or

No student shall possess a tobacco product while in any school building; while on school grounds or property; or at any school-sponsored or school-related event.

In addition, school employees, school volunteers, contractors or other persons performing services on behalf of The Intergenerational Schools also are prohibited from using tobacco products at any time while on duty and in the presence of students, either on or off school grounds.

Tobacco products may be included in instructional or research activities in school buildings, if the activity is conducted or supervised by the staff member overseeing the instruction or research project, and the activity does not include smoking, chewing, or otherwise ingesting the tobacco product.

## **Enforcement for Students**

Consequences for students engaging in the prohibited behavior will be provided in accordance with the Student Code of Conduct.

## **Enforcement for Staff and Visitors**

Consequences for employees who violate the Tobacco Policy will be in accordance with personnel policies, including the employee handbook, and may include a verbal warning, written reprimand, or termination. Visitors using tobacco products will be asked to refrain while on school property or leave the premises. Law enforcement officers may be contacted to escort the person off the premises or cite the person for trespassing if the person refuses to leave the school property.



# Intergenerational SCHOOLS

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## 2022-2023 Health and Safety Policy review

### **Tobacco Use Policy (Full Policy in Board Packet)**

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### **Dangerous Weapons Policy (Full Policy in Board Packet)**

Intergenerational School Board of Directors (the “Board”) recognizes that the use of tobacco products is a health, safety, and environmental hazard for students, employees, visitors, and school facilities. The Board believes that the use of tobacco products on school grounds, in school buildings and facilities, on school property or at school-related or school-sponsored events or on the way to/from school is detrimental to the health and safety of students, staff and visitors. The Board acknowledges that adult employees and visitors serve as role models for students. The Board recognizes that it has an obligation to promote positive role models in schools and to promote a healthy learning and working environment, free from unwanted smoke/vapor and tobacco use for the students, employees, and visitors on the school campus.

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[www.intergenerationschools.org](http://www.intergenerationschools.org)

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## **Technology and Internet Acceptable Use Policy (Full Policy in Board Packet)**

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Failure to adhere to this policy and the guidelines below will result in disciplinary action as outlined in the Student Code of Conduct



# Coversheet

## Kate Foley, Educational Practice Group

**Section:** V. Education Advisory Council Report & Recommendations  
**Item:** B. Kate Foley, Educational Practice Group  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Kate Foley Board Presentation 2023 pdf.pdf





# IGS

# Board Meeting

An Improvement Process for All

April 26, 2023

Dr. Kate Anderson Foley  
The Education Policy & Practice Group  
[www.edpolicyconsulting.com](http://www.edpolicyconsulting.com)

# An Improvement Process For All Learners

*The most powerful way to improve outcomes for students is through the adults in the organization.*

## Leadership Collaborative Meetings

- The Improvement Process
- Strategies to Support and Enrich Learning
- Communities of Practice
  - Learning Targets & Success Criteria
  - Data Cycles
  - Evidence to Evaluate Impact

# The Key Practices

## **Focus**

- Leadership coaching practices
- Strategies of effective leadership coaching
- Coaching stances

## **Action**

Principals asked open-ended coaching questions to gauge their staffs' understanding of the academic and social dimensions of learning. The responses provided a baseline and informed next steps.

# Strategies to Support Learning

## Focus

- Examined the Five Types of Equity-driven Leadership Thinking
- Principals assessed their knowledge, skills, dispositions on the five types of leadership thinking which include:
  - Systems
  - Data & Design
  - Climate & Culture
  - Learnership
  - Operational

## Action

Identified a challenge, strategy, and evidence that will be used to determine improvement.

Source: *San Diego State University. "Five Types of Equity-Driven Leadership Thinking." EDL SDSU 2021 Student Handbook, 2021*

# Communities of Practice

## Focus

- Educators work together in collaborative teams rather than in isolation and take collective responsibility for student learning.
- Educators establish a guaranteed and viable curriculum that specifies the knowledge, skills and dispositions students are expected to acquire, unit by unit.
- Educators use an assessment process that includes frequent, team-developed, common formative assessments based on the guaranteed and viable curriculum.

DuFour and Reeves, 2016

# Putting It Into Action

1. The Leadership Collaborative members are engaged in action research
  - Identify an academic or social challenge in your building, department, or area of responsibility
  - Identify a professional practice that will be implemented and monitored
  - Results will be shared on May 17<sup>th</sup>
2. Principals are engaged in drafting the foundational elements of their school improvement plan that folds in equity-driven leadership thinking, coaching practices, and the community of practice structures.

# A Holistic Organization

## Strategic Planning

- Strategic planning is a dynamic process that generates a future-oriented plan for the organization.
- It is a highly engaging process that includes stakeholder voices.
- Weaknesses and threats are reframed into a result-oriented actionable plan that builds shared accountability across the organization.
- The result is a comprehensive strategic plan for driving the overall improvement process across the organization.



# Proposal

## Appreciative Inquiry

Organizations flourish when they focus on human ideals, achievements, and best practices. An Inquiry strategy will provide the frame for the intentional and collective effort. The strategy includes the following dimensions:

1. Define: Affirmative Topic for each focus area
2. Discover: Make meaning (i.e., Equity Audit)
3. Dream: Visioning and dialoging about the desired future state
4. Design: Identify the desired actions, alignment, and outcomes (organizational architecture)
5. Deliver: Innovation and metrics through which the future will be made real (organizational ideal)

*Source: The Essentials of Appreciative Inquiry: A Roadmap for Creating Positive Futures (Mohr and Watkins, 2002)*

# Impact

## Impact

The Intergenerational Schools can catalyze student outcomes, improve the academic and social dimensions of learning, and actualize its vision of the intergenerational student experience. This comprehensive process will include aligned goals, actions, and the evidence for evaluating the collective impact of the following conditions of each school and the organization:

1. General and Social Characteristics
2. Students
3. Practices
4. Resources
5. Governance



# Thank You

Kate Anderson Foley, Ph.D.

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# Coversheet

## Educational Vision Statement

**Section:** V. Education Advisory Council Report & Recommendations  
**Item:** C. Educational Vision Statement  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Educational Vision.pdf

**Vision for the IG Model/Schools: Getting Back to Our Roots**

**We believe that learning is a lifelong, developmental process (each at their own pace), and that we learn best through relationships. Within all three of our K-8 public schools:**

- Every student will receive an excellent individualized education in a vibrant multi-age and intergenerational setting.
- Students will become active drivers of their own learning, and will be inspired, interested, and engaged authentically.
- The Social Emotional dimensions of student learning are AS important as the academic dimension.
- Students are seen as individual learners (and sometimes teachers), on their own unique developmental path towards mastery.
- Students have opportunities to share and connect with their peers on their learning progress, learn from and ask each other, and also use classroom resources to independently support their work.
- Students see themselves as readers, writers, mathematicians, scientists, artists, and activists standing up for what is right.
  
- Teachers meet every student where they are and provide what they need next to move forward in meaningful ways.
- Every teacher sees the opportunities of a multi-age classroom for their students and understands how to group/partner strategically around interest, need, etc.
- Every teacher sees the potential in each student and wants to know them personally as learners.
- Every teacher sees the opportunities within intergenerational programming, inviting community members into their classrooms (including families), and taking their students out to the community.

<b>What this looks and feels like</b>	<b>What we do less or none of</b>
Teacher as Guide on the Side	Teacher as Sage on the Stage
Short whole group lessons followed by student work time which might be individual, partner, or small group while the teacher moves around to students	Lots of time in whole group direct instruction, with the teacher at the head of the class
Students authentically engaging, making choices and driving their learning process	Straight compliance, students just doing what is assigned or asked of them by the adult
Aiming for students expressing themselves and (excitedly) discussing what they are learning about with each other	Aiming for Quiet, passive learning
Students spending lots of time practicing being readers, writers, mathematicians, etc.	Students spend lots of time listening to the teacher tell them things, or on electronic exercise apps, or doing worksheets.
Using our curriculums as resources to guide teaching and learning	Using our curriculums to read word for word, providing a 'script' to deliver and follow
Allowing more advanced students (regardless of age) to assist other students in various areas (not just academic)	Fostering competition between students, only highlighting "A+" academic work and not highlighting skills like empathy and kindness.



# Coversheet

## Strategic Educational Goals and Budget

**Section:** V. Education Advisory Council Report & Recommendations  
**Item:** D. Strategic Educational Goals and Budget  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Budget Items for 23-24 2.xlsx  
Ed Strategy Initiatives and Sources of Funding.pptx

## Notice

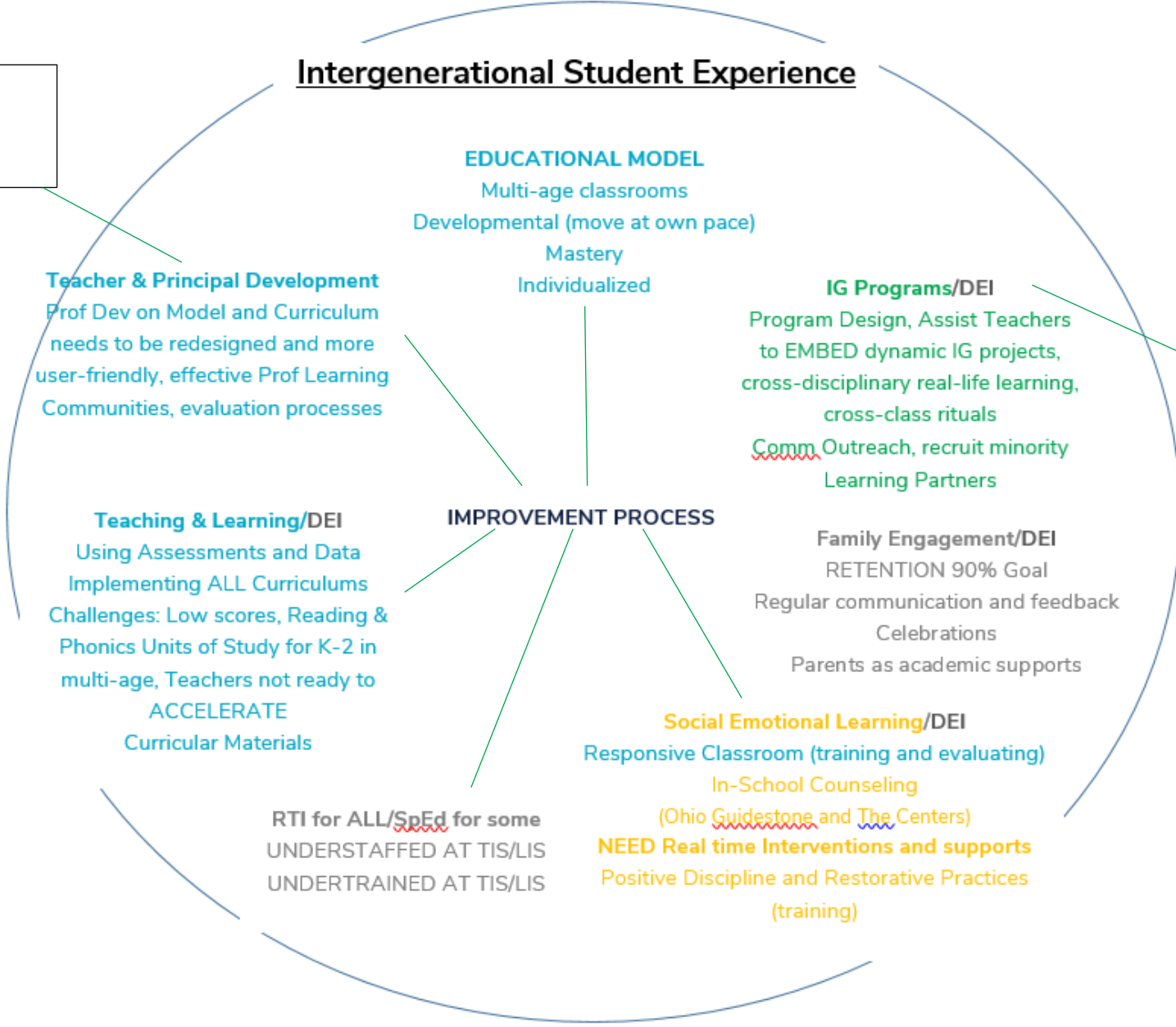
The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Budget Items for 23-24 2.xlsx



# Intergenerational Student Experience

**HR & Staffing**  
Finding the right people  
Reducing # of Sub Licenses



**Development/Marketing/Outreach**  
Sharing dynamic programs through  
-Marketing  
-Social Media  
-Website  
-Podcasting

## Corresponding Strategic Goals:

### 1. Recruiting and Hiring:

- a. Changes to Compensation Plan to allow for more \$\$ at hire (suspend 1 to 2 year Apprentice period)
- b. Invest additional resources in outside recruiting help
- c. Simplify application process and tailor to the IG model of teaching at the onset

### 2. Increase capacity and elevate **Intergenerational Programming** and align with BOTH our Teacher Professional Development and our Development & Marketing efforts

### 3. Redesign Professional Development for All

- a. Accessible, asynchronous, bite-sized, individualized resources paired with
- b. Ongoing coaching/training in real-time within the classrooms
- c. Develop our Principals to develop our teachers towards our educational model and vision, and ensure that all development and evaluation is based on progress towards that vision

### 4. Scaffold current curriculums to be more user-friendly for our teachers

### 5. Implement a **multi-layered DEI program**

- a. Student-led assessments and programming
- b. Revive DEI Board Task Force
- c. Staff recruiting from HBCU's
- d. Feasibility of providing transportation

### 6. Carry out this year's plan of hiring in-house **School Counselors** for school-based activities alongside therapeutic services of outside providers

# Investment Sources

	TIS	NW	LIS	Model	
High Quality Funding Rev	328,781	316,557	321,225	966,563	non-recurring
<b>High Quality Expenses</b>	<b>270,433</b>	<b>301,433</b>	<b>270,433</b>	<b>842,300</b>	
Remaining High Quality	58,348	15,124	50,792	124,263	Remaining
<b>Charge to ESSER</b>	<b>159,800</b>	<b>159,800</b>	<b>159,800</b>	<b>479,400</b>	Last year for funding
<b>Charge to General Operating</b>	<b>45,533</b>	<b>45,533</b>	<b>45,533</b>	<b>136,600</b>	
<b>Total Investment</b>	<b>475,767</b>	<b>506,767</b>	<b>475,767</b>	<b>1,458,300</b>	*budgeted \$783,180 on these items in '23 \$644,120 more in '24

# Coversheet

## Preliminary 23-24 Budgets

**Section:** VI. Finance  
**Item:** A. Preliminary 23-24 Budgets  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** IG - FY24 Preliminary Budget for Board 4-26-23.xlsx

## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

IG - FY24 Preliminary Budget for Board 4-26-23.xlsx

# Coversheet

## February and March Financials

**Section:** VI. Finance  
**Item:** C. February and March Financials  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** IG Network - Mar'23 Financial Summary.pdf  
TIS - Mar'23 Financial Report.pdf  
NWIS - Mar'23 Financial Report.pdf  
IGC - Mar'23 Financial Report.pdf  
LIS - Mar'23 Financial Report.pdf



## Financial Report – March 2023

<b>Key Financials (in \$000s)</b>	<b>Schools Total</b>	<b>TIS</b>	<b>NWIS</b>	<b>LIS</b>		<b>IGC</b>
YTD Core Program Net Income	(\$957)	(\$302)	(\$602)	(\$53)		(\$156)
Projected FY23 Core Program Net Income	(1,277)	(403)	(803)	(71)		(208)
Projected FY23 Core Program Budget Variance	+370	+211	(59)	+219		+93
Month-End Cash Balance	+7,371	+1,966	+3,563	+1,841		+1,256
Unrestricted Net Assets	+\$6,312	+\$1,671	+\$3,177	+\$1,464		+\$986

<b>Fiscal Health Benchmarks</b>		<b>CMSD Standard</b>	<b>TIS</b>	<b>NWIS</b>	<b>LIS</b>		<b>IGC</b>
Liquidity Ratio Index	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	5.74	6.06	4.11		4.92
Operating Cash Ratio	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	7.22 months	13.49 months	7.97 months		23.23 months
Reserve Ratio Index	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	6.14 months	12.03 months	6.34 months		18.23 months
March 2023 FTE Variance	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	97.4%	99.8%	85.0%		---

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income

### IG Finance Advisory Committee Notes

#### - FY23 Network Projections

The chart below provides the projected core program and the extraordinary revenues/expenses for TIS, NWIS, LIS and IGC for Fiscal Year 2023. Total FY23 core program revenues for all three schools are projected to be \$7,547,492 while core program expenses are projected to be \$7,593,648. After extraordinary items and ESSER funds are included, the combined year-end core program surplus is projected to be \$3,008,586. A detailed budget-to-actual analysis is included within each organization's Monthly Financial Report.

#### - Planning for Fiscal Year 2024

With the 2022-2023 school year underway, it is imperative to look ahead to the 2023-2024 school year. Establishing board priorities and goals in student learning growth, enrollment, finance, facilities, technology, etc. will help in creating a school plan for the 2023-2024 school year that is aligned to the school's long-term vision.

### Board Action Items

- 1) Identify any potential changes to Board priorities that may affect the Five-Year Forecast updates.
- 2) Continue discussions related to the need to ramp up philanthropic support.



## Financial Report – March 2023

### Key Financials:

(in \$thousands)

o YTD Core Program Net Income	(\$302)
o FY23 Core Program Projected Net Income	(\$403)
o FY23 Core Program Projected Budget Variance	+\$211
o Month-end Cash Balance	+\$1,966
o Unrestricted Net Assets	+\$1,671

### Fiscal Health:

<b>CMSD Benchmarks</b>		<b>CMSD Standard</b>	<b>TIS</b>	<b>Status</b>
<b>Liquidity Ratio Index</b>	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	5.74	Exceeds
<b>Operating Cash Ratio</b>	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	7.22 months	Exceeds
<b>Reserve Ratio Index</b>	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	6.14 months	Exceeds
<b>February 2023 FTE Variance</b>	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	97.4%	Exceeds

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income.

### Treasurer Notes:

#### o **FY23 Projection**

The Intergenerational School's FY23 Core Program deficit was (\$253,278) year-to-date. Based upon current assumptions, TIS is projected to have a Core Program deficit of (\$402,956) for the fiscal year, before ESSER funds of \$641,185. FY23 Core Program receipts are projected to be \$2,784,363, a favorable \$95,890 budget variance. FY23 Core Program disbursements are projected to be \$3,187,319 a favorable \$114,873 budget variance. As a result, TIS is expected to have a favorable \$210,763 Core Program budget variance based upon revenue and spending projections.

#### o **Planning for Fiscal Year 2024**

The planning for the 2023-2024 school year is underway. Establishing board priorities and goals in student learning growth, enrollment, finance, facilities, technology, etc. will help in creating a school plan for the 2023-2024 school year that is aligned to the school's long-term vision.

### Proposed Board Action Items:

- 1) Identify any potential changes to Board priorities that may affect the Five-Year Forecast update.
- 2) Continue discussions related to the need to ramp up philanthropic support.



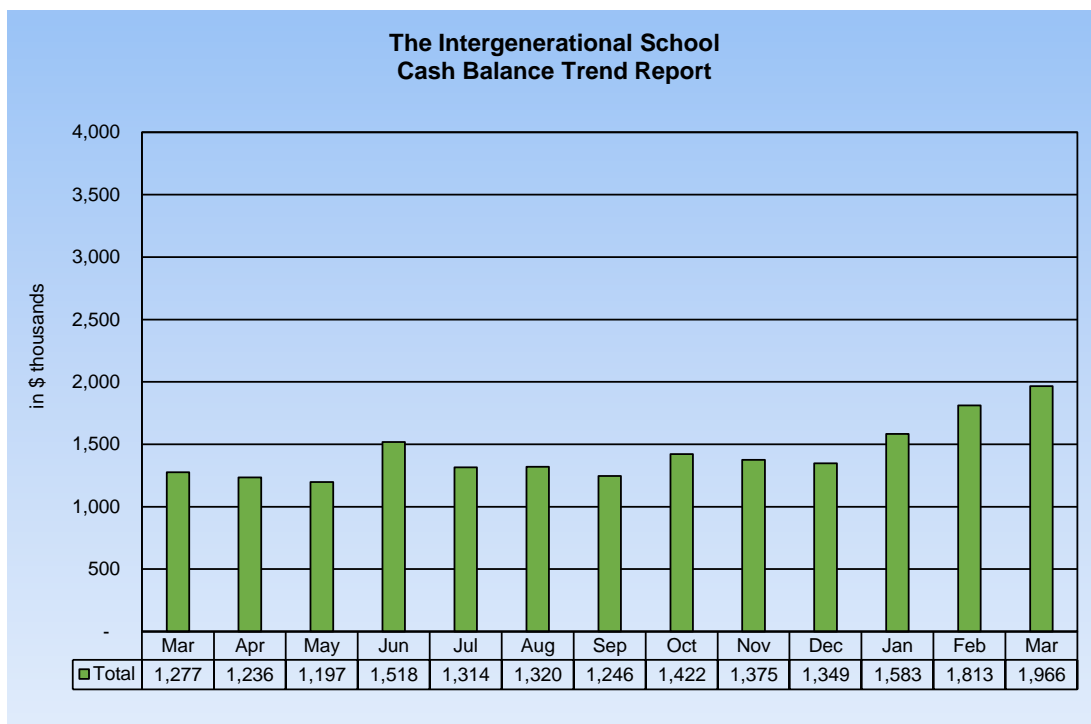


## Financial Report – March 2023

### Cash Position

The total cash balance for The Intergenerational School was \$1,966,180 at the end of March, including restricted and unrestricted funds. This represents an increase from the prior year, where the ending cash balance was \$1,277,276. The increase in February 2023 was due to Quality Community School Support Fund receipts. Cash flow trend details for the past 13 months are provided on the chart below.

MONTH END CASH BALANCE DETAIL	
<i>Unrestricted Funds</i>	
General	\$ 2,290,502
Food	(79,680)
Collaboration	1,903
IGC EE Benefits	(10,880)
IGC Expenses	(279,196)
<i>Restricted Funds</i>	
Parent	5,599
SL Video Grant	370
Donate to Cancer	222
OH Wellness Init	5,000
Sensory Room	210
Wellness	53,183
Misc Grant	2,500
Safety Grant	2,373
OCER	83
ESSER 2	(440)
ESSER 3	(10,156)
Title VI-B	(1,016)
Schoolwide	(8,657)
Athletic Fund	(5,739)
<b>Subtotal</b>	<b>\$ 43,532</b>
<b>Total</b>	<b>\$ 1,966,180</b>



### Bank Reconciliation

The table below provides a summary of The Intergenerational School reconciliation for the period ending March 31, 2023. The ending book balance was \$1,966,180 The ending bank statement balance was \$1,984,351. Outstanding checks (checks that have been sent, but not yet cashed) and deposits totaled \$18,171.

The Intergenerational School	
March 31, 2023	
<b>Book Balance</b>	
Beginning Book Balance	\$ 1,812,540
<b>Ending Book Balance</b>	<b>\$ 1,966,180</b>
<b>Bank Balance</b>	
Key Bank Balance	256,595
Erie Bank Balance	52,396
STAR Ohio Balance	1,675,359
<b>Ending Bank Balance</b>	<b>\$ 1,984,351</b>
Outstanding Checks & Deposits	18,171
<b>Reconciled Cash Balance</b>	<b>\$ 1,966,180</b>

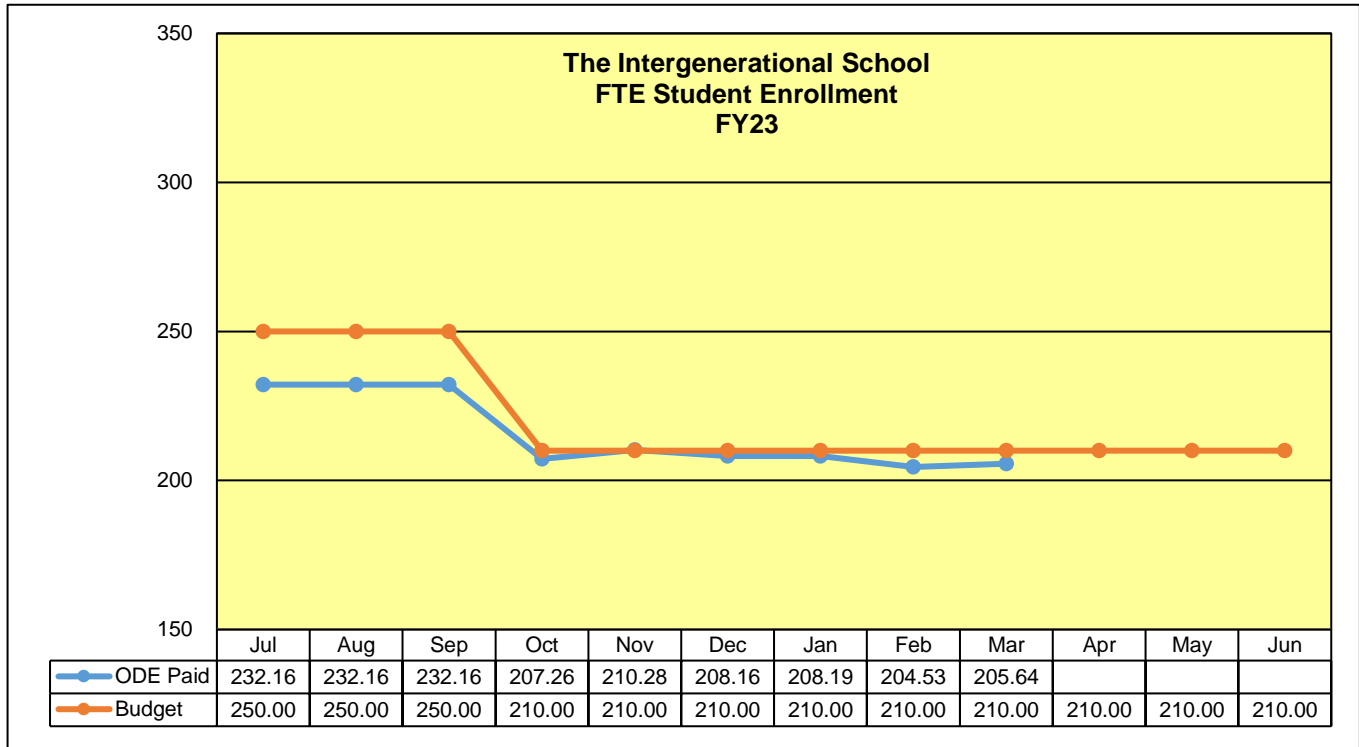
The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



## Financial Report – March 2023

### Student Enrollment

The chart below provides a trend line summary of the FY23 student enrollment compared to budgeted FY23 student Full Time Equivalent (FTE). The Oct Foundation Report reflects the change in FTE's for the new school year. The FTE totals for subsequent months will be based upon FTE student data as reported by the Ohio Department of Education through the monthly State Settlement reports. TIS enrollment was 205.64 in March, which is (4.36) FTE below budget.



### Federal Programs

The chart below provides a summary of the FY23 federal allocations for the TIS Consolidated Federal Programs (CCIP). Allocations are earmarked for salaries, benefits and professional development services. The CCIP allocation for FY23 is \$1,447,976. Disbursements have totaled \$1,285,497 year-to-date. Receipts have totaled \$1,265,228 year-to-date.

<b>The Intergenerational School CCIP - Federal Education Programs</b>					
Federal Program	Schoolwide	IDEA-B	ESSER 2	ESSER 3	Totals
<b>FY23 Allocation</b>	\$ 748,324	\$ 61,708	\$ 163,556	\$ 474,388	\$ 1,447,976
YTD Receipts	686,560	45,321	127,073	406,274	1,265,228
YTD Disbursements	695,217	46,337	127,513	416,430	1,285,497
<b>Fund Balance</b>	(8,657)	(1,016)	(440)	(10,156)	(20,269)
Encumbered Funds	53,107	15,371	36,043	57,958	162,479
Allocation Balance	\$ -	\$ -	\$ -	\$ -	\$ -

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



## Financial Report – March 2023

### FY23 Projection

The Intergenerational School's FY23 Core Program deficit was (\$253,278) year-to-date. Based upon current assumptions, TIS is projected to have a Core Program deficit of (\$402,956) for the fiscal year, before ESSER funds of \$641,185. FY23 Core Program receipts are projected to be \$2,784,363, a favorable \$95,890 budget variance. FY23 Core Program disbursements are projected to be \$3,187,319 a favorable \$114,873 budget variance. As a result, TIS is expected to have a favorable \$210,763 Core Program budget variance based upon revenue and spending projections.

	YTD Actual (1)	FY23 Projection (2)	FY23 Act + Proj	FY23 Budget (3)	Budget Variance
<b>FTE ENROLLMENT (4)</b>	204.53	204.53	204.53	210.00	(5.47)
<b>REVENUE</b>					
State Foundation (excl SPED)	\$ 1,443,176	\$ 404,111	\$ 1,847,287	\$ 1,828,757	\$ 18,531
CCIP Funding (excl Title VI-B)	152,140	35,071	187,211	202,089	(14,878)
Property Tax Levy	159,417	53,426	212,843	212,843	-
Casino	14,230	2,404	16,634	16,634	-
<b>BASE REVENUE</b>	<b>1,768,963</b>	<b>495,012</b>	<b>2,263,975</b>	<b>2,260,323</b>	<b>3,652</b>
State Foundation SPED	138,327	117,649	255,976	184,436	71,540
Title VI-B	39,250	28,429	67,679	47,381	20,298
Food Funding	44,994	91,379	136,373	136,373	-
Other Revenues	54,549	5,811	60,361	59,960	400
<b>OTHER REVENUE</b>	<b>277,121</b>	<b>243,268</b>	<b>520,388</b>	<b>428,150</b>	<b>92,238</b>
<b>TOTAL REVENUE</b>	<b>2,046,083</b>	<b>738,280</b>	<b>2,784,363</b>	<b>2,688,473</b>	<b>95,890</b>
<b>EXPENSES</b>					
Instruction Staff	(972,293)	(349,058)	(1,321,351)	(1,529,048)	207,697
Admin/Ops Staff	(501,345)	(183,523)	(684,868)	(726,166)	41,298
Purchased Services - Special Education	(46,966)	(11,827)	(58,793)	(54,011)	(4,782)
Purchased Services - Food Service	(92,264)	(43,976)	(136,240)	(136,240)	(0)
Purchased Services - Facilities	(196,775)	(59,520)	(256,295)	(250,111)	(6,184)
Purchased Services Other (excl rent)	(303,234)	(161,885)	(465,119)	(434,185)	(30,934)
Supplies	(95,164)	(80,008)	(175,172)	(133,943)	(41,229)
Other Expenses (6)	(91,319)	1,839	(89,481)	(38,488)	(50,992)
<b>TOTAL EXPENSES</b>	<b>(2,299,361)</b>	<b>(887,958)</b>	<b>(3,187,319)</b>	<b>(3,302,192)</b>	<b>114,873</b>
<b>CORE PROGRAM SURPLUS/DEFICIT</b>	<b>\$ (253,278)</b>	<b>\$ (149,678)</b>	<b>\$ (402,956)</b>	<b>\$ (613,720)</b>	<b>\$ 210,763</b>
<b>EXTRAORDINARY REVENUE &amp; EXPENSES</b>					
Rent	(53,433)	(21,403)	(74,836)	(74,836)	-
Facilities & Equipment	-	(5,000)	(5,000)	(5,000)	-
IGC Base Support	-	79,836	79,836	79,836	-
PPP Loan Forgiveness	-	-	-	-	-
HQ School Funding	328,781	-	328,781	-	328,781
<b>SURPLUS/DEFICIT after extraordinary items</b>	<b>\$ 22,070</b>	<b>\$ (96,245)</b>	<b>\$ (74,176)</b>	<b>\$ (613,720)</b>	<b>\$ 539,544</b>
ESSER	533,346	107,838	641,185	1,131,059	(489,874)
<b>SURPLUS/DEFICIT after ESSER</b>	<b>\$ 555,416</b>	<b>\$ 11,593</b>	<b>\$ 567,009</b>	<b>\$ 517,339</b>	<b>\$ 378,451</b>

Notes

- 1 YTD Actuals are cash transactions for FY23 activities for the period of 07/01/22 to 3/31/23 (excludes FY22 activity).
- 2 FY23 Projections are anticipated cash transactions for FY23 (includes FY23 accruals projected to be paid after 06/30/23).
- 3 FY23 Budget based upon the approved October approved budget.
- 4 Projected Enrollment is based on ADM as of the February State Foundation Report.
- 5 State Foundation funding reflects the Fair School Funding Plan (HB110) per ODE's February foundation report.
- 6 Other Expenses budget variance is due to Insurance

*The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.*



## Financial Report – March 2023

### Equity Position

The chart below outlines the balance sheet totals for the current and prior year months. All of the information in this financial report is based upon pre-audit estimates using available information as of April 14, 2023. GASB 68 pension liability entries are not included in this Balance Sheet Summary as they are not a legal liability for the School. This information should not be used for official financial analysis or reporting. It is provided solely for the use of the Board and Administration to facilitate future financial planning.

### The Intergenerational School Balance Sheet Summary

ASSETS	3/31/2023	3/31/2022	\$ Change
<b>Current Assets</b>			
Cash	\$ 1,966,180	\$ 1,277,276	\$ 688,904
Accounts Receivable (1)	11,613	242,035	(230,422)
IGC Receivable	53,339	69,557	(16,218)
Other Current Assets	-	-	-
<b>Total Current Assets</b>	<b>2,031,132</b>	<b>1,588,868</b>	<b>442,264</b>
<b>Non-Current Assets</b>			
Capital Assets, net	1,298,742	1,360,181	(61,439)
Other Non-Current Assets	-	-	-
<b>Total Non-Current Assets</b>	<b>1,298,742</b>	<b>1,360,181</b>	<b>(61,439)</b>
<b>TOTAL ASSETS</b>	<b>\$ 3,329,874</b>	<b>\$ 2,949,049</b>	<b>\$ 380,825</b>
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			
Accounts Payable	164,442	146,265	18,177
Wages & Benefits Payable (2)	137,255	195,982	(58,727)
Loan Payable (3)	52,411	33,937	18,474
<b>Total Current Liabilities</b>	<b>354,108</b>	<b>376,184</b>	<b>(22,076)</b>
<b>Non-Current Liabilities</b>			
Note Payable	890,511	939,453	(48,942)
Other Non-Current Liabilities	-	-	-
<b>Total Non-Current Liabilities</b>	<b>890,511</b>	<b>939,453</b>	<b>(48,942)</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 1,244,619</b>	<b>\$ 1,315,637</b>	<b>\$ (71,018)</b>
<b>NET EQUITY</b>			
<b>Net Assets</b>			
Invested in Capital Assets, net	355,820	386,791	(30,971)
Restricted	58,056	95,386	(37,330)
Unrestricted	1,671,379	1,151,235	520,144
<b>TOTAL NET ASSETS (4)</b>	<b>2,085,255</b>	<b>1,633,412</b>	<b>451,843</b>
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b>\$ 3,329,874</b>	<b>\$ 2,949,049</b>	<b>\$ 380,825</b>

#### Notes

- 1 Accounts Receivables include CCIP/Title reimbursements.
- 2 Wage and Benefits Obligations include stretch pay for teachers and payroll tax liabilities.
- 3 Proceeds from Paycheck Protection Program loan are classed as Loan Payable. The loan was 100% forgiven in Aug 2021.
- 4 Total Net Assets are preliminary estimates based upon pre-audit financial information

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



## Financial Report – March 2023

### Key Financials:

(in \$thousands)

o YTD Core Program Net Income	(\$602)
o FY23 Core Program Projected Net Income	(\$803)
o FY23 Core Program Projected Budget Variance	(\$59)
o Month-end Cash Balance	+\$3,563
o Unrestricted Net Assets	+\$3,177

### Fiscal Health:

<b>CMSD Benchmarks</b>		<b>CMSD Standard</b>	<b>NWIS</b>	<b>Status</b>
<b>Liquidity Ratio Index</b>	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	6.06	Exceeds
<b>Operating Cash Ratio</b>	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	13.49 months	Exceeds
<b>Reserve Ratio Index</b>	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	12.03 months	Exceeds
<b>February 2023 FTE Variance</b>	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	99.8%	Exceeds

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income.

### Treasurer Notes:

#### o **FY23 Projection**

Near West Intergenerational School's FY23 Core Program deficit year-to-date was (\$101,416). Based upon current revenue and expense assumptions, NWIS is projected to have a Core Program deficit of (\$802,872) for the fiscal year, before ESSER funds of \$971,381. FY23 Core Program receipts are projected to be \$2,305,047 an unfavorable (\$159,242) budget variance. FY23 Core Program disbursements are projected to be \$3,107,919, a favorable \$100,050 budget variance. As a result, NWIS is expected to have an unfavorable (\$59,192) Core Program budget variance based upon revenue and spending projections.

#### o **Planning for Fiscal Year 2024**

The planning for the 2023-2024 school year is underway. Establishing board priorities and goals in student learning growth, enrollment, finance, facilities, technology, etc. will help in creating a school plan for the 2023-2024 school year that is aligned to the school's long-term vision.

### Proposed Board Action Items:

- 1) Identify any potential changes to Board priorities that may affect the Five-Year Forecast update.
- 2) Continue discussions related to the need to ramp up philanthropic support.

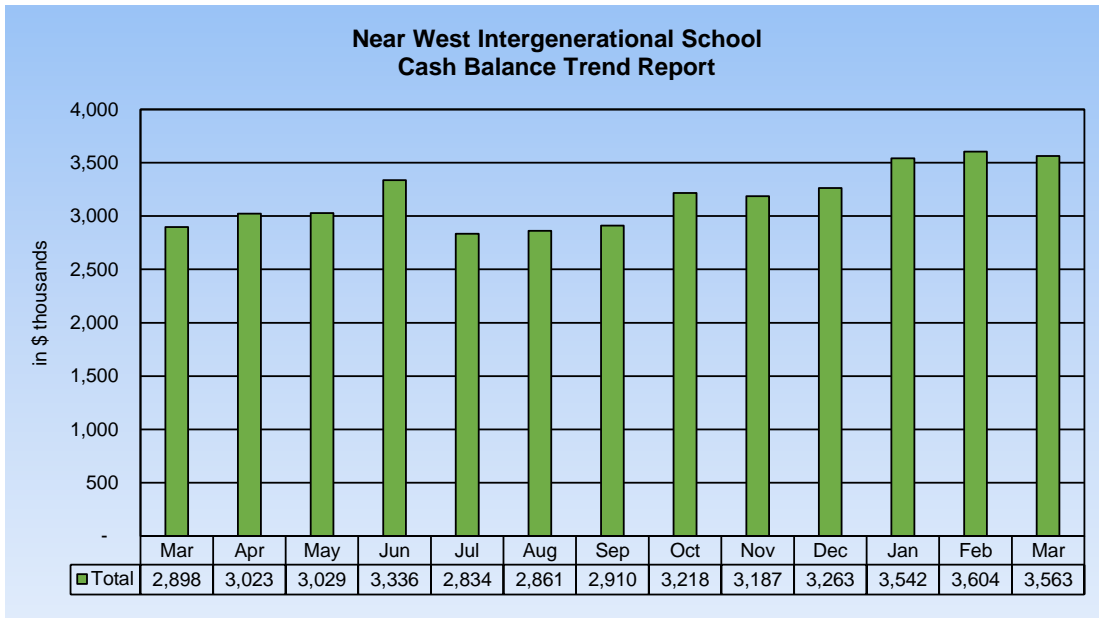


## Financial Report – March 2023

### Cash Position

The total cash balance for Near West Intergenerational School was \$3,563,470 at the end of March, including restricted and unrestricted funds. This represents a \$40,865 decrease from the prior month and an increase from last year, where the ending cash balance was \$2,898,289. The increase in Jun 2022 is the result of ESSER receipts. The increase in January 2023 is the result of High Quality Community School Funds. Based upon current revenue and expense projections, we expect the cash balance to increase slightly as building expenses from CMSD continue to accrue.

MONTH END CASH BALANCE DETAIL	
<i>Unrestricted Funds</i>	
General	\$ 3,786,159
Food	(44,838)
IGC Expenses	(96,850)
<i>Restricted Funds</i>	
Parent Group	1,974
Ohio Arts	4,920
Wellness	67,582
Safety Grant	2,500
ESSER 2	(64,237)
ESSER 3	(291,571)
Title VI-B	(598)
Schoolwide	197,419
Athletic Fund	1,009
<b>Subtotal</b>	<b>\$ (81,001)</b>
<b>Total</b>	<b>\$ 3,563,470</b>



### Bank Reconciliation

The table below provides a summary of Near West Intergenerational School reconciliation for the period ending March 31, 2023. The ending book balance was \$3,563,470. The ending bank statement balance was \$3,635,882. Outstanding deposits and checks (checks that have been sent, but not yet cashed) totaled \$72,412.

Near West Intergenerational School	
March 31, 2023	
<b>Book Balance</b>	
Beginning Book Balance	\$ 3,604,335
<b>Ending Book Balance</b>	<b>\$ 3,563,470</b>
<b>Bank Balance</b>	
Key Bank Balance	151,564
Erie Bank Balance	-
STAR Ohio Balance	3,484,318
<b>Ending Bank Balance</b>	<b>\$ 3,635,882</b>
Outstanding Checks	72,412
<b>Reconciled Cash Balance</b>	<b>\$ 3,563,470</b>

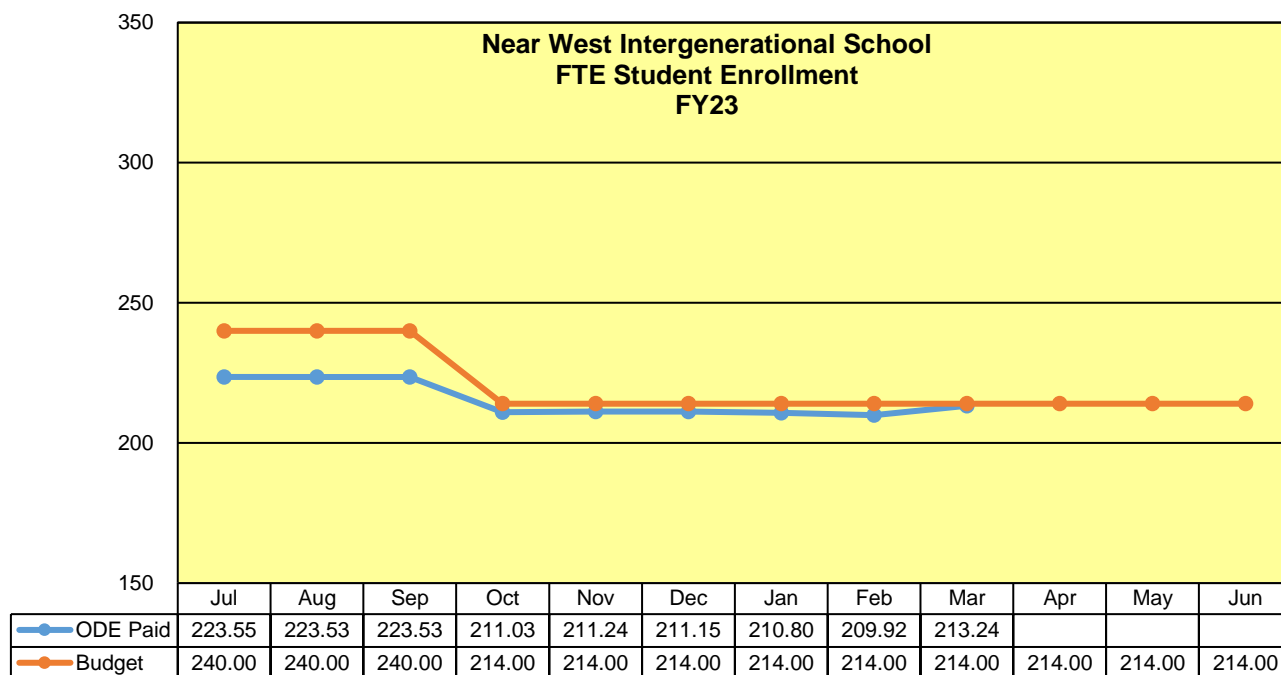
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## Financial Report – March 2023

### Student Enrollment

The chart below provides a trend line summary of the FY23 student enrollment compared to budgeted FY23 student Full Time Equivalent (FTE). The Oct Foundation Report reflects the change in FTE's for the new school year. The FTE totals for subsequent months will be based upon FTE student data as reported by the Ohio Department of Education through the monthly State Settlement reports. NWIS enrollment was 213.24 FTE in January, which is (0.76) FTE below budget.



### Federal Programs

The chart below provides a summary of the FY23 federal allocations for NWIS Consolidated Federal Programs (CCIP). Allocations are earmarked for salaries, benefits, and professional development services. The CCIP allocation for FY23 is \$1,643,827. Disbursements have totaled \$1,288,946 year-to-date. Receipts have totaled \$1,129,959 year-to-date.

<b>Near West Intergenerational School CCIP - Federal Education Programs</b>					
Federal Program	Schoolwide	IDEA-B	ESSER 2	ESSER 3	Totals
<b>FY23 Allocation</b>	\$ 607,299	\$ 65,026	\$ 101,421	\$ 869,960	<b>\$ 1,643,706</b>
YTD Receipts	619,639	47,470	56,531	406,319	<b>1,129,959</b>
YTD Disbursements	422,220	48,068	120,768	697,890	<b>1,288,946</b>
<b>Fund Balance</b>	197,419	(598)	(64,237)	(291,571)	<b>(158,987)</b>
Encumbered Funds	185,079	16,958	(19,347)	172,070	<b>354,760</b>
Allocation Balance	\$ -	\$ -	\$ -	\$ -	<b>\$ -</b>

*The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.*





## Financial Report – March 2023

### FY23 Projection

Near West Intergenerational School's FY23 Core Program deficit year-to-date was (\$101,416). Based upon current revenue and expense assumptions, NWIS is projected to have a Core Program deficit of (\$802,872) for the fiscal year, before ESSER funds of \$971,381. FY23 Core Program receipts are projected to be \$2,305,047 an unfavorable (\$159,242) budget variance. FY23 Core Program disbursements are projected to be \$3,107,919, a favorable \$100,050 budget variance. As a result, NWIS is expected to have an unfavorable (\$59,192) Core Program budget variance based upon revenue and spending projections.

	YTD Actual (1)	FY23 Projection	FY23 Act + Proj	FY23 Budget (3)	Budget Variance
<b>FTE ENROLLMENT (4)</b>	213.48	213.48	213.48	214.00	(0.52)
<b>REVENUE</b>					
State Foundation (excl SPED) (5)	\$ 1,285,198	\$ 227,321	\$ 1,512,519	\$ 1,740,190	\$ (227,671)
CCIP Funding (excl Title VI-B)	152,408	0	152,408	151,630	778
Property Tax Levy	112,773	44,480	157,253	157,253	-
Casino	14,163	1,561	15,724	15,724	-
<b>BASE REVENUE</b>	<b>1,564,541</b>	<b>273,362</b>	<b>1,837,904</b>	<b>2,064,797</b>	<b>(226,893)</b>
State Foundation SPED	181,213	13,666	194,879	241,617	(46,738)
Title VI-B	39,377	25,648	65,025	56,075	8,950
Food Funding	46,033	43,967	90,000	90,000	-
Other Revenues (6)	115,439	1,800	117,239	11,800	105,439
<b>OTHER REVENUE</b>	<b>382,062</b>	<b>85,081</b>	<b>467,143</b>	<b>399,492</b>	<b>67,651</b>
<b>TOTAL REVENUE</b>	<b>1,946,603</b>	<b>358,443</b>	<b>2,305,047</b>	<b>2,464,289</b>	<b>(159,242)</b>
<b>EXPENSES</b>					
Instruction Staff	(1,156,259)	(485,385)	(1,641,643)	(1,705,542)	63,899
Admin/Ops Staff	(288,716)	(133,005)	(421,721)	(572,239)	150,518
Purchased Services - Special Education	(128,543)	(10,080)	(138,623)	(104,000)	(34,623)
Purchased Services - Food Service	(77,202)	(34,662)	(111,864)	(111,283)	(581)
Purchased Services - Facilities	(92,171)	(136,864)	(229,035)	(166,392)	(62,643)
Purchased Services Other (excl rent)	(223,401)	(161,172)	(384,573)	(368,903)	(15,670)
Supplies	(67,551)	(83,519)	(151,070)	(150,222)	(848)
Other Expenses	(14,177)	(15,213)	(29,389)	(29,387)	(2)
<b>TOTAL EXPENSES</b>	<b>(2,048,019)</b>	<b>(1,059,899)</b>	<b>(3,107,919)</b>	<b>(3,207,969)</b>	<b>100,050</b>
<b>CORE PROGRAM SURPLUS/DEFICIT</b>	<b>\$ (101,416)</b>	<b>\$ (701,456)</b>	<b>\$ (802,872)</b>	<b>\$ (743,680)</b>	<b>\$ (59,192)</b>
<b>EXTRAORDINARY REVENUE &amp; EXPENSES</b>					
Rent	(26,250)	(8,750)	(35,000)	(35,000)	-
Facilities & Equipment	-	(26,010)	(26,010)	(26,010)	-
IGC Base Support	-	61,010	61,010	61,010	-
PPP Loan Forgiveness	-	-	-	-	-
HQ School Funding	316,557	-	316,557	66,300	250,257
<b>SURPLUS/DEFICIT after extraordinary items</b>	<b>\$ 188,891</b>	<b>\$ (675,206)</b>	<b>\$ (486,315)</b>	<b>\$ (677,380)</b>	<b>\$ 191,065</b>
ESSER	418,404	552,976	971,381	971,188	193
<b>SURPLUS/DEFICIT after ESSER</b>	<b>\$ 607,295</b>	<b>\$ (122,230)</b>	<b>\$ 485,066</b>	<b>\$ 293,808</b>	<b>\$ 441,515</b>

#### Notes

- YTD Actuals are cash transactions for FY23 activities for the period of 07/01/22 to 3/31/23 (excludes FY22 activity).
- FY23 Projections are anticipated cash transactions for FY23 (includes FY23 accruals projected to be paid after 06/30/23).
- FY23 Budget based upon the approved October 2022 Five-Year Forecast.
- Projected Enrollment is based on actual enrollment as of the February State Foundation Payment Report
- State Foundation funding reflects the Fair School Funding Plan (HB110) per ODE's February foundation report.
- Other Revenue variance is due to Medicaid Receipts of \$46k

*The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.*





## Financial Report – March 2023

### Equity Position

The chart below outlines the balance sheet totals for the current and prior year months. All of the information in this financial report is based upon pre-audit estimates using available information as of April 14, 2023. GASB 68 pension liability entries are not included in this Balance Sheet Summary as they are not a legal liability for the School. This information should not be used for official financial analysis or reporting. It is provided solely for the use of the Board and Administration to facilitate future financial planning.

#### Near West Intergenerational School Balance Sheet Summary

ASSETS	3/31/2023	3/31/2022	\$ Change
<b>Current Assets</b>			
Cash	\$ 3,563,470	\$ 2,898,289	\$ 665,181
Accounts Receivable (1)	306,861	71,822	235,039
IGC Receivable	26,850	26,250	600
Other Current Assets	-	-	-
<b>Total Current Assets</b>	<b>3,897,181</b>	<b>2,996,361</b>	<b>900,820</b>
<b>Non-Current Assets</b>			
Capital Assets, net	43,712	55,009	(11,297)
Other Non-Current Assets	-	-	-
<b>Total Non-Current Assets</b>	<b>43,712</b>	<b>55,009</b>	<b>(11,297)</b>
<b>TOTAL ASSETS</b>	<b>\$ 3,940,892</b>	<b>\$ 3,051,370</b>	<b>\$ 889,522</b>
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			
Accounts Payable (2)	494,170	1,012,246	(518,076)
Wages & Benefits Payable (3)	148,520	190,174	(41,654)
Loan Payable	-	-	-
<b>Total Current Liabilities</b>	<b>642,690</b>	<b>1,202,420</b>	<b>(559,730)</b>
<b>Non-Current Liabilities</b>			
Note Payable	-	-	-
Other Non-Current Liabilities	-	-	-
<b>Total Non-Current Liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 642,690</b>	<b>\$ 1,202,420</b>	<b>\$ (559,730)</b>
<b>NET EQUITY</b>			
<b>Net Assets</b>			
Invested in Capital Assets, net	43,712	55,009	(11,297)
Restricted	77,895	106,066	(28,171)
Unrestricted	3,176,596	1,687,875	1,488,721
<b>TOTAL NET ASSETS (4)</b>	<b>3,298,202</b>	<b>1,848,950</b>	<b>1,449,252</b>
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b>\$ 3,940,892</b>	<b>\$ 3,051,370</b>	<b>\$ 889,522</b>

#### Notes

- 1 Accounts Receivables include CCIP/Title reimbursements and FY20 Medicaid settlement
- 2 Accounts Payable includes estimates for Fair School Funding plan overpayments (\$205k).
- 3 Wage and Benefits Obligations include stretch pay for teachers and payroll tax liabilities.
- 4 Total Net Assets are preliminary estimates based upon pre-audit financial information

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.

## Financial Report – March 2023

### Key Financials:

(in \$thousands)

o YTD Net Income	(\$156)
o FY23 Projected Net Income	(\$208)
o FY23 Projected Budget Variance	+\$93
o Month-end Cash Balance	+\$1,256
o Unrestricted Net Assets	+\$986

### Fiscal Health:

<b>Benchmarks</b>		<b>IGC</b>
<b>Liquidity Ratio Index</b>	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	4.92
<b>Operating Cash Ratio</b>	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	23.23 months
<b>Reserve Ratio Index</b>	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	18.23 months

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income.

### Treasurer Notes:

o **FY23 Projection**

Intergenerational Cleveland's FY23 Core Program surplus year-to-date was \$189,461. Based upon current assumptions, IGC is projected to have an operating surplus of \$177,203 for the fiscal year. FY23 Core Program revenues are projected to be \$441,299, a favorable \$2,799 budget variance. FY23 Core Program expenses are projected to be \$264,096, a favorable \$90,078 budget variance. As a result, the operating income for IGC is expected to be a favorable \$92,877 budget variance based upon current year-end revenue and spending projections.

o **Cash Flow**

The cash balance for IGC decreased by \$47,144 from \$1,303,334 to \$1,256,190 in March. Near-term cash balances are expected to decrease based on projected operating expenses and expected fundraising.

### Proposed Board Action Items:

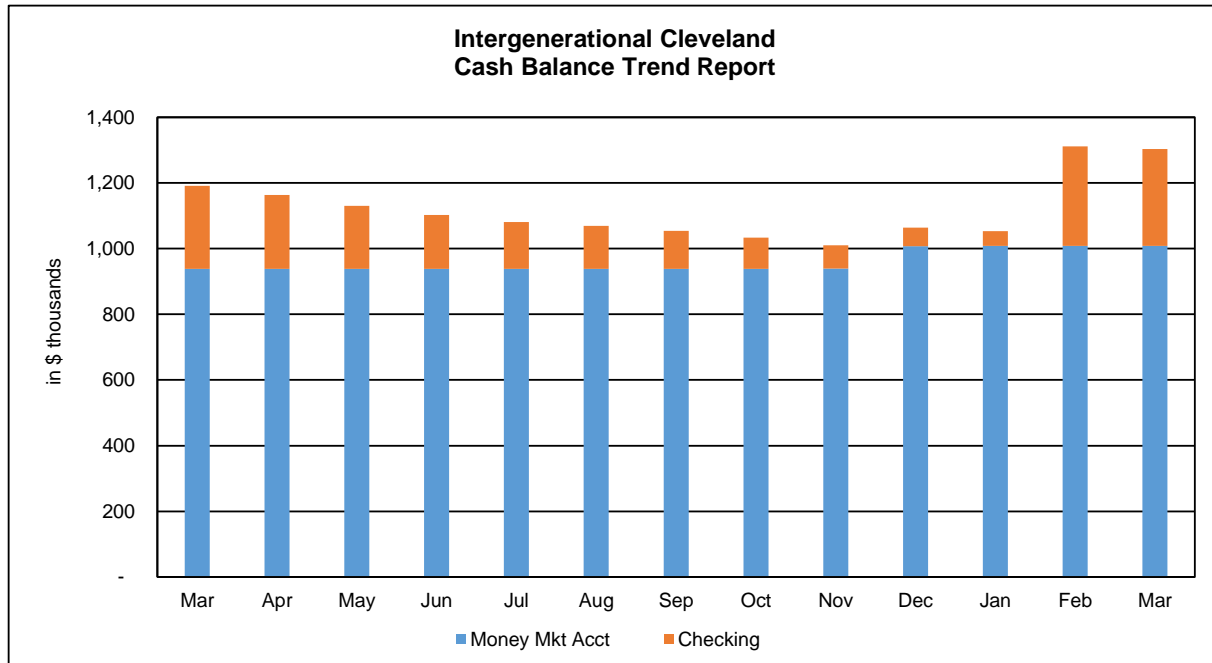
- 1) Continue planning related to IGC long-term financial goals, including specific benchmarks related to revenue generation and/or expenses reduction objectives for FY23.



## Financial Report – March 2023

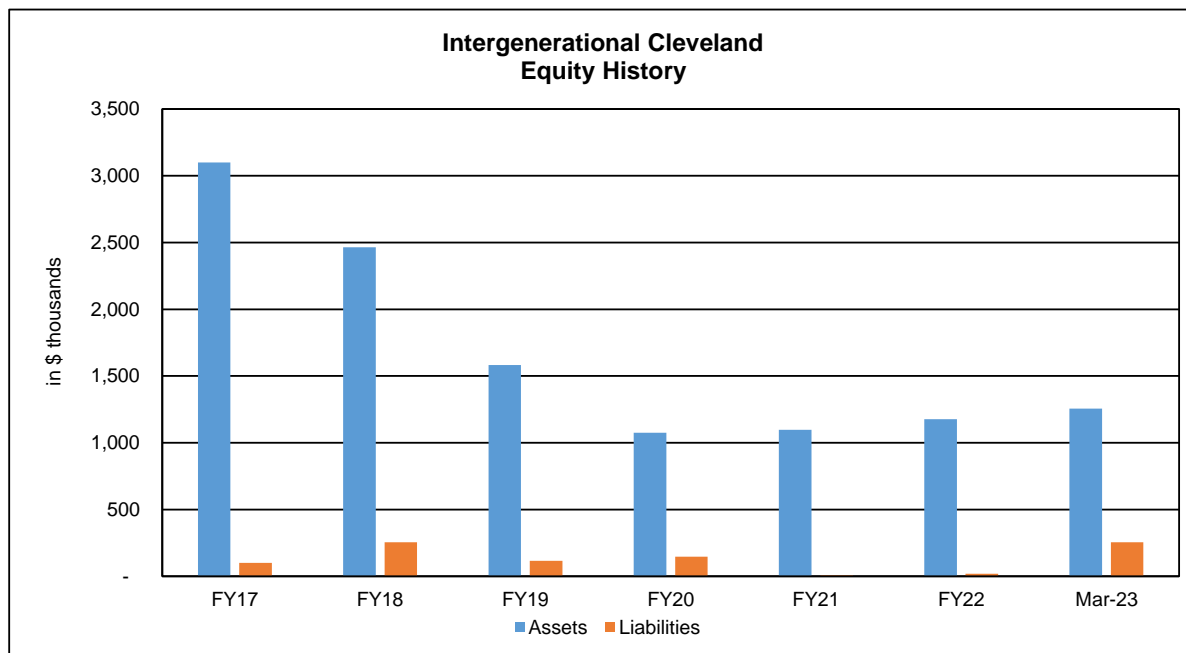
### Cash Position

The chart below provides the month-end cash balances for IGC over the past 13 months. Cash balances are expected to decrease during the remainder of Fiscal Year based on the current operating revenue and expense projections.



### Equity Position History

The chart below outlines the IGC balance sheet totals based upon prior financial reports for Fiscal Year 2017 through Oct 2022. Both assets and liabilities reduced significantly during FY17 to FY20 as a result of Base Support distributions to the schools. FY22 & Oct 2022 is based upon pre-audit financials.



The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



## Financial Report – March 2023

### **FY23 Projection**

Intergenerational Cleveland's FY23 Core Program surplus year-to-date was \$189,461. Based upon current assumptions, IGC is projected to have an operating surplus of \$177,203 for the fiscal year. FY23 Core Program revenues are projected to be \$441,299, a favorable \$2,799 budget variance. FY23 Core Program expenses are projected to be \$264,096, a favorable \$90,078 budget variance. As a result, the operating income for IGC is expected to be a favorable \$92,877 budget variance based upon current year-end revenue and spending projections.

	YTD Actual (1)	FY23 Projection	FY23 Act + Proj	FY23 Budget (3)	Budget Variance
<b>REVENUE</b>					
Direct Support	\$ 323,660	\$ 41,340	\$ 365,000	\$ 365,000	\$ -
School Revenues	-	73,500	73,500	73,500	-
Other Revenues	1,770	1,029	2,799	-	2,799
<b>TOTAL REVENUE</b>	<b>325,430</b>	<b>115,869</b>	<b>441,299</b>	<b>438,500</b>	<b>2,799</b>
<b>EXPENSES</b>					
Admin/Ops Staff	(30,482)	(20,800)	(51,282)	(63,000)	11,718
Purchased Services (excl rent)	(101,017)	(99,749)	(200,766)	(283,074)	82,308
Supplies	(65)	(1,185)	(1,250)	(1,250)	-
Other Expenses	(4,405)	(6,393)	(10,798)	(6,850)	(3,948)
<b>TOTAL EXPENSES</b>	<b>(135,969)</b>	<b>(128,127)</b>	<b>(264,096)</b>	<b>(354,174)</b>	<b>90,078</b>
<b>CORE PROGRAM SURPLUS/DEFICIT</b>	<b>\$ 189,461</b>	<b>\$ (12,258)</b>	<b>\$ 177,203</b>	<b>\$ 84,326</b>	<b>\$ 92,877</b>
<b>EXTRAORDINARY REVENUE &amp; EXPENSES</b>					
IGC Base Support (4)	-	(384,846)	(384,846)	(385,000)	154
PPP Loan Forgiveness	-	-	-	-	-
<b>SURPLUS/DEFICIT after extraordinary item</b>	<b>\$ 189,461</b>	<b>\$ (397,104)</b>	<b>\$ (207,643)</b>	<b>\$ (300,674)</b>	<b>\$ 93,031</b>

#### Notes

- 1 YTD Actuals are cash transactions for FY23 activities for the period of 07/01/22 to 3/31/23 (excludes FY22 activity).
- 2 FY23 Projections are anticipated cash transactions for remaining FY23 activity (includes FY23 accruals to be paid/received after 06/30/23).
- 3 FY23 Budget is based upon management's preliminary budget.
- 4 Projected IGC Donations are based upon contributions toward Rent/Mortgage, Facilities & Equipment.



## Financial Report – March 2023

### Equity Position

The chart below outlines the balance sheet totals for the current and prior year months. All of the information in this financial report is based upon pre-audit estimates using available information as of April 14, 2023. This information should not be used for official financial analysis or reporting. It is provided solely for the use of the Board and Administration to facilitate future financial planning.

### Intergenerational Cleveland Balance Sheet Summary

ASSETS	3/31/2023	3/31/2022	\$ Change
<b>Current Assets</b>			
Cash	\$ 1,256,190	\$ 1,163,449	\$ 92,741
Accounts Receivable (1)	-	-	-
Intranetwork Receivable	-	1,252	(1,252)
Other Current Assets	-	9,332	(9,332)
<b>Total Current Assets</b>	<b>1,256,190</b>	<b>1,174,033</b>	<b>82,157</b>
<b>Non-Current Assets</b>			
Capital Assets, net	101	273	(172)
Other Non-Current Assets	-	-	-
<b>Total Non-Current Assets</b>	<b>101</b>	<b>273</b>	<b>(172)</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,256,290</b>	<b>\$ 1,174,306</b>	<b>\$ 81,984</b>
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			
Accounts Payable	249,723	312,184	(62,461)
Wages & Benefits Payable	5,635	14,756	(9,121)
Other Current Liabilities	-	-	-
<b>Total Current Liabilities</b>	<b>255,358</b>	<b>326,940</b>	<b>(71,582)</b>
<b>Non-Current Liabilities</b>			
Note Payable	-	-	-
Other Non-Current Liabilities	-	-	-
<b>Total Non-Current Liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 255,358</b>	<b>\$ 326,940</b>	<b>\$ (71,582)</b>
<b>NET EQUITY</b>			
<b>Net Assets</b>			
Invested in Capital Assets, net	101	273	(172)
Restricted	15,000	15,000	-
Unrestricted	985,832	832,093	153,739
<b>TOTAL NET ASSETS (2)</b>	<b>1,000,932</b>	<b>847,366</b>	<b>153,566</b>
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b>\$ 1,256,290</b>	<b>\$ 1,174,306</b>	<b>\$ 81,984</b>

#### Notes

- 1 Accounts Payable include support payments receivable by network schools.
- 2 Total Net Assets are preliminary estimates based upon pre-audit financial information.

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



## Financial Report – March 2023

### Key Financials:

(in \$thousands)

o YTD Core Program Net Income	(\$53)
o FY23 Core Program Projected Net Income	(\$71)
o FY23 Core Program Projected Budget Variance	+\$219
o Month-end Cash Balance	+\$1,841
o Unrestricted Net Assets	+\$1,464

### Fiscal Health:

<b>CMSD Benchmarks</b>		<b>CMSD Standard</b>	<b>LIS</b>	<b>Status</b>
<b>Liquidity Ratio Index</b>	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	4.11	Exceeds
<b>Operating Cash Ratio</b>	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	7.97 months	Exceeds
<b>Reserve Ratio Index</b>	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	6.34 months	Exceeds
<b>February 2023 FTE Variance</b>	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	85.0%	5% Below Benchmark

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income.

### Treasurer Notes:

#### o **FY23 Projection**

Lakeshore Intergenerational School's FY23 Core Program surplus was \$21,605 year-to-date. Based upon current revenue and expense assumptions, LIS is projected to have a Core Program deficit of (\$289,388) for the fiscal year, before ESSER funds of \$475,999. FY23 Core Program receipts are projected to be \$2,458,082, a favorable \$3 budget variance. FY23 Core Program disbursements are projected to be \$2,528,799, a favorable \$218,668 budget variance. As a result, LIS is expected to have a favorable \$218,671 Core Program budget variance based upon revenue and spending projections.

#### o **Planning for Fiscal Year 2024**

The planning for the 2023-2024 school year is underway. Establishing board priorities and goals in student learning growth, enrollment, finance, facilities, technology, etc. will help in creating a school plan for the 2023-2024 school year that is aligned to the school's long-term vision.

### Proposed Board Action Items:

- 1) Identify any potential changes to Board priorities that may affect the Five-Year Forecast update.
- 2) Continue discussions related to the need to ramp up philanthropic support.

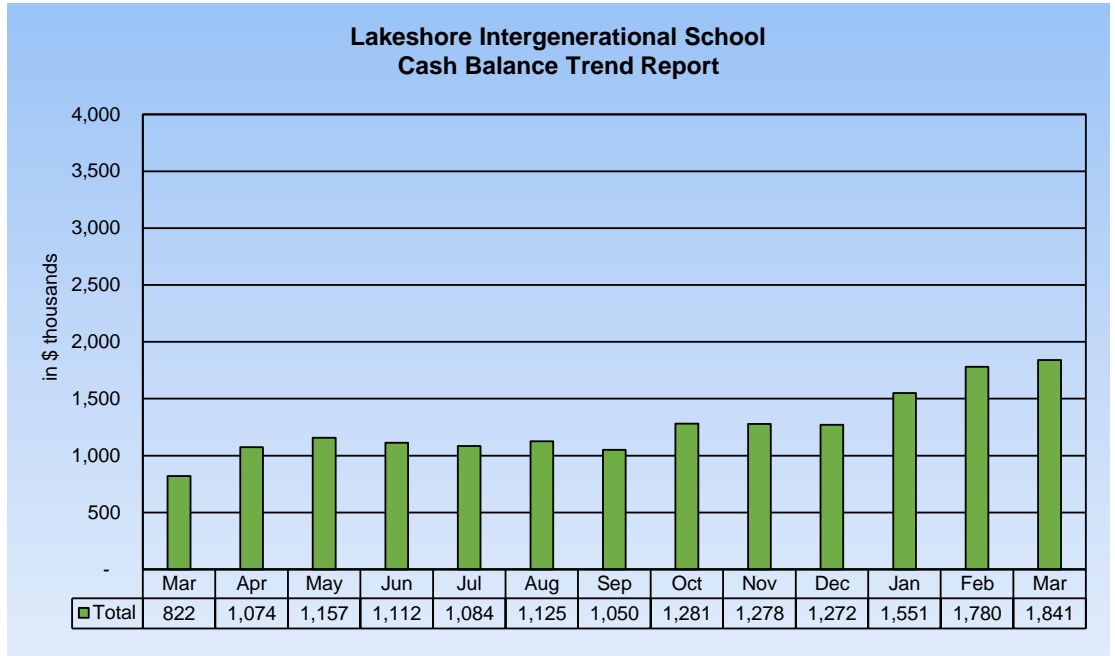


## Financial Report – March 2023

### Cash Position

The total cash balance for Lakeshore Intergenerational School was \$1,841,239 at the end of March, including restricted and unrestricted funds. This represents a \$61,432 increase from the prior month, and an increase from last year, where the ending cash balance was \$821,830. Cash flow increased in January as due to the receipt of High Quality Community School funds. Cash flow trend details for the past 13 months are provided on the chart below.

MONTH END CASH BALANCE DETAIL	
<i>Unrestricted Funds</i>	
General	\$ 2,438,857
Food	(83,994)
IGC Expenses	(560,348)
<i>Restricted Funds</i>	
Collaboration	1,200
Parent/Yearbk	2,435
Wellness	33,318
Misc Grant	2,500
Safety Grant	2,500
ESSER 3	(2,485)
Title VI-B	(575)
Title I - SQI	18,600
Schoolwide	(6,208)
EOEC	(74)
Athletic Fund	(4,487)
<b>Subtotal</b>	<b>\$ 46,725</b>
<b>Total</b>	<b>\$ 1,841,239</b>



### Bank Reconciliation

The table below provides a summary of Lakeshore Intergenerational School reconciliation for the period ending March,31 2023. The ending book balance was \$1,841,239. The ending bank statement balance was \$1,852,071. Outstanding checks (checks that have been sent, but not yet cashed) totaled \$10,832.

<b>Lakeshore Intergenerational School</b>	
March 31, 2023	
<b>Book Balance</b>	
Beginning Book Balance \$	1,779,807
<b>Ending Book Balance</b>	<b>\$ 1,841,239</b>
<b>Bank Balance</b>	
Key Bank Balance	205,118
Erie Bank Balance	-
STAR Ohio Balance	1,646,953
<b>Ending Bank Balance</b>	<b>\$ 1,852,071</b>
Outstanding Checks	10,832
<b>Reconciled Cash Balance</b>	<b>\$ 1,841,239</b>

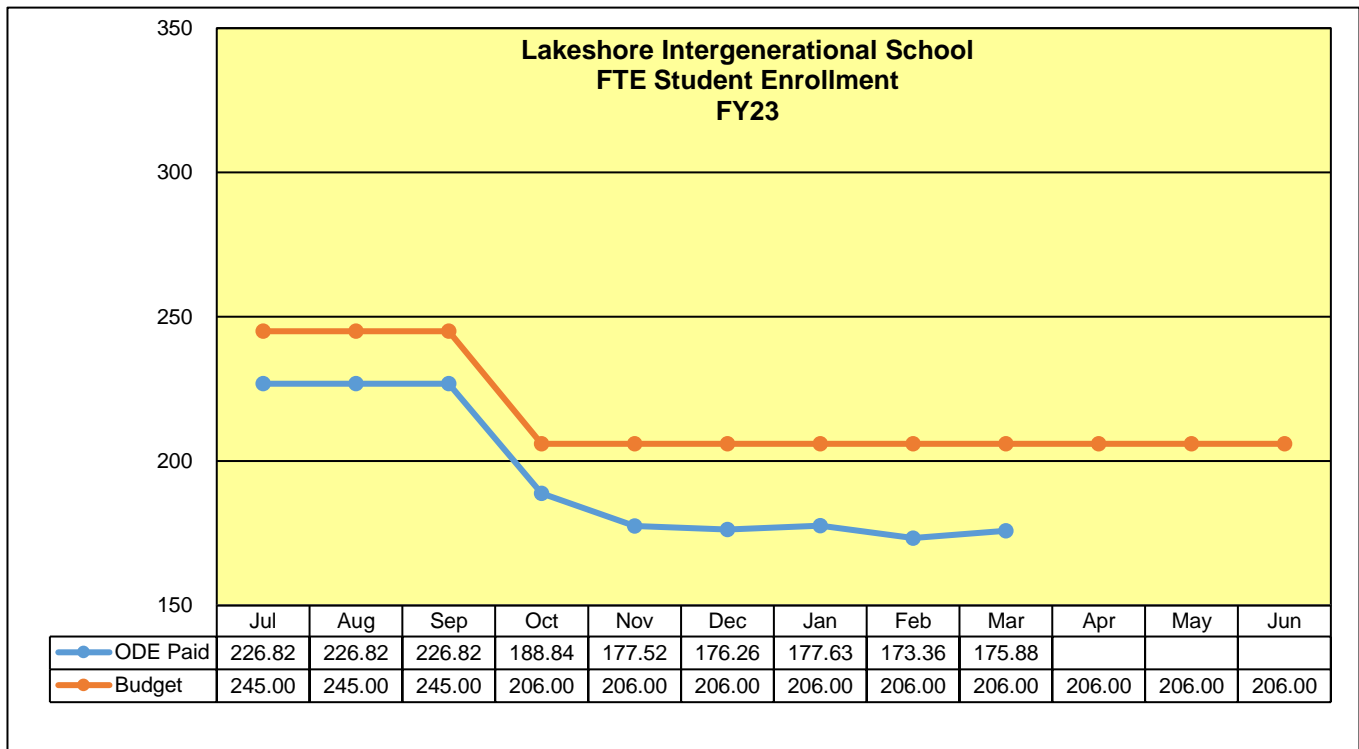
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## Financial Report – March 2023

### Student Enrollment

The chart below provides a trend line summary of the FY23 student enrollment compared to budgeted FY23 student Full Time Equivalent (FTE). The Oct Foundation Report reflects the change in FTE's for the new school year. The FTE totals for subsequent months are based upon FTE student data as reported by the Ohio Department of Education through the monthly State Settlement reports. LIS enrollment was 175.88 FTE in January which is (30.12) FTE below budget.



### Federal Programs

The chart below provides a summary of the FY23 federal allocations for LIS Consolidated Federal Programs (CCIP). Allocations are earmarked for salaries, benefits, and professional development services. The CCIP allocation for FY23 is \$1,090,308. Disbursements have totaled \$974,592 year-to-date. Receipts have totaled \$965,324 year-to-date.

Lakeshore Intergenerational School CCIP - Federal Education Programs					
Federal Program	Schoolwide	IDEA-B	ESSER 2	ESSER 3	Totals
<b>FY23 Allocation</b>	\$ 538,671	\$ 36,227	\$ 8,246	\$ 507,164	\$ 1,090,308
YTD Receipts	429,509	37,866	32,687	465,262	965,324
YTD Disbursements	435,717	38,441	32,687	467,747	974,592
<b>Fund Balance</b>	(6,208)	(575)	(0)	(2,485)	(9,268)
Encumbered Funds	102,954	(2,214)	(24,441)	39,417	115,716
Allocation Balance	\$ -	\$ -	\$ -	\$ -	\$ -

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.





## Financial Report – March 2023

### FY23 Projection

Lakeshore Intergenerational School's FY23 Core Program surplus was \$21,605 year-to-date. Based upon current revenue and expense assumptions, LIS is projected to have a Core Program deficit of (\$289,388) for the fiscal year, before ESSER funds of \$475,999. FY23 Core Program receipts are projected to be \$2,458,082, a favorable \$3 budget variance. FY23 Core Program disbursements are projected to be \$2,528,799, a favorable \$218,668 budget variance. As a result, LIS is expected to have a favorable \$218,671 Core Program budget variance based upon revenue and spending projections.

	YTD Actual (1)	FY23 Projection (2)	FY23 Act + Proj	FY23 Budget (3)	Budget Variance
<b>FTE ENROLLMENT (4)</b>	175.20	175.20	175.20	206.00	(30.80)
<b>REVENUE</b>					
State Foundation (excl SPED) (5)	\$ 1,307,785	\$ 414,923	\$ 1,722,708	\$ 1,751,746	\$ (29,038)
CCIP Funding (excl Title VI-B)	182,906	8,743	191,649	134,581	57,068
Property Tax Levy	62,543	111,229	173,772	173,772	-
Casino	13,177	2,859	16,036	16,036	-
<b>BASE REVENUE</b>	<b>1,566,411</b>	<b>537,755</b>	<b>2,104,166</b>	<b>2,076,135</b>	<b>28,030</b>
State Foundation SPED (5)	155,226	12,422	167,647	206,967	(39,320)
Title VI-B	37,866	(1,639)	36,227	48,056	(11,829)
Food Funding	38,595	81,526	120,121	120,121	-
Other Revenues	31,521	(1,600)	29,921	6,800	23,121
<b>OTHER REVENUE</b>	<b>263,208</b>	<b>90,709</b>	<b>353,916</b>	<b>381,944</b>	<b>(28,028)</b>
<b>TOTAL REVENUE</b>	<b>1,829,619</b>	<b>628,463</b>	<b>2,458,082</b>	<b>2,458,080</b>	<b>3</b>
<b>EXPENSES</b>					
Instruction Staff	(883,991)	(61,092)	(945,083)	(1,314,027)	368,944
Admin/Ops Staff	(328,682)	(243,405)	(572,087)	(639,325)	67,237
Purchased Services - Special Education	(58,725)	(31,893)	(90,618)	(102,500)	11,882
Purchased Services - Food Service	(81,935)	(38,027)	(119,962)	(119,962)	-
Purchased Services - Facilities	(71,184)	(17,775)	(88,959)	(24,456)	(64,503)
Purchased Services (excl rent) (6)	(275,542)	(205,819)	(481,361)	(374,902)	(106,459)
Supplies (7)	(91,391)	(108,399)	(199,790)	(142,337)	(57,453)
Other Expenses	(16,564)	(14,374)	(30,939)	(29,958)	(981)
<b>TOTAL EXPENSES</b>	<b>(1,808,014)</b>	<b>(720,785)</b>	<b>(2,528,799)</b>	<b>(2,747,467)</b>	<b>218,668</b>
<b>CORE PROGRAM SURPLUS/DEFICIT</b>	<b>\$ 21,605</b>	<b>\$ (92,322)</b>	<b>\$ (70,717)</b>	<b>\$ (289,388)</b>	<b>\$ 218,671</b>
<b>EXTRAORDINARY REVENUE &amp; EXPENSES</b>					
Rent	(157,500)	(60,500)	(218,000)	(218,000)	-
Facilities & Equipment	-	(26,000)	(26,000)	(26,000)	-
IGC Base Support	-	243,615	243,615	244,000	(385)
PPP Loan Forgiveness	-	-	-	-	-
HQ School Funding	321,225	-	321,225	-	321,225
<b>SURPLUS/DEFICIT after extraordinary items</b>	<b>\$ 185,329</b>	<b>\$ 64,793</b>	<b>\$ 250,123</b>	<b>\$ (289,388)</b>	<b>\$ 539,510</b>
ESSER	497,949	(21,950)	475,999	558,536	(82,537)
<b>SURPLUS/DEFICIT after ESSER</b>	<b>\$ 683,278</b>	<b>\$ 42,843</b>	<b>\$ 726,122</b>	<b>\$ 269,148</b>	<b>\$ 777,813</b>

Notes

- 1 YTD Actuals are cash transactions for FY23 activities for the period of 07/01/22 to 3/31/23 (excludes FY22 activity).
- 2 FY23 Projections are anticipated cash transactions for FY23 (includes FY23 accruals projected to be paid after 06/30/23).
- 3 FY23 Budget based upon the approved October approved budget.
- 4 Projected Enrollment is based on actual enrollment as of the February State Foundation Report.
- 5 State Foundation funding reflects the Fair School Funding Plan (HB110) per ODE's February foundation report.
- 6 Purchased Service budget variance is due to ESSER Summer Programming (\$25k) and Cleaning/Maintenance costs (\$36k)
- 7 Supplies budget variance is due to purchases made with ESSER and SQI funds.

*The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.*



## Financial Report – March 2023

### Equity Position

The chart below outlines the balance sheet totals for the current and prior year months. All of the information in this financial report is based upon pre-audit estimates using available information as of April 14, 2023. GASB 68 pension liability entries are not included in this Balance Sheet Summary as they are not a legal liability for the School. This information should not be used for official financial analysis or reporting. It is provided solely for the use of the Board and Administration to facilitate future financial planning.

### Lakeshore Intergenerational School Balance Sheet Summary

ASSETS	3/31/2023	3/31/2022	\$ Change
<b>Current Assets</b>			
Cash	\$ 1,841,239	\$ 821,830	\$ 1,019,409
Accounts Receivable (1)	(13,986)	284,103	(298,089)
IGC Receivable	157,848	157,500	348
Other Current Assets	-	-	-
<b>Total Current Assets</b>	<b>1,985,102</b>	<b>1,263,433</b>	<b>721,669</b>
<b>Non-Current Assets</b>			
Capital Assets, net	-	-	-
Other Non-Current Assets	-	-	-
<b>Total Non-Current Assets</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,985,102</b>	<b>\$ 1,263,433</b>	<b>\$ 721,669</b>
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			
Accounts Payable	366,374	287,842	78,532
Wages & Benefits Payable (2)	116,074	152,784	(36,710)
Loan Payable	-	-	-
<b>Total Current Liabilities</b>	<b>482,448</b>	<b>440,626</b>	<b>41,822</b>
<b>Non-Current Liabilities</b>			
Note Payable	-	-	-
Other Non-Current Liabilities	-	-	-
<b>Total Non-Current Liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 482,448</b>	<b>\$ 440,626</b>	<b>\$ 41,822</b>
<b>NET EQUITY</b>			
<b>Net Assets</b>			
Invested in Capital Assets, net	-	-	-
Restricted	38,318	69,709	(31,391)
Unrestricted	1,464,336	753,098	711,238
<b>TOTAL NET ASSETS (3)</b>	<b>1,502,654</b>	<b>822,807</b>	<b>679,847</b>
<b>TOTAL LIABILITIES &amp; NET ASSETS</b>	<b>\$ 1,985,102</b>	<b>\$ 1,263,433</b>	<b>\$ 721,669</b>

#### Notes

- 1 Accounts Receivables include CCIP/Title reimbursements.
- 2 Wage and Benefits Obligations include stretch pay for teachers and payroll tax liabilities.
- 3 Total Net Assets are preliminary estimates based upon pre-audit financial information

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.

# Coversheet

## Signed resolutions

**Section:** VII. Resolutions  
**Item:** A. Signed resolutions  
**Purpose:**  
**Submitted by:**  
**Related Material:** 03. SIGNED-TIS April Resolution.pdf  
03. SIGNED-NWIS April Resolution.pdf  
03. SIGNED-Lakeshore Resolutions.pdf



April 26, 2023

**BOARD RESOLUTIONS**

At the Special Meeting of the Board of Directors of The Intergenerational School on April 26, 2023 the following resolutions were proposed and approved by the board:

**WHEREAS** the mission of The Intergenerational School is to connect, create, and guide a multigenerational community of lifelong learners and spirited citizens as they strive for academic excellence;

**WHEREAS** as a Public Charter School in the State of Ohio, and in accordance with Board policy, the Board of Directors must review and approve all Minutes, Policies, Personnel Actions that were not named specifically in the prior approved budget, Contract Actions and Expenses over \$25,000, Out of State travel, and transactions between Intergenerational Schools;

**IT IS THEREFORE RESOLVED** that The Intergenerational School Board has reviewed and approves the following:

**Consent Agenda**

- 1. Minutes of the Special Rescheduled December Board Meeting on February 21, 2023**
- 2. HB21 Verification of Residency Monthly Report**

Six student addresses were verified for the months of March and April respectively. All families were validated using voter registration.

There are currently 0 flags due to incorrect designation of resident district in EMIS (Education Management Information System) in March and April.

- 3. Contract Actions**
  - a. Camp Ho Mita Koda** to provide an all-day, outdoor programming experience for the GLE8s of all three Intergenerational Schools. Total cost of this trip is not to exceed \$2275 to be split between all three schools (TIS-East total = \$758.00). This is a budgeted expense to be paid out of general funds.
  - b. NWEA MAP:** to provide adaptive achievement and growth tests to students for the 2023-2024 school year. This is a budgeted expense, not to exceed \$9,600

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to be paid out of general fund or other monies obtained and to be split between all three schools (TIS-East total = \$3,200)

- c. **Summer on the Cuyahoga:** to provide summer internship opportunities for college students to assist the schools in summer projects. Contract does not require payment unless the school hires a SOTC intern. Upon hire of a candidate the school will pay the intern’s salary directly to the intern and an additional \$1100 to SOTC per intern. Budgeted expense to paid out of general funds and to be split equally between the three schools.
- d. **Total Education Solutions:** renewal contract for the delivery of nursing, psychological assessments, physical therapy, occupational therapy, behavior supports, speech, and/or hearing services for students in the 2023/2024 and 2024/2025 school year. Amount not to exceed the hourly rates as described in the attached contract. Budgeted expenses to be paid out of General Funds or other monies obtained.
- e. **Maxim Education:** Maxim in conjunction with the school, will recruit, screen, and hire Personnel such as general education teachers, Intervention Specialists, School Nursing Services, etc. to provide temporary staffing which will be under the supervision of the school. This a one year contract from July 1, 2023-June 30, 2024. Amount not to exceed the hourly rates as described in the attached contract. This is a budge expense to be paid out of general funds or other monies obtained.
- f. **iTutor:**
  - i. For a licensed remote teacher to teach all Applying Stage ELA instruction through zoom, during a teacher’s maternity leave from 2/21/2023 to 3/17/2023, at an amount not to exceed \$13,444.45 to be paid from ESSER or General Funds.
  - ii. For a renewal of the ELA contract to continue from 3/27/2023 through the end of the school year (with the teacher stepping into an assistant teacher role upon return from leave—see personnel actions below) at an amount not to exceed \$18,666.67 to be paid from ESSER or General Funds.
  - iii. To teach 9<sup>th</sup> grade Math (Algebra I) to 2 students for one hour each day from 2/13/2023 through the end of the year, at an amount not to exceed \$8,222.50, to be paid from ESSER or General Funds.
- g. **PowerSchool:** licenses for student information system, effective July 1, 2023 to June 30, 2024, at a total rate of \$7,923.30 to be split between the three schools (TIS-East total = \$2641.10) to be paid out of general funds or other monies obtained.
- h. **Innovations Food Service:** MOU for the 2023-2024 school year for the procurement, preparation, and service for student breakfast and lunch as



part of the National School Lunch Programs, not to exceed \$120,000. Budgeted expense to be paid from Food Fund, general funds or other monies obtained.

- i. **ComDoc:** To provide delivery, installation, maintenance and support of all copier devices in the school. Term of contract is 63 month at a cost of \$2,250 a month for all three schools (TIS-East total = \$750). This is a budgeted expense to be paid out of general funds.
  - j. **Renewal of The National Teacher's College (TNTC) MOU:** In conjunction with TIS-East, TNTC will offer a one-year residency teacher licensure program which will lead to Master in Education degree with an Ohio teacher license of either Elementary (grades P-5) OR Middle Childhood (grades 4-9). TIS-East will provide a dedicated classroom and office space for TNTC for both students and staff, while TNTC will provide a stipend paid to teachers who serve as mentors to their students. This agreement will remain in effect indefinitely starting April 14, 2023.
  - k. **TIS-East and Cleveland Neighborhood Progress Fully Executed Lease-** Three year extension to existing lease with the option of two, one year renewals. TIS-East will charge \$15,598.28 annually as rent to be billed and paid through Coral Management.
4. **Benefits Coverage:** Revision of the Staff Handbook to clarify the benefit coverage end date for non-returning 10 and 11 month employees as well as 208 day employees will be June 30, 2023.
5. **Personnel Actions:**
- a. **Staff Revised Letter of Hire:**
    - i. **Harper Jones**, changed to Assistant Teacher, effective April 24, 2023, moving from full-time teacher, at new rate of \$23.22/hour for an anticipated 30 hours per week for the remainder of the 2022-2023 school year. The hourly rate is based on a revised annual salary of \$34,000.00. This is a budgeted expense to be paid from General Funds or other monies obtained.
  - b. **Stipends and Supplemental Pay Agreements**
    - i. **Clifford Carson, Applying Stage Math Tutor**, stipend at the rate of \$30.00 per hour for the remainder of the school year not to exceed \$1,700.00. This expense is not budgeted and to be paid from the General Fund or other monies obtained.
    - ii. **Allan Wilmon, 7<sup>th</sup> Grade Supplemental Math Teacher**, one-time stipend of \$1500.00 for the remainder of the school year. This expense is budgeted and to be paid from the General Fund or other monies obtained.



- iii. **Flora Bourdeau, 8<sup>th</sup> Grade Supplemental Math Teacher**, one-time stipend of \$1500.00 for the remainder of the school year. This expense is budgeted and to be paid from the General Fund or other monies obtained.

**c. Substitute Staff Payout for Second Trimester**

Name	Total
Anglen	\$476.67
Bourdeau	\$50.00
Crook	\$29.33
Willmon	\$113.33
Wright	\$13.33
Tate	\$380.00
<b>Total</b>	<b>\$1,062.66</b>

**d. Resignations**

- i. **Allan Slawson**, Applying Stage Math Teacher, effective February 17, 2023.

**6. Policy Actions:** Annual Health and safety Policy Review/Renewal

- a. Dangerous Weapons Policy
- b. Technology and Internet Acceptable Use Policy
- c. Health and Safety Policy

**Education Advisory Council Action**

**IT IS THEREFORE RESOLVED** that The Intergenerational School Board has reviewed and approves the **Education Advisory Council Recommendations** within the attached presentation, for investment in various areas of the educational and professional development programs, and the accompanying Budget expenditures to be paid from High Quality Funds, ESSER Funds, General Funds, or other funds to be obtained.

**Finance Actions**

**IT IS THEREFORE RESOLVED** that The Intergenerational School Board has reviewed and approves the following Financial Action Items:

1. **February and March Financials**
2. **Closing of the following restricted funds**
  - a. Ohio Wellness Fund
  - b. Collaboration Fund
3. Approval of the **Five Year Forecast for Submission to the Ohio Department of Education**
4. **FY24 Preliminary Draft Budget** (attached in Board packet), including



- a. **Changes to Staff Compensation Plan**, suspending Apprentice Period and providing compensation at time of hire for BA or MA/experience.
- b. **Staff Salary Increase** of 3% for the 2023/2024 school year. All personnel actions are budgeted for the 2023-2024 school year effective July 1, 2023 to June 30, 2024 (with varying start days depending on the school calendar), are paid 100% from General Funds unless otherwise specified in the attached budget chart. All associated benefits will be paid according to board policy.
- c. **Implementation of signing/retention bonuses and certain stipends for teachers**



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Lynn Carpenter, Chair





<b>Title</b>	TIS-East Resolutions--April
<b>File name</b>	03. TIS-East- Resolution-1.docx
<b>Document ID</b>	25fef48da3f086dedce10b326c2c3c6375c0d4fd
<b>Audit trail date format</b>	MM / DD / YYYY
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### Document History



**05 / 09 / 2023**  
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Sent for signature to Lynn Carpenter  
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# Intergenerational S C H O O L S

April 26, 2023

## BOARD RESOLUTIONS

At the Regular Meeting of the Board of Directors of Near West Intergenerational School on April 26, 2023 following resolutions was proposed and approved by the board:

**WHEREAS** the mission of Near West Intergenerational School is to connect, create, and guide a multigenerational community of lifelong learners and spirited citizens as they strive for academic excellence;

**WHEREAS** as a Public Charter School in the State of Ohio, and in accordance with Board policy, the Board of Directors must review and approve all Minutes, Policies, Personnel Actions that were not named specifically in the prior approved budget, Contract Actions and Expenses over \$25,000, Out of State travel, and transactions between Intergenerational Schools;

**IT IS THEREFORE RESOLVED** that the Near West Intergenerational School Board has reviewed and approves the following:

### Consent Agenda

**1. Minutes of the Regular Board Meeting on February 21, 2023**

**2. HB21 Verification of Residency Monthly Report**

Six student addresses were verified for the months of March and April respectively. All families were validated using voter registration.

There are currently 0 flags due to incorrect designation of resident district in EMIS (Education Management Information System) in March and April.

**3. Contracts Actions**

**a. Camp Ho Mita Koda** to provide an all-day, outdoor programming experience for the GLE8s of all three Intergenerational Schools. Total cost of this trip is not to exceed \$2275 to be split between all three schools (Near West total = \$758.00). This is a budgeted expense to be paid out of general funds.

**b. NWEA MAP:** to provide adaptive achievement and growth tests to students for the 2023-2024 school year. This is a budgeted expense, not to exceed \$9,600 to be paid out of general fund or other monies obtained and to be split between all three schools (Near West total = \$3,200)

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- c. **Summer on the Cuyahoga:** to provide summer internship opportunities for college students to assist the schools in summer projects. Contract does not require payment unless the school hires a SOTC intern. Upon hire of a candidate the school will pay the intern’s salary directly to the intern and an additional \$1100 to SOTC per intern. Budgeted expense to be paid out of general funds and to be split equally between the three schools.
  - d. **Total Education Solutions:** renewal contract for the delivery of nursing, psychological assessments, physical therapy, occupational therapy, behavior supports, speech, and/or hearing services for students in the 2023/2024 and 2024/2025 school year. Amount not to exceed the hourly rates as described in the attached contract. Budgeted expenses to be paid out of General Funds or other monies obtained.
  - e. **Maxim Education:** Maxim in conjunction with the school, will recruit, screen, and hire Personnel such as general education teachers, Intervention Specialists, School Nursing Services, etc. to provide temporary staffing which will be under the supervision of the school. This a one year contract from July 1, 2023-June 30, 2024. Amount not to exceed the hourly rates as described in the attached contract. This is a budget expense to be paid out of general funds or other monies obtained.
  - f. **PowerSchool:** licenses for student information system, effective July 1, 2023 to June 30, 2024, at a total rate of \$7,923.30 to be split between the three schools (Near West total = \$2641.10) to be paid out of general funds or other monies obtained.
  - g. **Innovations Food Service:** MOU for the 2023-2024 school year for the procurement, preparation, and service for student breakfast and lunch as part of the National School Lunch Programs, not to exceed \$120,000. Budgeted expense to be paid from the Food Fund, general funds or other monies obtained.
  - h. **ComDoc:** To provide delivery, installation, maintenance and support of all copier devices in the school. Term of contract is 63 month at a cost of \$2,250 a month for all three schools (Near West total = \$750). This is a budgeted expense to be paid out of general funds.
4. **Benefits Coverage:** Revision of the Staff Handbook to clarify the benefit coverage end date for non-returning 10 and 11 month employees as well as 208 day employees will be June 30, 2023.
5. **Personnel Actions**

a. **Staff Payout for Second Trimester**

Name	Total
Bojko	\$190.00
Fucile	\$65.00
Hopkins	\$15.00



Macey	\$750.00
McGregor	\$16.67
Millard	\$85.00
O'Melia	\$810.00
O'Donnell	\$670.00
Onda	\$15.00
Szilagyi	\$45.00
<b>Total</b>	<b>\$2,661.67</b>

- 6. **Cleveland Metropolitan School District Sponsor Contract Modification:** Annual review of changes to Ohio state law and state performance requirement for community schools, necessitated revisions to the sponsorship contract, specifically the financial plan

7. **Policy Actions**

- a. Renewal of Near West Comprehensive Plan
- b. Annual Health and safety Policy Review/Renewal
  - i. Dangerous Weapons Policy
  - ii. Technology and Internet Acceptable Use Policy
  - iii. Health and Safety Policy

Education Advisory Council Actions

IT IS THEREFORE RESOLVED that the Near West Intergenerational School Board has reviewed and approves the **Education Advisory Council Recommendations** within the attached presentation, for investment in various areas of the educational and professional development programs, and the accompanying Budget expenditures to be paid from High Quality Funds, ESSER Funds, General Funds, or other funds to be obtained.

Finance Actions

IT IS THEREFORE RESOLVED that the Near West Intergenerational School Board has reviewed and approves the following Financial Action Items:

- 1. **February and March Financials**
- 2. **Closing of the restricted fund named Library Renovation Fund**
- 3. **Approval of the Five Year Forecast for Submission to the Ohio Department of Education**
- 4. **FY24 Preliminary Draft Budget** (attached in Board packet), including
  - a. **Changes to Staff Compensation Plan**, suspending Apprentice Period and providing compensation at time of hire for BA or MA/experience.
  - b. **Staff Salary Increase** of 3% for the 2023/2024 school year. All personnel actions are budgeted for the 2023-2024 school year effective July 1, 2023 to June 30, 2024 (with varying start days depending on the school calendar), are



paid 100% from General Funds unless otherwise specified in the attached budget chart. All associated benefits will be paid according to board policy.

- c. **Implementation of signing/retention bonuses and certain stipends for teachers**







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Lynn Carpenter, Chair



<b>Title</b>	Near West Resolution-April
<b>File name</b>	03. Near West Resolutions.pdf
<b>Document ID</b>	f32615340d8dfde791c54fdb4c017814dfec41f
<b>Audit trail date format</b>	MM / DD / YYYY
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## Document History

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 COMPLETED	<b>05 / 15 / 2023</b> 14:43:11 UTC	The document has been completed.



# Intergenerational S C H O O L S

April 26, 2023

## BOARD RESOLUTIONS

At the Regular Meeting of the Board of Directors of Lakeshore Intergenerational School on April 26, 2023, the following resolutions were proposed and approved by the board:

**WHEREAS** the mission of Lakeshore Intergenerational School is to connect, create, and guide a multigenerational community of lifelong learners and spirited citizens as they strive for academic excellence;

**WHEREAS** as a Public Charter School in the State of Ohio, and in accordance with Board policy, the Board of Directors must review and approve all Minutes, Policies, Personnel Actions that were not named specifically in the prior approved budget, Contract Actions and Expenses over \$25,000, Out of State travel, and transactions between Intergenerational Schools;

**IT IS THEREFORE RESOLVED** that Lakeshore Intergenerational School Board has reviewed and approves the following:

## Consent Agenda

1. **Minutes of the Regular Board Meeting**
  - a. February 21, 2023
2. **HB21 Verification of Residency Monthly Report**

Six student addresses were verified for the months of March and April respectively. All families were validated using voter registration.

There are currently 0 flags due to incorrect designation of resident district in EMIS (Education Management Information System) in March and April.

3. **Contract Actions**
  - a. **Camp Ho Mita Koda** to provide an all-day, outdoor programming experience for the GLE8s of all three Intergenerational Schools. Total cost of this trip is not to exceed \$2275 to be split between all three schools (Lakeshore total = \$758). This is a budgeted expense to be paid out of general funds.
  - b. **NWEA MAP:** to provide adaptive achievement and growth tests to students for the 2023-2024 school year. This is a budgeted expense, not to exceed \$9,600 to be

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paid out of general fund or other monies obtained and to be split between all three schools (Lakeshore total = \$3,200)

- c. **Summer on the Cuyahoga:** to provide summer internship opportunities for college students to assist the schools in summer projects. Contract does not require payment unless the school hires a SOTC intern. Upon hire of a candidate the school will pay the intern's salary directly to the intern and an additional \$1100 to SOTC per intern. Budgeted expense to paid out of general funds and to be split equally between the three schools.
- d. **Total Education Solutions:** renewal contract for the delivery of nursing, psychological assessments, physical therapy, occupational therapy, behavior supports, speech, and/or hearing services for students in the 2023/2024 and 2024/2025 school year. Amount not to exceed the hourly rates as described in the attached contract. Budgeted expenses to be paid out of General Funds or other monies obtained.
- e. **Maxim Education:** Maxim in conjunction with the school, will recruit, screen, and hire Personnel such as general education teachers, Intervention Specialists, School Nursing Services, etc. to provide temporary staffing which will be under the supervision of the school. This a one year contract from July 1, 2023-June 30, 2024. Amount not to exceed the hourly rates as described in the attached contract. This is a budgeted expense to be paid out of general funds or other monies obtained.
- f. **PowerSchool:** licenses for student information system, effective July 1, 2023 to June 30, 2024, at a total rate of \$7,923.30 to be split between the three schools (Lakeshore total = \$2641.10) to be paid out of general funds or other monies obtained.
- g. **Innovations Food Service:** MOU for the 2023-2024 school year for the procurement, preparation, and service for student breakfast and lunch as part of the National School Lunch Programs, not to exceed \$142,000. Budgeted expense to be paid from Food Funds, general funds or other monies obtained.
- h. **ComDoc:** To provide delivery, installation, maintenance and support of all copier devices in the school. Term of contract is 63 month at a cost of \$2,250 a month for all three schools (Lakeshore total = \$750). This is a budgeted expense to be paid out of general funds.
- i. **Cleveland Ballet:** To provide dance class as a specials for the remainder of the 2022/2023 school year. Cost per class is \$200 and should not exceed \$5,000 for the remainder of the year. This is not a budgeted expense but is cost neutral due to an unplanned vacancy of a specials teacher position. To be paid out of ESSER or general funds.





4. **Benefit Coverage:** Revision of the Staff Handbook to clarify the benefit coverage end date for non-returning 10 and 11 month employees as well as 208 day employees will be June 30, 2023.

5. **Personnel Actions**

a. **New Letters of Hire**

- i. **Virginia “Ginny” Schemrich, Interim Assistant Principal**, effective March 14, 2023 to June 23, 2023, at an annual salary of \$65,000 prorated to \$19,904.31 for the remainder of the 2022-2023 school year. This is a budgeted expense to be paid from General Funds or other monies obtained.
- ii. **Amanda Saayfan**, Primary Stage Teacher, for the 2023-2024 school year, at an annual salary of \$44,000. This is a budgeted expense to be paid from Schoolwide Funds or other monies obtained.

b. **Rehire Staff Letter of Hire**

- i. **Kayli Cheeks**, Primary Stage Teacher, re-hired effective April 4, 2023 to June 30, 2023, at an annual salary of \$41,000.00 prorated to \$8,737.70 for the remainder of the 2022-2023 school year. This is a budgeted expense to be paid from Schoolwide Funds or other monies obtained.

c. **Stipends and Supplemental Pay Agreement**

- i. **William Talbott-Shere-\$150.00** Stipend for coaching the Lakeshore Intergenerational Waves Basketball Team from February 1, 2023 to March 30, 2023 To be paid out of General Funds or other monies obtained for this reason.
- ii. **Dakota Bell-\$150.00** Stipend for coaching the Lakeshore Intergenerational Waves Basketball Team from November 1, 2023- February 1, 2023. To be paid out of General Funds or other monies obtained for this reason.
- iii. **Dakota Bell**, Stipend for reimbursement of mileage and time for driving student to and from school at a rate of \$.65 per mile plus \$17.94 per hour of travel not to exceed \$500 for the remainder of the 2022-2023 school year. This expense is not budgeted and to be paid from General Funds or other monies obtained.

d. **Staff Substitute Payout for Second Trimester**

Name	Total
Cofield	\$20.00
Crenshaw	\$60.00
Florence	\$40.00
Gascoigne	\$20.00



Lawal	\$40.00
Martin	\$100.00
Talbot-Shere	\$60.00
Waters	\$136.67
<b>Total</b>	<b>\$476.67</b>

**e. Resignations and Terminations**

- i. **Kayli Cheeks**, Primary Stage Teacher, effective February 22, 2023.  
(Rehired above)
- ii. **Patrick Martin**, Developing Stage Teacher, effective February 28, 2023.
- iii. **Sir Joshua Hellsing-Ghrey**, Primary Stage Teacher, effective March 30, 2023.
- iv. **Abdul Shariff**, Specials Teacher - Art, effective March 31, 2023.
- v. **Keith Jackson**, Specials Teacher—Music, effective April 24, 2023

**6. Cleveland Metropolitan School District Sponsor Contract Modification:** Annual review of changes to Ohio state law and state performance requirement for community schools, necessitated revisions to the sponsorship contract, specifically the financial plan

**7. Policy Actions**

- a. Renewal of Lakeshore Comprehensive Plan
- b. Annual Health and safety Policy Review/Renewal
  - i. Dangerous Weapons Policy
  - ii. Technology and Internet Acceptable Use Policy
  - iii. Health and Safety Policy

**Education Advisory Council Actions**

**IT IS THEREFORE RESOLVED** that Lakeshore Intergenerational School Board has reviewed and approves the **Education Advisory Council Recommendations** within the attached presentation, for investment in various areas of the educational and professional development programs, and the accompanying Budget expenditures to be paid from High Quality Funds, ESSER Funds, General Funds, or other funds to be obtained.

**Finance Actions**

**IT IS THEREFORE RESOLVED** that Lakeshore Intergenerational School Board has reviewed and approves the following Financial Action Items:

- 1. February and March Financials**
- 2. Closing of the following restricted funds**
  - a. Sponsor Fee Fund
  - b. Collaboration Fund
  - c. Ohio Wellness
- 3. Approval of the Five Year Forecast for Submission to the Ohio Department of Education**



4. **FY24 Preliminary Draft Budget** (attached in Board packet), including
  - a. **Changes to Staff Compensation Plan**, suspending Apprentice Period and providing compensation at time of hire for BA or MA/experience.
  - b. **Staff Salary Increase** of 3% for the 2023/2024 school year. All personnel actions are budgeted for the 2023-2024 school year effective July 1, 2023 to June 30, 2024 (with varying start days depending on the school calendar), are paid 100% from General Funds unless otherwise specified in the attached budget chart. All associated benefits will be paid according to board policy.
  - c. **Implementation of signing/retention bonuses and certain stipends for teachers**







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Lynn Carpenter, Chair



<b>Title</b>	Lakeshore Resolution--April
<b>File name</b>	03. Lakeshore Docket-Resolution.pdf
<b>Document ID</b>	d599411d00a7335cf892a6ae1ae1daf275009ce6
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Signed

## Document History

 SENT	<b>05 / 09 / 2023</b> 13:18:07 UTC	Sent for signature to Lynn Carpenter (lcarpenter@igschools.org) from salonso@igschools.org IP: 204.11.188.127
 VIEWED	<b>05 / 15 / 2023</b> 14:43:20 UTC	Viewed by Lynn Carpenter (lcarpenter@igschools.org) IP: 75.185.57.244
 SIGNED	<b>05 / 15 / 2023</b> 14:43:31 UTC	Signed by Lynn Carpenter (lcarpenter@igschools.org) IP: 75.185.57.244
 COMPLETED	<b>05 / 15 / 2023</b> 14:43:31 UTC	The document has been completed.