



Intergenerational Schools

Regular April School Board Meeting

Published on April 19, 2024 at 6:43 PM EDT

Amended on April 24, 2024 at 5:29 PM EDT

Date and Time

Wednesday April 24, 2024 at 6:00 PM EDT

Location

Near West Intergenerational School
3805 Terrett Ave.
Cleveland, Oh 44113

The Intergenerational School creates, connects, and guides a multigenerational community of lifelong learners and spirited citizens that strive for academic excellence.

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Record Attendance			1 m
B. Call the Meeting to Order			
II. FIGS Report			6:01 PM
A. Updates from Friends of Intergenerational Schools Board	FYI	Kelly Lytle	15 m

	Purpose	Presenter	Time
III. Sponsor Reports			6:16 PM
A. Sponsor Reports	FYI	Matt Rado and Joyce Lewis	5 m
CMSD (NWIS & LIS) and ESCLEW (TIS) sponsor updates			
IV. Consent Agenda			6:21 PM
A. Consent Agenda-Approval of February 21, 2024 Minutes	Vote		1 m
B. Approval of Special Meeting Minutes-April 3, 2024	Vote		
C. Contracts and MOUs	Vote		
ALL-Renewal-Total Education Solutions --Renewal contract to deliver of psychological assessments, physical therapy, occupational therapy, behavior supports, speech and/or hearing services for students for the 24/25 and 25/26 school year.			
ALL-Renewal-McDonnell and Associates --This is a renewal contract for data management and related duties			
ALL-Renewal-Amergis --This is a renewal contract for Amergis who, 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.			
ALL-Renewal-Summer on the Cuyahoga --This is a renewal contract to provide summer internship opportunities for college students to assist the schools in summer projects.			
ALL--Renewal-Innovations Food Service --This is a renewal contract for procurement, preparation and service of student breakfast and lunch.			
D. Annual Renewal and Approval of Policies	Vote		
Conduct of Academic Prevention and Intervention			
Career Planning Policy			
Review of Health Policies (Medication Policy, Missing & Absent Child Policy, and Health Examination & Immunization Policy)			
E. Comprehensive Plan	Vote		
ALL: Annual renewal of Comprehensive Plan			

	Purpose	Presenter	Time
F. Personnel Actions	Vote		
G. Child Abuse and Sexual Violence Prevention Curriculum (Erin's Law)	Vote		
ALL--State Mandated adoption of the following curricula, GLE K-5: Second Step Child Protection Unit and GLE6-8 MBF Teen Safety Matters			
H. Revisions to Teacher Compensation Guidelines			
V. Finance			6:22 PM
A. Approval of February and March Financials	Vote	Celeste Farmer	5 m
B. FY25 Preliminary Budget	Vote	Brooke King	5 m
C. Revision of Contract Language in the Intergenerational Cleveland Agreement	Vote	Brooke King	5 m
<p>Recommendation for The Board to agree to move forward in revising contract language in the Intergenerational Cleveland Agreement Section 2.7.1 with regard to providing philanthropic support to the school. Revision will allow for Intergenerational Cleveland to provide support in an amount equal to the difference between State Facilities funding plus any other facilities-related revenue the school may earn, and the full cost of operating the facility including rent, mortgage, utilities, repairs, maintenance, Common Area Maintenance charges, and lease-required custodial costs. Should there be no difference between these two figures, Intergenerational Cleveland will provide at minimum an amount equal to the cost of lease rent or annual mortgage costs. As such, the FY 24-25 Budget allocations will reflect this change as the Agreement is legally revised and approved by the Intergenerational Cleveland Board and the School Board.</p>			
D. Approval of the Five-Year Forecast for Submission to the Ohio Department of Education	Vote	Celeste Farmer	5 m
VI. Compensation Plan (HR, Finance, and Education Advisory Councils)			6:42 PM
A. Administrative Building Staff Compensation Guidelines	Vote	Amy Cascio	5 m
VII. Facilities			6:47 PM

	Purpose	Presenter	Time
A. Approval of Lakeshore Lease 1-Year Extension for FY 24-25	Vote	Mark Olson	10 m
VIII. Governance			6:57 PM
A. Updates on Board Recruitment and Board Manual	FYI	Robert Nicolay	5 m
IX. Education Advisory Council			7:02 PM
A. Updates on Reading Curriculum Selection, Teacher Development Plans, etc.	FYI	Stacy Miller	5 m
X. Board Resolutions			7:07 PM
A. Board Resolutions for Schools			
XI. Closing Items			
A. Adjourn Meeting	Vote		

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Coversheet

Updates from Friends of Intergenerational Schools Board

Section: II. FIGS Report
Item: A. Updates from Friends of Intergenerational Schools Board
Purpose: FYI
Submitted by:
Related Material: IGS Development Marketing Update 4-24-24_Redacted.pdf



Development & Marketing Dashboard *April 24, 2024*

Objective

- Create and grow IGS fundraising and marketing strategic plan and programs, coordinating and supporting the execution of activities and tactics with the IGS Executive Director, the IGS Staff and the Friends of Intergenerational Schools (FIGS) board.

Key Recent Activities – March & April

Development

- FIGS Board Meeting, Executive Meetings and Social Event Planning, Execution
- Governance work for board: Roles & Responsibilities, Expectations, Charge
- Work with Brooke and Kelly on top 20 prospect list outreach, cultivation and stewardship strategies and specific next-steps, meetings every other week
- Grant contacts with Alcoa, Woodruff, MHJF; began application drafts for DG,, Woodruff, Howley proposals for counselors, coaching, LPs and curriculum
- Cultivation tours: Joe Aber (Bob), Liz Patterson and Carolyn Borrow (Amy)
- Sponsorship outreach for Spring Thing

Marketing

- Spring appeal email marketing and segmentation
- [IGS Monthly Blog creation](#)
- Social Media accounts optimization and advertising
- Content Calendar and branding guide activated and updated
- Website and forms revised, streamlined for SEO
- One Pagers created for each school and IGS Letterhead
- Spring Thing marketing and sponsorship strategies

Major Gift & Grant Highlights

Grants:

- Previous FY Grants: \$373,951 (5)
- Current FY Grants: \$440,399 (6)
- Current Proposals Pending Decision: \$9,000 (6)

Upcoming Grant Engagement:

- Dollar General Youth Literacy
- Howley Foundation
- Woodruff Foundation
- Thomas H. White Foundation

Recent Engagement

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- Abington Foundation
- Martha Holden Jennings Foundation
- Alcoa Foundation

Pending Solicitations

- Dollar General Summer Literacy, \$9,000
- [REDACTED]
- [REDACTED]

Key Future Activities – May & June

Development

- End of (school) year appeal, Bioregional Event attendee appeal and Lee Trotter's friends appeal
- Graduation invitation to donors
- Grant applications
- Focus on top 20 prospect list: cultivation visits/call and tours

Marketing

- One Pagers for IGS (high level) and FIGS
- Continue bi-weekly Social Posts on Facebook and LinkedIn
- Create monthly advertisement or boosted post strategy
- Google profile optimization
- Continued Email Marketing and Segmentation
- Spring Appeal social strategy and follow up
- Graduation and summer camp marketing

FIGS Board Engagement & Goal Tracking

Individual Goals (carried over from last year)

- 100% Board Giving by 6/30/24
- Fill 6 School Tours or meetings by end of 23-24 School Year
- Share/Like/Comment on 1 IGS LinkedIn or FB Post each week

Collective Goals (carried over from last year)

- Define board growth plan, governance process and documents
- Plan and host 3 pipeline building events
- Support key gift and donations

Upcoming Tours & Meetings

- Tours: April 30, 8am or upon request for alternative dates/times
- Meetings: FIGS Exec. Board Retreat June or August date tbd
- Spring Thing (Spelling Bee, FIGS March Social: May 9, 5-7pm



Development Insights – *As of April 24, 2024*

Fiscal year - July 1 - June 30										
	FY 2020		FY 2021		FY 2022		FY 2023		FYTD 2024	
	# Gifts	Amount Raised	# Gifts	Amount Raised	# Gifts	Amount Raised	# Gifts	Amount Raised	# Gifts	Amount Raised
\$100,000+	1	\$200,000.00	2	\$339,043.00	1	\$200,000.00	2	\$307,951.00	2	\$310,000.00
\$50,000-\$99,999	1	\$53,534.00			1	\$64,470.00	1	\$50,000.00	2	\$113,313.90
\$25,000-\$49,999	1	\$32,000.00	4	\$155,245.00	1	\$40,000.00				
\$10,000-\$24,999	2	\$20,000.00	5	\$64,000.00	2	\$39,600.00	1	\$10,000.00		
\$5,000-\$9,999	4	\$20,000.00	2	\$12,500.00	2	\$12,500.00	4	\$21,000.00	3	\$21,585.00
\$2,500-\$4,999	4	10,025.00	2	\$6,950.00			1	\$2,503.00	2	\$7,000.00
\$1,000-\$2,499	6	\$10,298.97	7	\$10,525.00	8	\$11,735.55	17	\$17,494.80	2	\$2,000.00
\$500-\$999	6	\$3,345.18	5	\$2,750.00	2	\$1,025.38	7	\$4,714.19	4	\$2,300.00
\$250-\$499	6	\$1,507.65	6	\$1,742.69	7	\$1,900.00	38	\$11,292.10	9	\$2,500.75
\$100-\$249	52	\$7,578.50	49	\$6,578.36	56	\$7,077.57	47	\$6,521.56	19	\$2,514.09
< \$100	212	\$8,339.60	124	\$4,059.46	128	\$3,279.57	111	\$3,735.15	19	\$551.68
Total Raised	295	\$365,629.93	206	\$603,343.51	208	\$381,588.07	229	\$435,211.80	60	\$458,765.42
Highest Gift		\$200,000.00		\$200,000.00		\$200,000.00		\$200,000.00		\$200,000.00
Lowest Gift		10		10		\$10.00		10		5
Average Gift		\$1,239.42		\$2,928.85		\$1,834.56		\$1,900.49		\$7,646.09

Notes on the Numbers:

- FY2021 includes one-time government grants.
- FY2023 includes the Gala where the \$1,000-\$2,499 and \$250-\$499 category increases came from.
- FYTD2024 numbers do not include the end of the school year appeal that will be sent in May/June or pledges.
- Other smaller gifts in previous years came through peer-to-peer fundraising asks which is something we can explore if/when we have others that want to participate in that kind of activity.
- Non-competitive government grants are not included, and competitive grants are included if they are entered into Bloomerang.

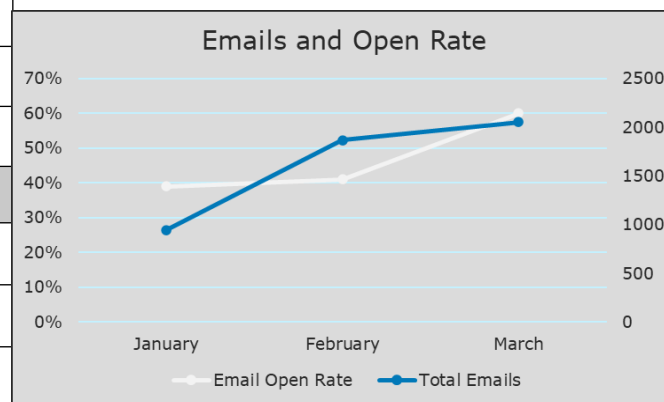
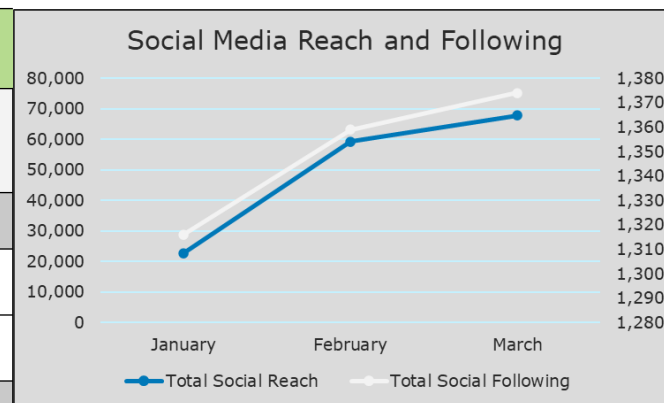
Note on the Goal:

- The FY2024 fundraising goal is \$550,000, as determined by a budget set by the School Board and not on fundraising data/history.



Marketing Insights – *As of April 24, 2024*

2024 IGS Marketing KPI's				
	January	February	March	April (MTD)
Social Media				
Total Social Reach	22,814	59,293	67,826	56,628
Total Social Following	1,316	1,359	1,374	1,391
Website				
Total Impressions	2,114	1,672	1,424	1,459
Total Clicks	241	172	145	138
Average position	6.2	5.28	5.17	5
Email				
Total Emails	946	1,870	2,053	2069
Email Open Rate	39%	41%	60%	62%
Email Click Rate	5%	5%	13%	18%



Confidential

Coversheet

Contracts and MOUs

Section: IV. Consent Agenda
Item: C. Contracts and MOUs
Purpose: Vote
Submitted by:
Related Material: RENEWAL-TES-LIS Contract.pdf
RENEWAL-TES-NWIS Contract.pdf
RENEWAL-TES-TIS Contract.pdf
RENEWAL-McDonnel-IGS.pdf
RENEWAL-Amernis-LIS.pdf
RENEWAL-Amernis-NWIS.pdf
RENEWAL-Amernis-TIS.pdf
RENEWAL-Innovations-IGS Food Service.pdf



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

2024-2025

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, 2024 (the “Commencement Date”), and shall continue until 11:59 p.m. on:

June 30, 2025 (the “Term”).

June 30, 2026 (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 2024-2025 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 \$48.00 per student. This one-time fee for returning schools (that previously contracted with TES in the 2023-2024 Academic Year) is \$600.00. For new schools that did not contract with TES during the 2023-2024 Academic year, this fee is \$1500.00. Any school, new or returning, that submits their contract on or after September 1, 2024 will be charged an Administrative and Materials Fee of \$1700.00 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) twenty-thousand dollars (\$20,000.00), (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

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 Codding**
Full name as it should appear on contract

Mailing Address: **3428 W. Market Street**
Street Address 300
Suite #

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

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

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

Phone Number: **330-668-4041** Email: **mcodding@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 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

**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 King** Title: **Executive Director**

Main Contact: **Curtis Walker** Title: **Principal**

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

Invoice/Billing Information

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

Attention: _____

Address: 18025 Marcella Rd
Street Address Suite #

Cleveland OH 44119
City State ZIP Code

Email Address: _____ 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 44104
City State ZIP Code

Main Contact: **Curtis Walker** Title: **Principal**

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: _____

Email: _____

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(s) 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

Services	Early Contract Rate (Contracts submitted on or before July 1, 2024)	Standard Contract Rate (Contracts submitted from July 2-August 31, 2024)	Late Contract Rate (Contracts submitted on or after September 1, 2024)
Special Education Coordination/Consultation			
Special Education Compliance	\$86.00	\$87.00	\$90.00
Special Education File Review w/ Report	\$86.00	\$87.00	\$90.00
Charter School Operations Consult-start-up, EMIS compliance, school improvement, board relations, , policies and procedures, RTI Attendance	\$86.00	\$87.00	\$90.00
Resident Educator Mentor	\$86.00	\$87.00	\$90.00
Case Management- Write IEPs, Coordinate services	\$86.00	\$87.00	\$90.00
Academic Coaching	\$86.00	\$87.00	\$90.00
School Psychology			
Evaluation - includes up to 12 hours of testing, checklists in areas with no concerns (communication, fine motor, gross motor, social emotional) rating scales,background information, review of records, report writing, pre and post PRO1	\$1200.00 per student		
Hourly rate will be charged for ETR team meetings, scheduling meetings and more involved evaluations that go beyond the 12 hours	\$97.00	\$98.00	\$100.00
Teacher Consult	\$97.00	\$98.00	\$100.00
RTI/MTSS support	\$97.00	\$98.00	\$100.00
Assessment – FBA	\$97.00	\$98.00	\$100.00
Specialized Academic Instruction			
Intervention Specialist	\$81.00	\$82.00	\$85.00

ELL/TESOL	\$81.00	\$82.00	\$85.00
Orton-Gillingham Tutor	\$81.00	\$82.00	\$85.00
Speech and Language			
Direct Services	\$94.00	\$95.00	\$100.00
Kindergarten Language Screenings	\$94.00	\$95.00	\$100.00
Assessment – Psycho-Educational	\$94.00	\$95.00	\$100.00
IEP / Meetings	\$94.00	\$95.00	\$100.00
RTI activities	\$94.00	\$95.00	\$100.00
Occupational Therapy			
Direct Services/Progress Reporting/ Meetings / Consult - OT	\$97.00	\$98.00	\$105.00
Assessment- Psycho-Educational/ IEP- OT	\$97.00	\$98.00	\$105.00
OT supervision of Occupational Therapy Assistant (OTA)	\$97.00	\$98.00	\$105.00
Physical Therapy			
Direct Services/Progress Reporting/ Meeting/Consult - PT	\$97.00	\$98.00	\$105.00
Assessment- Psycho-Educational/ IEP	\$97.00	\$99.00	\$105.00
PT supervision of Physical Therapy Assistant (PTA)	\$97.00	\$98.00	\$105.00
Direct Services/Progress Reporting Physical Therapy Assistant (PTA) and Occupational Therapy Assistant (PTA and OTA when available)	\$70.00	\$72.00	\$77.00
Consult/ Meetings - PTA (PTA when available)	\$70.00	\$72.00	\$77.00
RTI activities - PTA (PTA when available)	\$70.00	\$72.00	\$77.00

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

Additional Fees	
One-Time Annual Contract Administration and Materials Fee	<p>Returning Schools (Schools that contracted with TES during the 2023-24 Academic Year, Contract submitted by August 31, 2024): \$600.00</p> <p>New Schools (Schools that did not contract with TES during the 2023-24 Academic Year, Contract submitted by August 31, 2024): \$1500.00</p> <p>All Schools that return a contract on or after September 1, 2024: \$1700 which includes late recruiting fees</p>
Minimum Daily Service Requirement: 2 hour minimum for in person services, per day, per provider charged at provider rate.	
Unexpected Closure	<p>Fee for Unexpected Closures: <u>Unscheduled Facility Closure Policy.</u> TES will incur fixed expenses over the entire course of a contract assignment with Client related to service provision. The parties agree that in the event of an unforeseen or unexpected interruption in TES' assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to lack of utilities, natural or manmade disasters, such as, and without limiting the generality of the foregoing, lack of utilities, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected TES service at the reduced rate of \$100/day for each day that the TES provider(s) is unable to bill for services by virtue of such Unscheduled Closure. (Max 10 days)</p>

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

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



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

2024-2025

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, 2024**(the “Commencement Date”), and shall continue until 11:59 p.m. on:

June 30, 2025 (the “Term”).

June 30, 2026 (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 2024-2025 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 \$48.00 per student. This one-time fee for returning schools (that previously contracted with TES in the 2023-2024 Academic Year) is \$600.00. For new schools that did not contract with TES during the 2023-2024 Academic year, this fee is \$1500.00. Any school, new or returning, that submits their contract on or after September 1, 2024 will be charged an Administrative and Materials Fee of \$1700.00 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) twenty-thousand dollars (\$20,000.00), (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

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 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

**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

Address: 3805 Terrett Ave
Street Address Suite #

Cleveland OH 44113
City State ZIP Code

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: _____

Address: 3805 Terrett Ave
Street Address Suite #

Cleveland OH 44113
City State ZIP Code

Email Address: _____ Phone Number: **216-721-0120**

School Site(s) Information

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

Address: 3805 Terrett Ave
Street Address Suite #

Cleveland Oh 44113
City State ZIP Code

Main Contact: **April Maimon** Title: **Principal**

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: _____

Email: _____

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(s) 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

Services	Early Contract Rate (Contracts submitted on or before July 1, 2024)	Standard Contract Rate (Contracts submitted from July 2-August 31, 2024)	Late Contract Rate (Contracts submitted on or after September 1, 2024)
Special Education Coordination/Consultation			
Special Education Compliance	\$86.00	\$87.00	\$90.00
Special Education File Review w/ Report	\$86.00	\$87.00	\$90.00
Charter School Operations Consult-start-up, EMIS compliance, school improvement, board relations, , policies and procedures, RTI Attendance	\$86.00	\$87.00	\$90.00
Resident Educator Mentor	\$86.00	\$87.00	\$90.00
Case Management- Write IEPs, Coordinate services	\$86.00	\$87.00	\$90.00
Academic Coaching	\$86.00	\$87.00	\$90.00
School Psychology			
Evaluation - includes up to 12 hours of testing, checklists in areas with no concerns (communication, fine motor, gross motor, social emotional) rating scales,background information, review of records, report writing, pre and post PRO1	\$1200.00 per student		
Hourly rate will be charged for ETR team meetings, scheduling meetings and more involved evaluations that go beyond the 12 hours	\$97.00	\$98.00	\$100.00
Teacher Consult	\$97.00	\$98.00	\$100.00
RTI/MTSS support	\$97.00	\$98.00	\$100.00
Assessment – FBA	\$97.00	\$98.00	\$100.00
Specialized Academic Instruction			
Intervention Specialist	\$81.00	\$82.00	\$85.00

ELL/TESOL	\$81.00	\$82.00	\$85.00
Orton-Gillingham Tutor	\$81.00	\$82.00	\$85.00
Speech and Language			
Direct Services	\$94.00	\$95.00	\$100.00
Kindergarten Language Screenings	\$94.00	\$95.00	\$100.00
Assessment – Psycho-Educational	\$94.00	\$95.00	\$100.00
IEP / Meetings	\$94.00	\$95.00	\$100.00
RTI activities	\$94.00	\$95.00	\$100.00
Occupational Therapy			
Direct Services/Progress Reporting/ Meetings / Consult - OT	\$97.00	\$98.00	\$105.00
Assessment- Psycho-Educational/ IEP- OT	\$97.00	\$98.00	\$105.00
OT supervision of Occupational Therapy Assistant (OTA)	\$97.00	\$98.00	\$105.00
Physical Therapy			
Direct Services/Progress Reporting/ Meeting/Consult - PT	\$97.00	\$98.00	\$105.00
Assessment- Psycho-Educational/ IEP	\$97.00	\$99.00	\$105.00
PT supervision of Physical Therapy Assistant (PTA)	\$97.00	\$98.00	\$105.00
Direct Services/Progress Reporting Physical Therapy Assistant (PTA) and Occupational Therapy Assistant (PTA and OTA when available)	\$70.00	\$72.00	\$77.00
Consult/ Meetings - PTA (PTA when available)	\$70.00	\$72.00	\$77.00
RTI activities - PTA (PTA when available)	\$70.00	\$72.00	\$77.00

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

Additional Fees	
One-Time Annual Contract Administration and Materials Fee	<p>Returning Schools (Schools that contracted with TES during the 2023-24 Academic Year, Contract submitted by August 31, 2024): \$600.00</p> <p>New Schools (Schools that did not contract with TES during the 2023-24 Academic Year, Contract submitted by August 31, 2024): \$1500.00</p> <p>All Schools that return a contract on or after September 1, 2024: \$1700 which includes late recruiting fees</p>
Minimum Daily Service Requirement: 2 hour minimum for in person services, per day, per provider charged at provider rate.	
Unexpected Closure	<p>Fee for Unexpected Closures: <u>Unscheduled Facility Closure Policy.</u> TES will incur fixed expenses over the entire course of a contract assignment with Client related to service provision. The parties agree that in the event of an unforeseen or unexpected interruption in TES' assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to lack of utilities, natural or manmade disasters, such as, and without limiting the generality of the foregoing, lack of utilities, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected TES service at the reduced rate of \$100/day for each day that the TES provider(s) is unable to bill for services by virtue of such Unscheduled Closure. (Max 10 days)</p>

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

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



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

2024-2025

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, 2024**(the “Commencement Date”), and shall continue until 11:59 p.m. on:

June 30, 2025 (the “Term”).

June 30, 2026 (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 2024-2025 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 \$48.00 per student. This one-time fee for returning schools (that previously contracted with TES in the 2023-2024 Academic Year) is \$600.00. For new schools that did not contract with TES during the 2023-2024 Academic year, this fee is \$1500.00. Any school, new or returning, that submits their contract on or after September 1, 2024 will be charged an Administrative and Materials Fee of \$1700.00 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) twenty-thousand dollars (\$20,000.00), (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

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 Codding**
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 Codding** Title: **Associate Director**

Phone Number: **330-668-4041** Email: **mcodding@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 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

**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: _____

Address: 11327 Shaker Blvd
Street Address Suite #

Cleveland OH 44104
City State ZIP Code

Email Address: _____ **Phone Number:** _____

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:** *Principal*
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:** _____

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: _____ **Email:** _____

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(s) 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

Services	Early Contract Rate (Contracts submitted on or before July 1, 2024)	Standard Contract Rate (Contracts submitted from July 2-August 31, 2024)	Late Contract Rate (Contracts submitted on or after September 1, 2024)
Special Education Coordination/Consultation			
Special Education Compliance	\$86.00	\$87.00	\$90.00
Special Education File Review w/ Report	\$86.00	\$87.00	\$90.00
Charter School Operations Consult-start-up, EMIS compliance, school improvement, board relations, , policies and procedures, RTI Attendance	\$86.00	\$87.00	\$90.00
Resident Educator Mentor	\$86.00	\$87.00	\$90.00
Case Management- Write IEPs, Coordinate services	\$86.00	\$87.00	\$90.00
Academic Coaching	\$86.00	\$87.00	\$90.00
School Psychology			
Evaluation - includes up to 12 hours of testing, checklists in areas with no concerns (communication, fine motor, gross motor, social emotional) rating scales,background information, review of records, report writing, pre and post PRO1	\$1200.00 per student		
Hourly rate will be charged for ETR team meetings, scheduling meetings and more involved evaluations that go beyond the 12 hours	\$97.00	\$98.00	\$100.00
Teacher Consult	\$97.00	\$98.00	\$100.00
RTI/MTSS support	\$97.00	\$98.00	\$100.00
Assessment – FBA	\$97.00	\$98.00	\$100.00
Specialized Academic Instruction			
Intervention Specialist	\$81.00	\$82.00	\$85.00

ELL/TESOL	\$81.00	\$82.00	\$85.00
Orton-Gillingham Tutor	\$81.00	\$82.00	\$85.00
Speech and Language			
Direct Services	\$94.00	\$95.00	\$100.00
Kindergarten Language Screenings	\$94.00	\$95.00	\$100.00
Assessment – Psycho-Educational	\$94.00	\$95.00	\$100.00
IEP / Meetings	\$94.00	\$95.00	\$100.00
RTI activities	\$94.00	\$95.00	\$100.00
Occupational Therapy			
Direct Services/Progress Reporting/ Meetings / Consult - OT	\$97.00	\$98.00	\$105.00
Assessment- Psycho-Educational/ IEP- OT	\$97.00	\$98.00	\$105.00
OT supervision of Occupational Therapy Assistant (OTA)	\$97.00	\$98.00	\$105.00
Physical Therapy			
Direct Services/Progress Reporting/ Meeting/Consult - PT	\$97.00	\$98.00	\$105.00
Assessment- Psycho-Educational/ IEP	\$97.00	\$99.00	\$105.00
PT supervision of Physical Therapy Assistant (PTA)	\$97.00	\$98.00	\$105.00
Direct Services/Progress Reporting Physical Therapy Assistant (PTA) and Occupational Therapy Assistant (PTA and OTA when available)	\$70.00	\$72.00	\$77.00
Consult/ Meetings - PTA (PTA when available)	\$70.00	\$72.00	\$77.00
RTI activities - PTA (PTA when available)	\$70.00	\$72.00	\$77.00

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

Additional Fees	
One-Time Annual Contract Administration and Materials Fee	<p>Returning Schools (Schools that contracted with TES during the 2023-24 Academic Year, Contract submitted by August 31, 2024): \$600.00</p> <p>New Schools (Schools that did not contract with TES during the 2023-24 Academic Year, Contract submitted by August 31, 2024): \$1500.00</p> <p>All Schools that return a contract on or after September 1, 2024: \$1700 which includes late recruiting fees</p>
Minimum Daily Service Requirement: 2 hour minimum for in person services, per day, per provider charged at provider rate.	
Unexpected Closure	<p>Fee for Unexpected Closures: <u>Unscheduled Facility Closure Policy.</u> TES will incur fixed expenses over the entire course of a contract assignment with Client related to service provision. The parties agree that in the event of an unforeseen or unexpected interruption in TES' assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to lack of utilities, natural or manmade disasters, such as, and without limiting the generality of the foregoing, lack of utilities, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected TES service at the reduced rate of \$100/day for each day that the TES provider(s) is unable to bill for services by virtue of such Unscheduled Closure. (Max 10 days)</p>

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

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

DATA MANAGEMENT/EMIS SERVICES AGREEMENT

WHEREAS, School is in need of a Database Manager and EMIS oversight services to meet the Schools reporting requirements stated in Section 3301.0714 of the Ohio Revised Code.

WHEREAS, Christopher McDonnell & Associates LLC (“M&A”) is engaged in the practice of Student Data Management and related duties for charter schools in the State of Ohio; and

WHEREAS, School desires to hire M&A to perform work inherent to the role of Student Data Manager as so selected in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

This Data Management/EMIS Services Agreement (the “Agreement”) is entered into, by and between **Christopher McDonnell & Associates, LLC** an Ohio Limited Liability Company (“M&A”), and **The Intergenerational School, Near West Intergenerational School, Lakeshore Intergenerational School** (“School” or “Board” or “Governing Authority”), an Ohio nonprofit corporation, whose principal office address is 11327 Shaker Blvd., Cleveland, OH 44104.

TERMS & CONDITIONS

1. Terms and Termination

This Agreement is effective beginning the 1st day of July, 2024, and shall continue in full force and effect until the 30th day of June 2025 (the “Term”), unless and until terminated pursuant to this Section. If M&A continues to serve the School after the expiration of the Term, this Agreement shall continue on an annual basis thereafter, unless terminated by either party, in writing by 90 days or more before the expiration date (the Notice), to be effective on the day after the expiration date.

Upon termination, School shall immediately pay Provider all amounts due through the last day of the current Term or extension period (if M&A continues to serve the School after the expiration of the Term). If termination is initiated by M&A, M&A will support the transition to a new service provider selected by the Board on or before the effective date of termination.

2. Scope of Work and Relationship

(a) Responsibilities

During the Term, M&A’s Scope of Work shall be as set forth on the Exhibit A, which is attached hereto and incorporated herein by reference. The School may at their discretion request services from M&A that is outside the scope set forth in Exhibit A and contingent on the availability of M&A employees and associates, will be performed at a rate of \$50 per hour. Such services are to be logged by M&A via a monthly time log to detail work performed and submitted as an attachment to the monthly invoice.

(b) Independent Contractor Status

Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between School and M&A. The sole interest and responsibility of the parties is to ensure the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. Provider is particularly well-situated for Independent contractor status due to its experience and leadership, its staff and operational systems. The School must retain oversight of this Agreement and evaluate the effectiveness of day-to-day services and Provider’s carrying out of the Services.

3. Payment

The annual fee associated with the term defined in this contract shall be set forth in the Proposal of Services attached as Exhibit A and is to be paid in 12 monthly installments during the contract term. Fees associated with optional services requested of M&A by the School will be dictated by the time dedicated to performing services as documented on the monthly time log and at the rate specified in Section 2(a) above.

Invoices will be submitted once monthly by M&A for payments by School. M&A is hereby instructed by the School Board to make payments on all invoices via electronic debit or check. This payment is due upon receipt of invoice and is considered past due thirty (30) calendar days from receipt of invoice. If School has any valid reason for disputing any portion of an invoice, School will so notify M&A in writing explaining the specific reason for dispute and the portion disputed, within ten (10) days of receipt of invoice by School, and if no such notification is given the invoice will be deemed valid. The portion of the M&A'S invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

All payments from School to M&A will be audited by the Ohio Auditor of State by way of the School's audit.

A finance charge of one-half of a percent (0.5%) per day finance charge on the unpaid amount of an invoice will be charged on past due accounts. Payments by School will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any costs or professional fees incurred in collection of delinquent accounts shall be paid by the School. If payment of invoices is not current, M&A may suspend performing further work until all past due accounts are paid.

The costs for the Scope of Work are as specified on Exhibit A, attached to and made a part of this Agreement.

4. Ownership of Work

All forms, procedures, programs, schedules and work product done by M&A during the Term of this Agreement shall belong to and are proprietary to and/or trade secrets of, and the property of M&A; provided however, M&A shall provide the scope of work to School during the Term, and upon any termination, shall download or print School records for School's archives after termination. School may not use the format, programs, forms, or writings thereafter for its own use other than to provide as School records pertaining to the Term of this Agreement.

5. Confidentiality

M&A and School each recognize that during the course of the Term they may acquire knowledge or confidential information or trade secrets of the other party. M&A and School each agree to keep all such confidential information in a secure place and further agree not to publish, communicate, divulge, use, or disclose, directly or indirectly, for its/his/her own benefit or for the benefit of another, either during or after the Term, any such confidential information or trade secrets without prior written consent of the other party. This obligation of confidence shall not apply with respect to information that (1) is used for a comparative analysis by M&A where the School is not identified by name (2) is available to M&A from third parties on an unrestricted basis or (3) is available to others via open records requirements. School acknowledges and agrees that M&A has proprietary programs called "Compendium" and "Consilium" that M&A retains all rights to such programs and compilation exclusively, after the Term, provided however, that M&A will print out and or download to a separated access vehicle, all of School's information specific to School for School's future use.

School hereby names M&A as an authorized party under FERPA to the extent it accesses any student information to carry out its obligations under this Agreement. M&A agrees to comply with FERPA and agrees that it is responsible for any and all reasonable costs or damages that result from the M&A's sole failure to comply with FERPA, or M&A's sole failure to comply with other state and federal laws regarding the privacy of educational records.

6. Representations

M&A agrees that during the performance of this Agreement, it will abide by all laws, rules and regulations concerning public funds and Ohio Public Community Schools and those of an EMIS Coordinator. M&A represents that the organization has experience in providing Database Management and EMIS oversight services and in implementing the applicable portions of School's approved Community School Contract (the "Contract").

School shall: (a) pay for and provide all software services required to provide the services outlined in Exhibit A of this agreement and provided M&A unfettered access to the same; (b) at the request of M&A, be willing and prepared to pay the employer contribution to the Ohio School Employee Retirement System (SERS) as well as deduct the employee portion from M&A's fees and make regular contributions to SERS on M&A's behalf; (c) retain the responsibility for and the authority to oversee this Agreement in order to ensure adherence to the School's Community School Contract; (d) comply with all applicable federal and state laws, rules and regulations; (e) consider and give deference to reasonable M&A recommendations for matters related to the Scope of Services under this Agreement; (f). work with the M&A in recommending and adopting policies and regulations that the M&A can implement; (g) adhere to all public officer's conflict of interest and ethics laws and the conflict of interest policies and public disclosure requirements; (h) not pressure M&A to hire friends or family members of the Board or staff or to violate nondiscrimination laws or best business practices for public funds; (i) not hire, engage, solicit the services of, or induce any employee of M&A to terminate his/her employment with M&A after the conclusion of this Agreement for a period of at least two years without M&A's prior written consent; (j) provide to M&A, in a timely manner access to all data to complete the Scope of Work at the discretion of M&A; and (k) defend, indemnify, and hold M&A and its members, owners, officers, directors, managers, employees, and agents harmless from and against any claims, actions, liabilities, damages, penalties, assessments, costs, and expenses (including, but not limited to, court costs, collection costs, receiver fees, accounting or audit fees and attorney fees) related in any way to the School's failure to provide or report accurate data to M&A, or improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to M&A, or due to issues caused by one of their vendors, which result in audit or findings of any kind. This indemnification survives the termination, expiration or non-renewal of this Agreement.

7. Insurance/Assignment/ Indemnification

Board shall name M&A as an additional insured on its errors and omissions liability coverage and provide a copy to M&A. Such policy must contain a provision whereby M&A is notified thirty (30) days prior to any cancellation thereof.

Neither party shall have the right to assign or transfer their rights to any third parties under this Agreement without prior written consent from the non-transferring party.

School and M&A each agree to defend, indemnify, and hold harmless the other, and each of their employees, directors, members, officers, owners or third party contractors, from and against any and all claims, demands, losses, damages, costs, liabilities and expenses including court costs and reasonable attorney or professional fees unless otherwise specified herein, which may be asserted against, imposed upon, or incurred or sustained by the other as a result of acts or omissions or violations of any statute, ordinance, rule or regulation by the other or its employees, administrators or assigns, and/or which arise out of the other's breach of this Agreement. This indemnification survives the termination, expiration or non-renewal of this Agreement.

Any disputes arising under this Agreement must be initiated within six (6) months after cause of action arises or shall be forever barred in any court or other dispute resolution forum.

IN NO EVENT SHALL M&A BE LIABLE TO SCHOOL OR TO ANY THIRD PARTY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, OR FOR ACTUAL DAMAGES OR LOSSES IN EXCESS OF ONE MONTHLY SERVICE FEE PAID BY SCHOOL TO PROVIDER FOR THE SPECIFIC SERVICE ACTIVITY.

8. Miscellaneous

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and in the venue of Cuyahoga County Ohio, without reference to principles of conflict of laws, and supersedes all prior or written agreements between the parties, constituting the entire agreement between the parties

(b) This Agreement may be signed electronically or in multiple copies construed as one, and, may not be amended or modified otherwise than by a written agreement executed by the parties pursuant to this subsection.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement and facsimile signatures will be considered originals.

(d) The failure of either party to at any time to enforce performance of any provisions or responsibilities under this Agreement shall in no way affect its rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.

(e) The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. The parties acknowledge and agree that this Agreement has been negotiated by the parties, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed as favoring or disfavoring either party.

(f) Any notice, demand or request under this Agreement shall be deemed sufficiently given when received if in writing and signed by an authorized party, and sent either by hand-delivery with a witness, overnight delivery with signed proof of delivery, certified mail return receipt requested, facsimile with proof of successful delivery, or electronic mail with confirmed delivery and receipt, to the following parties: **To School: The Intergenerational Schools** at 11327 Shaker Blvd., OH 44104, and **to Christopher McDonnell & Associates LLC** at 27336 Seneca Dr., Westlake, OH 44145.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date set forth in the first paragraph above.

Christopher McDonnell & Associates, LLC

Governing Authority/School

By: _____

Its: _____

By: _____

Date: _____

Its: _____

EXHIBIT A

M&A’s fees are based on the data services covered on the scope below. If the Ohio Department of Education should add increased reporting responsibilities by law that did not exist as of the date of this contract’s approval, those responsibilities may be subject to a contract amendment in order to accommodate the added responsibilities. If the school should decide to add any data systems that they were not under contract with at the time of this contract’s approval and wish for M&A to oversee management of the system, those added duties will be considered via a contract amendment.

Task	Description
Look Up / Create SSIDs	When a student enrolls, the SSID must be looked up In the case of KGers who did not get an SSID created by a pre-school, the SSID must be created.
Create new teachers' accounts in PowerSchool / Deactivate terminated teachers	Teachers need accounts created and provided to them no later than the first day of school. Ideally, this is accomplished a few weeks in advance so they can go in, receive trainings, and obtain familiarity with PowerTeacher before the school year begins. Terminated teachers need their access taken away in order to protect student data and ensure compliance with FERPA
Student No-Shows	Scour attendance reports for student no-shows every day for the first few weeks of the school year.
Secure Data Center Inspections	Scrutinize the SDC data against source documents and ensure the SDC is 100% accurate before it goes public.
SIS Rollover	Prepare all SIS data to rollover to the new school year.
Import Emergency Contacts	Extract reenrollment data from SchoolMint, isolate student address and emergency contact data that has changed from what is in PowerSchool, format a file for upload to PowerSchool, perform upload
LEP Reporting	Work with LEP teacher to ensure information is correctly loaded into PowerSchool. Report to ODE and inspecting month to ensure school are receiving LEP allocations.
K-3 Diagnostics & RIMPs	Work with education admin staff to collect K-3 diagnostic and RIMP data, plug into PowerSchool, run verifications, submit to EMIS
SOES Flags	Take lead on all SOES related issues. Inspect SOES for flags and blank addresses. Communicate and deliver enrollment documentation to the resident districts as necessary to resolve issues and clear flags.
Overlapping Enrollments	Identify students that are overlapping enrollment dates with other districts. Work with the resident district to resolve.
PowerSchool Accuracy	Look for data inaccuracies and issues through biweekly PowerSchool data checks
SPED Event Details	Collect SPED event details from SPED coordinator(s) immediately after SPED events. Get the data reported to EMIS and ensure accurate funding in State Foundation. Periodically search for expired IEPs and ETRs in PowerSchool in case SPEC Coordinator(s) forget to provide the details after a SPED event.
Monthly Board Reports (Data Dashboards)	
State Mandated Assessments	Retrieve results of state mandated assessments and import into PowerSchool, report results to EMIS.
Total Annual Fee	\$36,000



This Education Master Services Agreement (hereinafter “Agreement”) is entered into on this **Effective Date** , by and between **Lakeshore Intergenerational School** located at 18025 Marcella Rd. Cleveland , Ohio 44119, referred to in this Agreement as (“Customer”), and **Amergis Healthcare Staffing, Inc. d/b/a Amergis Educational Staffing**, 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 (“Amergis”). Customer or Amergis may be referred to herein as a “Party” or jointly as the “Parties.”

RECITALS

WHEREAS, Customer operates a located in Ohio and wishes to engage Amergis to provide personnel to supplement Customer’s staff;

WHEREAS, Amergis operates a staffing agency that provides supplemental healthcare staffing services to Customer; and

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 Amergis hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

“Assignment Confirmation” is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

“Bill Rate” means the rates billed to Customer for services performed by Personnel pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

“On Call/Call Back Rates” means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

“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 Amergis to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.



“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.

“Out of School Time and Off-Site School Time Educational Services” is defined as educational services that would be rendered outside of school time, whether that be after the school day or during any breaks in the school year, or any services rendered off-site during school time. These types of requests include school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.

“Personnel” means clinical and other school based professionals, behavioral, educational assistance, and instructional employees of Amergis, providing temporary staffing services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

“Placement” is defined to mean where the student receives the school based services listed in the 504 Plan or the IEP.

“Related Services” means transportation and such developmental, corrective, and other supportive school based 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.

“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.

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Amergis to Customer, as more specifically set forth herein.

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



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

“**Travel-Expense Payment**” is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

“**Travel Personnel**” means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

“**Week**”, pursuant to Section 6.1, “**Invoicing Week**” means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

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

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. Amergis 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, and as permissible by any applicable scope of practice law(s) or standards of nursing. Amergis 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. Amergis 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. Amergis 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 Amergis 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) Out of School Time and Off-Site School Time Educational Services. Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time



and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a “**Change Request**”). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.

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

Section 3.3 Related Services or School Based Services. Amergis 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. Amergis will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.5 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis 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 Amergis.

Section 3.6 Availability of Personnel. The Parties agree that Amergis’ duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis 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 Amergis 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, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a



student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

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 Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis 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 Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis 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. Amergis 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 Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis 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 MaxView. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, 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 MaxView. 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 Amergis; notwithstanding this, Customer and Amergis 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. HIRING OF PERSONNEL

Section 5.1 Non-Solicitation. To the extent allowed by applicable law, 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 Amergis during the term of this Agreement. Customer understands and agrees that Amergis 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 Amergis 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 Conversion Fee. To the extent allowed by applicable law, with advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:



Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completion of 350 hours	20 % of annualized starting salary
After Completion of 700 hours	15 % of annualized starting salary
After Completion of 900 hours	10 % of annualized starting salary
After Completion of 1040 hours	5 % of annualized starting salary

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the highest amount allowed by applicable law.

Section 5.4 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, “State Staffing Laws”). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis 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. Amergis’ 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. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis 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 Amergis 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 Amergis 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 Amergis 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 Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis 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 Amergis 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 Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Amergis 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 Amergis 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. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC 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. Amergis 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 Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

8.1 Travel Delivery Services. In addition to the Services outlined herein and any applicable Statement of Work, Amergis can provide travel delivery services through its national delivery hubs.

8.2 Travel Personnel Coordination. Amergis will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Amergis reserves the right to cancel the term of Travel Personnel with written notification to Customer. Amergis will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

8.3 Travel Personnel Expense Reimbursement. The rates paid to Amergis by Customer for Travel Personnel include amounts to reimburse Amergis for Travel-Expense Payments Amergis makes to Travel Personnel. Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

8.4 Per Diem Personnel. Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis at the time of the initial call.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING



9.1 Assignment or Subcontracting. Amergis can assign or subcontract this Agreement with written notice to Customer. Should Customer request Locum Tenens providers from Amergis, the Parties shall enter into a separate Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

(a) **Sunburst.** Should Customer request utilization workforce solutions, the Parties shall enter into a Master Services Agreement with Amergis’ subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Master Services Agreement will govern the scope of work for the MSP services.

(b) **Locum Tenens division.** Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC (“Locum Tenens division”); 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.

ARTICLE X. INSURANCE

Section 10.1 Amergis Insurance. Amergis 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. Amergis 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 Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Amergis. Amergis 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 Amergis’ employees’ negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Amergis 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 Amergis 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 AMERGIS 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 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) **Amergis/Customer Information**. 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, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.

(b) **Disclosure of Amergis/Customer Partnership**. From time to time, Amergis 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 Amergis may disclose the partnership between Amergis 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 Amergis /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 Amergis receives student information, which may include student financial or medical information (collectively “Student Information”), Amergis shall not disclose any Student 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, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party’s policies and obligations. Amergis 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 Amergis is provided access to students’ records, Amergis 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. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education super for the length of time necessary to meet Amergis’ contractual and legal commitments.

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 Customer 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 Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, 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 Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer’s use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis 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 Amergis customers, so as to be non-specific to any individual Customer.

Section 14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

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, Amergis 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 Amergis 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. Amergis 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, Amergis 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 Amergis, and such consent will not be unreasonably withheld. Amergis 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 Amergis, and/or (iii) a name change by Amergis.

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:

Amergis Healthcare Staffing, Inc. d/b/a Amergis
Educational Staffing
7223 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to: contracts@amergis.com

COPY TO:

Amergis Healthcare Staffing, Inc. d/b/a Amergis
Educational Staffing
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 Amergis 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 Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

LAKESHORE
SCHOOL

INTERGENERATIONAL

AMERGIS HEALTHCARE STAFFING, INC. D/B/A
AMERGIS EDUCATIONAL STAFFING:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



**STATEMENT OF WORK
ATTACHMENT "A"**

1. **Scope of Services.** Amergis 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 Work Site or in an environment controlled by Customer. Upon Customer’s request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

2. **Length of Assignment.** Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.

3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.

4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.

5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate \$ (per hour)
BCBA	80.00-100.00
Behavior Tech	45.00-55.00
Occupational Therapist School	70.00-85.00
OTA	55.00-65.00
PTA	55.00-65.00
Physical Therapist School	70.00-85.00
School Aide	35.00
Teacher	50.00-60.00
Social Worker Schools	50.00-55.00



Intervention Specialist	70.00 -80.00
Counselor	50.00-55.00
School Psychologist	85.00-100.00
SLP	80.00-100.00
LPN	50.00
RN	60.00

6.

(per hour) includes reimbursement by Customer for Travel-Expense Payments Amergis makes to Travel Personnel.

7. **Out of School Time and Off-Site School Time Educational Services.** Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.

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



- 9. **Weekend Rates.** Customer and Amalgis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, 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.
- 10. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
- 11. **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 Bill Rate for such hours, unless applicable state law requires a different multiplier.
- 12. **Holidays.** Holiday Rates will apply to all hours worked in the time period 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 Bill Rate for the following holidays:

New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 13. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

Work Site Name	Address	Work Site Contact
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- 14. **Invoicing.** Amalgis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amalgis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:

Work Site Name	Address	Work Site Invoice Contact
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- 15. **Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.
- 16. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the “On-Call Hourly Rate” as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.
- 17. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

- a. **School Health Services, Related Services, and Special Education Personnel Requirements.** Amergis 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, LVN/LPN, 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
 - c. Verify skills checklist of competencies for the position and exam;
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
 - e. Verify relevant professional and specialty experience, as requested by Customer;
 - f. Confirm Personnel are authorized to work;
 - g. 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.
- b. **Education Personnel Requirements.** Amergis will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Receive proof of previous employment;
 - 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.
- c. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the “Clear” or “Not Clear” status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a “Clear” status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



This Education Master Services Agreement (hereinafter “Agreement”) is entered into on this **Effective Date** , by and between **Near West Intergenerational School** located at 3805 Terrett Ave. Cleveland , Ohio 44113, referred to in this Agreement as (“Customer”), and **Amergis Healthcare Staffing, Inc. d/b/a Amergis Educational Staffing**, 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 (“Amergis”). Customer or Amergis may be referred to herein as a “Party” or jointly as the “Parties.”

RECITALS

WHEREAS, Customer operates a located in Ohio and wishes to engage Amergis to provide personnel to supplement Customer’s staff;

WHEREAS, Amergis operates a staffing agency that provides supplemental healthcare staffing services to Customer; and

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 Amergis hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

“Assignment Confirmation” is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

“Bill Rate” means the rates billed to Customer for services performed by Personnel pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

“On Call/Call Back Rates” means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

“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 Amergis to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.



“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.

“Out of School Time and Off-Site School Time Educational Services” is defined as educational services that would be rendered outside of school time, whether that be after the school day or during any breaks in the school year, or any services rendered off-site during school time. These types of requests include school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.

“Personnel” means clinical and other school based professionals, behavioral, educational assistance, and instructional employees of Amergis, providing temporary staffing services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

“Placement” is defined to mean where the student receives the school based services listed in the 504 Plan or the IEP.

“Related Services” means transportation and such developmental, corrective, and other supportive school based 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.

“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.

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Amergis to Customer, as more specifically set forth herein.

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



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

“Travel-Expense Payment” is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

“Travel Personnel” means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

“Week”, pursuant to Section 6.1, **“Invoicing Week”** means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

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

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. Amergis 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, and as permissible by any applicable scope of practice law(s) or standards of nursing. Amergis 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. Amergis 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. Amergis 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 Amergis 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) Out of School Time and Off-Site School Time Educational Services. Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time



and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a “**Change Request**”). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.

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

Section 3.3 Related Services or School Based Services. Amergis 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. Amergis will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.5 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis 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 Amergis.

Section 3.6 Availability of Personnel. The Parties agree that Amergis’ duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis 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 Amergis 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, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a



student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

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 Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis 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 Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis 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. Amergis 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 Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis 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 MaxView. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, 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 MaxView. 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 Amergis; notwithstanding this, Customer and Amergis 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. HIRING OF PERSONNEL

Section 5.1 Non-Solicitation. To the extent allowed by applicable law, 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 Amergis during the term of this Agreement. Customer understands and agrees that Amergis 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 Amergis 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 Conversion Fee. To the extent allowed by applicable law, with advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:



Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completion of 350 hours	20 % of annualized starting salary
After Completion of 700 hours	15 % of annualized starting salary
After Completion of 900 hours	10 % of annualized starting salary
After Completion of 1040 hours	5 % of annualized starting salary

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the highest amount allowed by applicable law.

Section 5.4 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, “State Staffing Laws”). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis 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. Amergis’ 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. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis 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 Amergis 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 Amergis 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 Amergis 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 Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis 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 Amergis 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 Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Amergis 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 Amergis 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. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC 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. Amergis 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 Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

8.1 Travel Delivery Services. In addition to the Services outlined herein and any applicable Statement of Work, Amergis can provide travel delivery services through its national delivery hubs.

8.2 Travel Personnel Coordination. Amergis will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Amergis reserves the right to cancel the term of Travel Personnel with written notification to Customer. Amergis will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

8.3 Travel Personnel Expense Reimbursement. The rates paid to Amergis by Customer for Travel Personnel include amounts to reimburse Amergis for Travel-Expense Payments Amergis makes to Travel Personnel. Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

8.4 Per Diem Personnel. Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis at the time of the initial call.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING



9.1 Assignment or Subcontracting. Amergis can assign or subcontract this Agreement with written notice to Customer. Should Customer request Locum Tenens providers from Amergis, the Parties shall enter into a separate Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

(a) Sunburst. Should Customer request utilization workforce solutions, the Parties shall enter into a Master Services Agreement with Amergis’ subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Master Services Agreement will govern the scope of work for the MSP services.

(b) Locum Tenens division. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC (“Locum Tenens division”); 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.

ARTICLE X. INSURANCE

Section 10.1 Amergis Insurance. Amergis 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. Amergis 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 Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Amergis. Amergis 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 Amergis’ employees’ negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Amergis 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 Amergis 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 AMERGIS 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 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) **Amergis/Customer Information**. 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, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.

(b) **Disclosure of Amergis/Customer Partnership**. From time to time, Amergis 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 Amergis may disclose the partnership between Amergis 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 Amergis /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 Amergis receives student information, which may include student financial or medical information (collectively “Student Information”), Amergis shall not disclose any Student 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, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party’s policies and obligations. Amergis 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 Amergis is provided access to students’ records, Amergis 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. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education super for the length of time necessary to meet Amergis’ contractual and legal commitments.

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 Customer 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 Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, 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 Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer’s use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis 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 Amergis customers, so as to be non-specific to any individual Customer.

Section 14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

ARTICLE XV. TERMINATION

Education Master Services Agreement
 Amergis Healthcare Staffing, Inc. d/b/a Amergis Educational Staffing
 All Rights Reserved

Copyright 2024



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, Amergis 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 Amergis 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. Amergis 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, Amergis 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 Amergis, and such consent will not be unreasonably withheld. Amergis 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 Amergis, and/or (iii) a name change by Amergis.

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

Amergis Healthcare Staffing, Inc. d/b/a Amergis
Educational Staffing
7223 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to: contracts@amergis.com

ATTN:

COPY TO:
Amergis Healthcare Staffing, Inc. d/b/a Amergis
Educational Staffing
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 Amergis 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 Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

NEAR WEST INTERGENERATIONAL
SCHOOL

AMERGIS HEALTHCARE STAFFING, INC. D/B/A
AMERGIS EDUCATIONAL STAFFING:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



**STATEMENT OF WORK
ATTACHMENT "A"**

1. **Scope of Services.** Amergis 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 Work Site or in an environment controlled by Customer. Upon Customer’s request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

2. **Length of Assignment.** Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.

3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.

4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.

5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate \$ (per hour)
BCBA	80.00-100.00
Behavior Tech	45.00-55.00
Occupational Therapist School	70.00-85.00
OTA	55.00-65.00
PTA	55.00-65.00
Physical Therapist School	70.00-85.00
School Aide	35.00
Teacher	50.00-60.00
Social Worker Schools	50.00-55.00



Intervention Specialist	70.00 -80.00
Counselor	50.00-55.00
School Psychologist	85.00-100.00
SLP	80.00-100.00
LPN	55.00
RN	60.00

*The Travel Bill Rate (per hour) includes reimbursement by Customer for Travel-Expense Payments Amergis makes to Travel Personnel.

- 6. **Out of School Time and Off-Site School Time Educational Services.** Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
- 7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).



- 8. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, 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.
- 9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
- 10. **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 Bill Rate for such hours, unless applicable state law requires a different multiplier.
- 11. **Holidays.** Holiday Rates will apply to all hours worked in the time period 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 Bill Rate for the following holidays:

New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 12. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

Work Site Name	Address	Work Site Contact
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- 13. **Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:

Work Site Name	Address	Work Site Invoice Contact
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- 14. **Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.
- 15. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the “On-Call Hourly Rate” as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.
- 16. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

- a. **School Health Services, Related Services, and Special Education Personnel Requirements.** Amergis 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, LVN/LPN, 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
 - c. Verify skills checklist of competencies for the position and exam;
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
 - e. Verify relevant professional and specialty experience, as requested by Customer;
 - f. Confirm Personnel are authorized to work;
 - g. 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.
- b. **Education Personnel Requirements.** Amergis will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Receive proof of previous employment;
 - 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.
- c. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the “Clear” or “Not Clear” status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a “Clear” status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



This Education Master Services Agreement (hereinafter “Agreement”) is entered into on this **Effective Date** , by and between **The Intergenerational School** located at 11327 Shaker Blvd, Ste 200E Cleveland, Ohio 44104, referred to in this Agreement as (“Customer”), and **Amergis Healthcare Staffing, Inc. d/b/a Amergis Educational Staffing**, 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 (“Amergis”). Customer or Amergis may be referred to herein as a “Party” or jointly as the “Parties.”

RECITALS

WHEREAS, Customer operates a located in Ohio and wishes to engage Amergis to provide personnel to supplement Customer’s staff;

WHEREAS, Amergis operates a staffing agency that provides supplemental healthcare staffing services to Customer; and

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 Amergis hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

“Assignment Confirmation” is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

“Bill Rate” means the rates billed to Customer for services performed by Personnel pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

“On Call/Call Back Rates” means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

“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 Amergis to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.



“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.

“Out of School Time and Off-Site School Time Educational Services” is defined as educational services that would be rendered outside of school time, whether that be after the school day or during any breaks in the school year, or any services rendered off-site during school time. These types of requests include school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.

“Personnel” means clinical and other school based professionals, behavioral, educational assistance, and instructional employees of Amergis, providing temporary staffing services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

“Placement” is defined to mean where the student receives the school based services listed in the 504 Plan or the IEP.

“Related Services” means transportation and such developmental, corrective, and other supportive school based 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.

“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.

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Amergis to Customer, as more specifically set forth herein.

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



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

“Travel-Expense Payment” is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

“Travel Personnel” means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

“Week”, pursuant to Section 6.1, **“Invoicing Week”** means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

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

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. Amergis 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, and as permissible by any applicable scope of practice law(s) or standards of nursing. Amergis 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. Amergis 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. Amergis 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 Amergis 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) Out of School Time and Off-Site School Time Educational Services. Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time



and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a “**Change Request**”). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.

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

Section 3.3 Related Services or School Based Services. Amergis 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. Amergis will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.5 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis 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 Amergis.

Section 3.6 Availability of Personnel. The Parties agree that Amergis’ duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis 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 Amergis 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, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a



student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

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 Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis 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 Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis 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. Amergis 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 Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis 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 MaxView. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, 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 MaxView. 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 Amergis; notwithstanding this, Customer and Amergis 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. HIRING OF PERSONNEL

Section 5.1 Non-Solicitation. To the extent allowed by applicable law, 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 Amergis during the term of this Agreement. Customer understands and agrees that Amergis 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 Amergis 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 Conversion Fee. To the extent allowed by applicable law, with advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:



Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completion of 350 hours	20 % of annualized starting salary
After Completion of 700 hours	15 % of annualized starting salary
After Completion of 900 hours	10 % of annualized starting salary
After Completion of 1040 hours	5 % of annualized starting salary

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the highest amount allowed by applicable law.

Section 5.4 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, “State Staffing Laws”). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis 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. Amergis’ 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. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis 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 Amergis 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 Amergis 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 Amergis 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 Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis 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 Amergis 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 Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Amergis 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 Amergis 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. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC 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. Amergis 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 Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

8.1 Travel Delivery Services. In addition to the Services outlined herein and any applicable Statement of Work, Amergis can provide travel delivery services through its national delivery hubs.

8.2 Travel Personnel Coordination. Amergis will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Amergis reserves the right to cancel the term of Travel Personnel with written notification to Customer. Amergis will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

8.3 Travel Personnel Expense Reimbursement. The rates paid to Amergis by Customer for Travel Personnel include amounts to reimburse Amergis for Travel-Expense Payments Amergis makes to Travel Personnel. Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

8.4 Per Diem Personnel. Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis at the time of the initial call.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING



9.1 Assignment or Subcontracting. Amergis can assign or subcontract this Agreement with written notice to Customer. Should Customer request Locum Tenens providers from Amergis, the Parties shall enter into a separate Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

(a) Sunburst. Should Customer request utilization workforce solutions, the Parties shall enter into a Master Services Agreement with Amergis’ subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Master Services Agreement will govern the scope of work for the MSP services.

(b) Locum Tenens division. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC (“Locum Tenens division”); 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.

ARTICLE X. INSURANCE

Section 10.1 Amergis Insurance. Amergis 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. Amergis 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 Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Amergis. Amergis 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 Amergis’ employees’ negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Amergis 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 Amergis 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 AMERGIS 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 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) **Amergis/Customer Information**. 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, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.
- (b) **Disclosure of Amergis/Customer Partnership**. From time to time, Amergis 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 Amergis may disclose the partnership between Amergis 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 Amergis /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 Amergis receives student information, which may include student financial or medical information (collectively “Student Information”), Amergis shall not disclose any Student 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, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party’s policies and obligations. Amergis 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 Amergis is provided access to students’ records, Amergis 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. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education super for the length of time necessary to meet Amergis’ contractual and legal commitments.

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 Customer 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 Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, 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 Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer’s use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis 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 Amergis customers, so as to be non-specific to any individual Customer.

Section 14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

ARTICLE XV. TERMINATION

Education Master Services Agreement
 Amergis Healthcare Staffing, Inc. d/b/a Amergis Educational Staffing
 All Rights Reserved

Copyright 2024



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, Amergis 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 Amergis 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. Amergis 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, Amergis 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 Amergis, and such consent will not be unreasonably withheld. Amergis 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 Amergis, and/or (iii) a name change by Amergis.

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

Amergis Healthcare Staffing, Inc. d/b/a Amergis
Educational Staffing
7223 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to: contracts@amergis.com

ATTN:

COPY TO:
Amergis Healthcare Staffing, Inc. d/b/a Amergis
Educational Staffing
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 Amergis 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 Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

THE INTERGENERATIONAL SCHOOL

AMERGIS HEALTHCARE STAFFING, INC. D/B/A
AMERGIS EDUCATIONAL STAFFING:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



**STATEMENT OF WORK
ATTACHMENT "A"**

1. **Scope of Services.** Amergis 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 Work Site or in an environment controlled by Customer. Upon Customer’s request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

2. **Length of Assignment.** Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.

3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.

4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.

5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate \$ (per hour)
BCBA	80.00-100.00
Behavior Tech	45.00-55.00
Occupational Therapist School	70.00-85.00
OTA	55.00-65.00
PTA	55.00-65.00
Physical Therapist School	70.00-85.00
School Aide	35.00
Teacher	50.00-60.00
Social Worker Schools	50.00-55.00
Intervention Specialist	70.00 -80.00



Counselor	50.00-55.00
School Psychologist	85.00-100.00
SLP	80.00-100.00
LPN	55.00
RN	60.00

*The Travel Bill Rate (per hour) includes reimbursement by Customer for Travel-Expense Payments Amergis makes to Travel Personnel.

- 6. **Out of School Time and Off-Site School Time Educational Services.** Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
- 7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).



- 8. **Weekend Rates.** Customer and Amalgis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, 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.
- 9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
- 10. **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 Bill Rate for such hours, unless applicable state law requires a different multiplier.
- 11. **Holidays.** Holiday Rates will apply to all hours worked in the time period 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 Bill Rate for the following holidays:

New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 12. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

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

- 13. **Invoicing.** Amalgis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amalgis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:

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

- 14. **Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.
- 15. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the “On-Call Hourly Rate” as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.
- 16. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

- a. **School Health Services, Related Services, and Special Education Personnel Requirements.** Amergis 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, LVN/LPN, 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
 - c. Verify skills checklist of competencies for the position and exam;
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
 - e. Verify relevant professional and specialty experience, as requested by Customer;
 - f. Confirm Personnel are authorized to work;
 - g. 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.
- b. **Education Personnel Requirements.** Amergis will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Receive proof of previous employment;
 - 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.
- c. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the “Clear” or “Not Clear” status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a “Clear” status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.

**Ohio Department of Education
Office of Nutrition**

NSLP VENDED MEAL 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 competitive procurement process
X		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

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

VENDED MEAL RENEWAL CONTRACT

The Intergenerational School, Near West Intergenerational School. Lakeshore Intergenerational School (hereinafter "SFA") and Innovations Food Service (hereinafter "Vendor") mutually agree to renew the current Food Service Contract (hereinafter "Contract") that expires on **June 30, 2024**.

The Contract shall be renewed for a period of one year beginning on **July 1, 2024**, and ending on **June 30, 2025**, with the first day of food service being **August 20, 2024**. All terms, conditions and assurances of the Contract shall remain in full force and effect for the duration of this renewal except as amended herein.

The 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 is the **4th** year of renewal of the Contract.

Schedule A indicates the school(s) that will be provided food service under this contract.

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.

In the chart below, insert the unit price for each meal type as applicable.

Meal	PREVIOUS CONTRACT			RENEWAL CONTRACT		
	Primary	Secondary	Adults	Primary	Secondary	Adults
Breakfast	2.39			2.46		
Lunch	4.44			4.57		
After School Snack						
Extra Milk						

The price increases above (if any) are based on **(basis of increase)**. No further increases in price will be considered for the duration of the renewal period.

2. ATTACHMENTS

Vendor must submit the following attachments as applicable with this Renewal Contract:

- a. Current food service license
- b. Current Food Safety Registration
- c. Current certification of Federal or State meat inspection **or** letter of exemption

3. 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

VENDOR



Signature of Authorized Representative

Signature of Authorized Representative

Brooke King, Executive Director

Thomas Lane, President

Print Name of Authorized Representative

Print Name of Authorized Representative

Date

4/19/24
Date

SCHEDULE A

If contract is for more than 3 sites, then attach additional Schedule A pages as needed.

Site Information for Where Food Will Be Delivered	Check Meal Type to be Vended ↓	Insert Estimated No. of Meals To Be Ordered For Each Grade Group			Directions: Indicate yes responses with an "X". If response is no, leave blank.					Meal Delivery Time	
		Pre-K	K-8	9-12	Milk Delivery Included	Extra Milk Needed	Tableware or Utensils Needed	Meals Delivered Unitized	Meals Delivered Bulk		
Site Name & Address	Breakfast										
	Lunch										
	PM Snack										
Site Name & Address	Breakfast										
	Lunch										
	PM Snack										
Site Name & Address	Breakfast										
	Lunch										
	PM Snack										



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, 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
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, marihuana 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, marihuana 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, 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.

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, 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.

Esta institución ofrece igualdad de oportunidades.

APRIL 2024

K-8TH GRADE BREAKFAST MENU

MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		
1	4 OZ 100% JUICE CUP ½ C APPLESAUCE (14 CHO) FROOT LOOP CEREAL BOWL (1 WG - 24 CHO)	2	4 OZ 100% JUICE CUP ½ C CRAISIN (27 CHO) FRENCH TOAST BITES (2 WG - 38 CHO)	3	4 OZ 100% JUICE CUP ½ C FRUIT CINNAMON TOASTER CEREAL BOWL (1 WG - 22 CHO) GRAHAM CRACKER (1 WG - 17 CHO)	4	4 OZ 100% JUICE CUP ½ C APPLE CRISP (10 CHO) GOLDEN GRAHAM BAR (1 WG - 30 CHO)	5	4 OZ 100% JUICE CUP ½ C BANANA (19 CHO) MAPLE BUTTER WAFFLE (2 WG - 37 CHO)	
8	4 OZ 100% JUICE CUP ½ C APPLESAUCE (14 CHO) FROSTED FLAKE CEREAL BOWL (1 WG - 25 CHO)	9	4 OZ 100% JUICE CUP ½ C CRAISIN (27 CHO) HONEY BUN (2 WG - 38 CHO)	10	4 OZ 100% JUICE CUP ½ C FRUIT MARSHMALLOW MATEY CEREAL BOWL (1 WG - 24 CHO) GRAHAM CRACKER (1 WG - 17 CHO)	11	4 OZ 100% JUICE CUP ½ C APPLE CRISP (10 CHO) COCOA PUFF BAR (1 WG - 30 CHO)	12	4 OZ 100% JUICE CUP ½ C BANANA (19 CHO) CINNAMON WAFFLE (2 WG - 37 CHO)	
15	4 OZ 100% JUICE CUP ½ C APPLESAUCE (14 CHO) APPLE JACKS CEREAL BOWL (1 WG - 24 CHO)	16	4 OZ 100% JUICE CUP ½ C CRAISIN (27 CHO) CRUNCH MANIA (2 WG - 38 CHO)	17	4 OZ 100% JUICE CUP ½ C BANANA (19 CHO) CINNAMON TOASTER CEREAL BOWL (1 WG - 22 CHO) GRAHAM CRACKER (1 WG - 17 CHO)	18	4 OZ 100% JUICE CUP ½ C APPLE CRISP (10 CHO) TRIX BAR (1 WG - 30 CHO)	19	4 OZ 100% JUICE CUP ½ C FRUIT BLUEBERRY WAFFLE (2 WG - 37 CHO)	
22	4 OZ 100% JUICE CUP ½ C APPLESAUCE (14 CHO) FROSTED FLAKE CEREAL BOWL (1 WG - 25 CHO)	23	4 OZ 100% JUICE CUP ½ C CRAISIN (27 CHO) FRENCH TOAST BITES (2 WG - 38 CHO)	24	4 OZ 100% JUICE CUP ½ C BANANA (19 CHO) MARSHMALLOW MATEY CEREAL BOWL (1 WG - 24 CHO) GRAHAM CRACKER (1 WG - 17 CHO)	25	4 OZ 100% JUICE CUP ½ C APPLE CRISP (10 CHO) GOLDEN GRAHAM BAR (1 WG - 30 CHO)	26	4 OZ 100% JUICE CUP ½ C FRUIT CINNAMON WAFFLE (2 WG - 37 CHO)	
29	4 OZ 100% JUICE CUP ½ C APPLESAUCE (14 CHO) FROOT LOOP CEREAL BOWL (1 WG - 24 CHO)	30	4 OZ 100% JUICE CUP ½ C CRAISIN (27 CHO) HONEY BUN (2 WG - 38 CHO)	<p>Innovation Foods 1550 Enterprise Parkway Twinsburg, OH 44087 440-580-4800 www.ifsmeals.com This institution is an equal opportunity provider.</p>						Menu Subject To Change Apple, Fruit Punch Juice (14 CHO)

APRIL 2024		K-8TH GRADE LUNCH MENU		
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 PASTA MARINARA	2 DOGS IN A BLANKET	3 FLUFFY CAKE & LINKS	4 CHICKEN PATTY	5 SALISBURY STEAK
½ C Crostin (27 CHO) ½ C Green Beans (5 CHO) Posto Marinara (¼ C V - 2 G - 46 CHO) Seasoned Beef & Mozzarella (2 M/MMA - 2 CHO)	½ C Applesauce (14 CHO) ¾ C Corn (9 CHO) Mini Corn Dogs (2 M/2 WG - 28 CHO - 6E) Ketchup Packet (2 CHO)	½ C 100% Juice* ¾ C Tater Tots (20 CHO) Breakfast Sausage (2 M - 2 CHO) Pancakes (1 WG - 20 CHO - 1 E) Syrup Cup (30 CHO) Ketchup Packet (2 CHO)	½ C Banana (21 CHO) ¾ C Baked Beans (52 CHO) Chicken Patty (2 M - 22 CHO) Hamburger Bun (1.5 WG - 25 CHO) BBQ Packet (5 CHO)	½ C 100% Juice ½ C Corn (9 CHO) ½ C Mashed Potatoes (20 CHO) Meatloaf Patty (2 M - 3 CHO) Beef Gravy (9 CHO) Dinner Roll (1 WG - 12 CHO - 1 E)
8 HAMBURGER	9 HOTDOG	10 BREAKFAST PIZZA	11 CHEESE DIPPER	12 BBQ MEATLOAF
½ C 100% Juice* ¾ C Seasoned Beans (52 CHO) Beef Patty (2 M - 12 CHO) Bun (2 WG - 27 CHO) Ketchup Packet (2 CHO)	½ C Applesauce (14 CHO) ¾ C Corn (9 CHO) Turkey Hot Dog (2 M - 1 CHO) Hotdog Bun (2 WG - 27 CHO) Ketchup Packet (2 CHO)	½ C Fruit ¾ C Maple Cinnamon Carrots (11 CHO) Breakfast Pizzo (1 M/1.5 WG - 25 CHO) Ketchup Packet (2 CHO)	½ C Banana (21 CHO) ¾ C Green Beans (7 CHO) Cheese Stuffed Breadsticks (2 M/MMA/2 WG - 42 CHO - 2 E) Marinara Cup (14 CHO)	½ C 100% Juice ½ C Corn (5 CHO) ½ C Mashed Potatoes (20 CHO) BBQ Meatloaf Patty (2 M - 15 CHO) Dinner Roll (1 WG - 12 CHO - 1 E)
15 CHICKEN TENDERS	16 FLUFFY CAKES & LINKS	17 POPCORN CHICKEN BOWL	18 QUESADILLA	19 SWEET THAI BOWL
½ C 100% Juice ¾ C Baked Beans (52 CHO) Chicken Tenders (2 M/2 WG - 16 CHO) BBQ Packet (5 CHO)	½ C Applesauce (14 CHO) ¾ C Maple Cinnamon Carrots (11 CHO) Breakfast Sausage (2 M - 2 CHO) Pancakes (1 WG - 20 CHO - 1 E) Syrup Cup (30 CHO) Ketchup Packet (2 CHO)	½ C 100% Juice ½ C Broccoli (3 CHO) ½ C Mashed Potatoes (20 CHO) Breded Popcorn Chicken (1 WG/2 M - 14 CHO - 12 E)	½ C 100% Juice ¾ Fiesta Beans (54 CHO) Cheese Quesadilla (2 M/2 WG - 31 CHO - 3 E) Taco Packet (2 CHO)	½ C Banana (21 CHO) ¾ C Green Beans (11 CHO) Sweet Thai Chicken Chunks (1.6 M/0.8 WG - 23 CHO) ½ C Stir Fry Rice (1.7G - 25 CHO)
22 ENGLISH MUFFIN	23 CHICKEN PATTY	24 GRILLED CHEESE	25 DOGS IN A BLANKET	26 BBQ BASKET
½ C 100% Juice* ¾ C Tater Tots (20 CHO) English Muffin (2 WG - 14 CHO) Egg Patty & American Cheese (1.75 M - 2 CHO)	½ C Applesauce (14 CHO) ¾ C Green Beans (11 CHO) Chicken Patty (2 M - 22 CHO) Hamburger Bun (2 WG - 27 CHO) BBQ Packet (5 CHO)	½ C 100% Juice* ¾ C Carrots (11 CHO) Pullman Bread (2 WG - 24 CHO) American Cheese (2 MMA - 4 CHO)	½ C 100% Juice* ¾ C Seasoned Beans (52 CHO) Mini Corn Dogs (2 M/2 WG - 28 CHO - 6E) Ketchup Packet (2 CHO)	½ C Banana (21 CHO) ¾ C Seasoned Potatoes (27 CHO) BBQ Chicken Nuggets (2 M/1 WG - 21 CHO - 5 E) Ketchup Packet (2 CHO)
29 FRENCH TOAST	30 CHEESE PIZZA	Innovation Foods 1550 Enterprise Parkway Twinsburg, OH 44087 440-580-4800 www.ifsmeds.com This institution is an equal opportunity provider.		
½ C 100% Juice* ¾ C Tater Tots (20 CHO) French Toast (1.5 WG - 1.5 MMA - 28 CHO) Syrup Cup (30 CHO)	½ C Applesauce (14 CHO) ½ C Wagono Mango Juice (14 CHO) Cheese Pizzo (2 MMA/2 WG - ½ C V - 38 CHO)	Menu Subject To Change Served With Milk Apple, Fruit Punch Juice (14 CHO)		

Coversheet

Annual Renewal and Approval of Policies

Section: IV. Consent Agenda
Item: D. Annual Renewal and Approval of Policies
Purpose: Vote
Submitted by:
Related Material: Updated Health and Safety Policy Review.docx
Academic Prevention and Intervention Policy.pdf
Career Planning Policy-Updated 2024.pdf



Intergenerational S C H O O L S

Medication Policy

When a student is required to medication at school strict guidelines need to be followed.

- A request form for each medication must be completed and signed by a state licensed health care provider and be delivered to the school by an adult. No over the counter medication will be permitted unless ordered by a physician. Notes from the parents will not be accepted.
- Students are no permitted to carry an medication on their person. The only exception is for those students with asthma. In those cases, the school must have written permission from the doctor.
- New request forms must be submitted each year. Medication received must be in it's original container with the pharmacists label. A medication record will be kept on each student given medication throughout the school day. At the end of the school year or when the medication is discontinued, an adult must pick up the remaining medicine from the school.

Missing & Absent Child

All efforts will be made to identify possible missing children and notify the proper adults or agencies.

At the time of enrollment the school will obtain any records for a student's previous school as well as a certificate of birth. If a birth certificate is not available the schools will accept, a current passport, an attested transcript of the certificate of birth, baptismal certificate, hospital record of the birth or birth affidavit.

If the School receives notification from a law enforcement agency that it has made a missing child report for a current or a former student, then the School must mark the student's records so that whenever a copy of, or information regarding the records is requested, any School official responding to the request is alerted that the records are those of a reported missing child. Upon notification by a law enforcement agency that the student is no longer a missing child the School must remove the mark from the student's records in such a way that it would be impossible to tell that the records were ever marked.

www.intergenerationschools.org

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10825 Marcella Road
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**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

The School will also immediately give notice of the fact of a missing child to the Ohio Attorney General's missing children clearinghouse. The School will also assist parents in the case of a missing student by coordinating with the missing children clearinghouse

The primary responsibility for a student's attendance at School rests with his/her parent(s) or guardian(s). Parent(s)/guardian(s) must notify the School on the day a student is absent unless previous notification has been given in accordance with school procedure for excused absences. Parents or other responsible persons shall provide the School with their current home and/or work telephone numbers and home addresses, as well as emergency telephone numbers.

Health Exam & Immunization Policy

Incoming Students

- An annual physical is required for all incoming students. The physical should include a vision, hearing, and speech screener.

Returning Students

- A yearly physical is not required for returning students, but additional immunizations may be required.

Immunizations

- Students are required to have written proof of immunizations on file before the first day of school. If a medical form is not on file within the first 14 days of school, the student will be excluded from school until the form is received.





Approved: _____



THE Intergenerational S C H O O L S

ACADEMIC PREVENTION AND INTERVENTION POLICY

ASSESSMENTS

Each Intergenerational School shall assess student achievement and needs in all program areas in compliance with state and federal law, including all rules adopted by the State Board of Education and each school's Community School Sponsor Contract. The purpose of these assessments will be to determine the progress of students and to assist in attaining student performance objectives and educational achievement goals of the School.

STATE-REQUIRED TESTS

Each Intergenerational School shall administer all State-mandated tests to students at the times designated by the State Board of Education. For purposes of this policy, "achievement tests" for purposes of this Policy, are defined as those aligned with the Ohio academic content standards and model curriculum, designed to measure a student's level of skill in a specific subject area that is expected at the end of a designated grade and/or is required as part of the Ohio graduation requirement. For purposes of this Policy, "diagnostic assessments" include those assessments aligned with Ohio academic content standards and model curriculum, designed to measure student comprehension of academic content and mastery of related skills for a relevant subject area at each grade level, kindergarten through three. Each Intergenerational School will administer diagnostic assessments as required by Ohio law or regulation or as may be necessary to identify students who may not attain necessary academic standards.

All statewide tests shall be administered in accordance with all rules issued by the Ohio Department of Education and/or Ohio Board of Education. In addition to achievement tests and diagnostic assessments, staff members will assess the academic achievement and learning needs of each student. Procedures for such assessments may include, by illustration but not limitation, teacher observation techniques, cumulative student records, and/or student performance data collected through standard testing programs.

Any student receiving special education services may be excused from taking any particular test required if the individualized education program ("IEP") developed for the student excuses the student from taking that test and instead specifies that an alternative assessment method be used. The Alternative Assessment for a Student with Disability ("AASWD") is approved by the Department of Education to evaluate the performance of students with the most significant cognitive disabilities for whom regular assessments, even when accommodations are not appropriate. In general, the IEP shall not excuse the student from taking a test unless no reasonable accommodation can be made to enable the student to take the test. In that case, each school shall use AASWD to test students needing an alternate form of assessment.

Each Intergenerational School shall not use any student's failure to attain a specified score on any State mandated test as a factor in any decision to deny the student promotion to a higher-grade level, except as provided by law.

Approved: _____

INTERVENTION SERVICES

In accordance with this Policy, each Intergenerational School shall provide prevention/intervention services in pertinent subject areas to students who score below the proficient level on a reading, writing, mathematics, or science achievement test and/or who do not demonstrate academic performance at their grade level based on the results of a diagnostic assessment. Intervention services will be commensurate with the student's test performance in each such test area including prevention, intervention, or remediation. Such prevention, intervention or remediation programs may include, by way of illustration, remedial program content, one-on-one teacher/student interaction, computer-assisted remedial course material, student specific tutoring intervention and/or small group interaction. During the school year following the year in which the tests prescribed by the Ohio Revised Code are administered to any student, the School shall provide appropriate intervention services, commensurate with the student's test performance, including any intensive prevention, intervention, or remediation as required by state or federal law in any skill in which the student failed to demonstrate at least a score of proficient level on an achievement test.

For each student required to be offered intervention services, the School may involve the student's parent or guardian and classroom teacher in developing the intervention strategy and shall offer to the parent or guardian the opportunity to be involved in the intervention services.

THIRD GRADE READING GUARANTEE

To the extent required by law and applicable to each Intergenerational School, the School shall administer the required achievement tests, perform remediation, and retain students.

PROCEDURES FOR THE REGULAR COLLECTION OF STUDENT PERFORMANCE DATA

Each Intergenerational School shall develop procedures for the regular collection of student performance data; a plan for the design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of diagnostic assessments; and procedures for using student performance data to evaluate the effectiveness of intervention services and, if necessary, to modify such services.

The School shall keep records for each student including the following:

- A. A unique State student identification code or a student data verification code as required in accordance with R.C. 3301.0714(D)(2);
- B. A list or designation of which tests are required, and which tests are not required;
- C. A list or designation of which tests, required or not required, are taken and which are not taken at each test administration period;
- D. Score for each test taken;
- E. Whether each student attained the requisite performance standard designated for each required test;
- F. What if any tests must still be taken;
- G. Whether or not intervention must be provided

Approved: _____

No information shall be included on a student's transcript for a test which is not passed. When a student who has taken mandatory tests in a school leaves that school to enroll in another school, the school previously attended shall provide, immediately upon request by a school official from the enrolling school, all applicable records set forth above.

PROCEDURES FOR USING STUDENT PERFORMANCE DATA TO EVALUATE THE EFFECTIVENESS OF INTERVENTION SERVICES AND, IF NECESSARY, TO MODIFY SUCH SERVICES.

Each Intergenerational School shall utilize diagnostic assessments that are nationally-normed and aligned with State- standards to measure student performance data. Data will be collected to determine student performance in reading, math, language arts and science and the effectiveness of intervention services.

Student performance will be measured after each diagnostic assessment and compared with previous assessments to determine gains in each relevant subject category. Intervention and remediation programs may include by way of illustration, one-on-one tutoring, computer-assisted remedial curriculum, small group intervention and/or one-on-one student/teacher interaction will be employed. Subsequent diagnostic assessments will be employed after implementation of intervention and remediation programs to determine efficacy and effectiveness of such programs.

Model Career Advising & Financial Literacy Policy

The school's plan for career advising includes, providing:

- 1. Career Connections and Learning Strategies:**
 - a. Teachers will integrate, explicitly, grade-level connections between core competencies in reading, writing, and mathematics to future student career opportunities.
 - i. Aligns with Prior Content Knowledge/Sequence/Connections portion of the Ohio Teacher Evaluation System Rubric.
- 2. Career Advising for Students:**
 - a. Career advising/counseling to applying stage students (GLE 7-8), which includes meeting with each student at least once per trimester to discuss academic and career pathway opportunities.
 - i. Each student should follow the Intergenerational Schools layout of the "Overview of the Student Success Plan Outline."
- 3. Interventions/Career Advising for Students At-Risk of Dropping Out:**
 - a. Additional interventions and career advising for students who are identified as at risk of dropping out of school. These include:
 - i. Identifying students (Refining and Applying Stage – GLE 5-8) who are at risk of dropping out of school using a local, research-based method with input from teachers [students' current teachers and past stage teachers] and other appropriate school staff.
 1. Lack of attendance, tardiness, lack of adequate academic progress toward stage benchmarks, and suspensions will be used as indicators of a potentially "at-risk student."
 - ii. Development of a Student Success Plan for "at-risk student"
 1. School developed "at-risk student" notification form, which will be disseminated and discussed with parents at parent teacher conferences.
 - a. Additional meetings, if warranted, could be established if requested by teacher, administration, or parent.
- 4. Career Pathways Training:**
 - a. Principals will provide ongoing professional development training for employees/staff members on how to advise students on career pathways; including but not solely the use of the tools available in OhioMeansJobsK-12 and other online sources provided on the Ohio Department of Education website.
- 5. Pathways to Earn a High School Diploma:**
 - a. Multiple academic and career pathways through high school, to be discussed during high school mentoring, that students may choose to earn a high school diploma, including opportunities such as: earning college course credits in high school, work study programs, vocational opportunities, financial planning, etc.
- 6. Credit Flexibility—Academic and Career Tech:**
 - a. Not Applicable for K-8.
- 7. Documentation:**

This policy on career advising is reviewed at least once every two years and made available to students and families, local post-secondary institutions and district residents. Financial literacy is incorporated into the core curriculum for GLE 7-8 students. The policy is posted on the school's website (www.igschools.org).

Model Career Advising & Financial Literacy Policy

- a. Documentation on career advising for each student and the student's parent, guardian or custodian, as well as schools that the student may attend in the future will be maintained using the Intergenerational Schools "*Overview of the Student Success Plan Outline.*"
- b. Outline will include checklist of activities that support the student's academic, career and social/emotional development

8. Successful Postsecondary Transitions:

- a. Not Applicable for K-8.

This policy on career advising is reviewed at least once every two years and made available to students and families, local post-secondary institutions and district residents. Financial literacy is incorporated into the core curriculum for GLE 7-8 students. The policy is posted on the school's website (www.igschools.org).

Coversheet

Comprehensive Plan

Section: IV. Consent Agenda
Item: E. Comprehensive Plan
Purpose: Vote
Submitted by:
Related Material: Comprehensive Plan (TIS Leadership).pdf
Comprehensive Plan-Code of Regulations.docx
Comprehensive Plan (NWIS Leadership).pdf
Comprehensive Plan--Financial Policies.pdf
Comprehensive Plan (LIS Leadership).pdf
Comprehensive Plan--Educational Plan.pdf



School Leadership and Management IRN: 133215

Model Leadership

The Model Leadership structure has recently changed due to the departure of Molly Toussant, Director of Education at the end of the 21/22 school year. Brooke King, the Executive Director in conjunction with the Educational Advisory Council (EAC) restructured the schools' educational design. Due to the 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 the three schools to ensure uniformity in instruction.

School Leadership

Dr. Mario Clopton-Zymler is the current Principal at The Intergenerational School and reports directly to the Executive Director. Dr. Clopton-Zymler previously worked at Shaker Heights City School District first as a music teacher and Director of Chors. He also completed the Principal Internship program at Shaker Heights. Dr. Clopton-Zymler has a Bachelors in Music Education, a Masters in Music in Choral Conducting and Doctorate in Educational Leadership.

Tomika Tate is in her first year as Assistant Principal. She brings with her multiple years of experience supporting students, their families, and schools through her work an Assistant Dean and then Dean at Noble Academy. She has experience as an Athletic Director and Cheer Coach.

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NWIS • 3805 TerreL Avenue • Cleveland, Ohio 44113 • P 216.961.4308 • F 216.961.4606 • www.NearWestSchool.org
LIS • 18025 Marcella Road • Cleveland, Ohio 44119 • P 216.586.3872 • www.LakeshoreSchool.org

CODE OF REGULATIONS OF THE INTERGENERATIONAL SCHOOLS

(Amended and Restated October 30, 2019)

ARTICLE I – IDENTIFICATION

1.01 **Name**. The name of this corporation shall be known as The Intergenerational Schools (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 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, 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 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 30th 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.

4.08. 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.

4.09. 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.

4.10. 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 OF 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.



Intergenerational S C H O O L S

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 changed right before the 22/23 school year. 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.

Day to day operations of the network is overseen by Sarah Alonso, the Director of Model Operations. She supervises the Director of Safety & Facilities, Operations and IT Specialist, the HR Specialist, as well as the Enrollment Specialist.

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 has a Master's Degree in Educational Leadership and brings with her multiple years of teaching at the Intergenerational Schools.

www.intergenerationalschools.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

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

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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 30th 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 30th 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 15th of each year, recommend the annual Form 990 submission to the IRS for Boards' approval.
- By July 1st 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

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



Intergenerational SCHOOLS

A COMMUNITY OF LIFELONG LEARNERS

School Leadership and Management IRN: 014913

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 students safety, fiscal responsibility, compliance management, and the overall health and well-being of our students is lead by our School Leadership Team with strong support from our Model Leadership

We have created a smaller "Intergenerational School Network" consisting of the three schools who work collaboratively 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 changed right before the 22/23 school year. 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.

Day to day operations of the network is overseen by Sarah Alonso, the Director of Model Operations. She supervises the Director of Safety & Facilities, the Operations and IT Specialist, the HR Specialist, as well as the Enrollment Specialist.

School Leadership

Curtis Walker is the Principal of Lakeshore Intergenerational School. He started with the model in July of 2023. He has previous experience as a teacher, Assistant Principal and Principal in Arizona. Mr. Walker has a master's degree in Educational Leadership and Administration.

Jade Woodson is the Assistant Principal for Lakeshore Intergenerational School. Ms. Woodson started with Lakeshore mid-year during the 23/24 school year. She comes to us with a master's degree in Educational Leadership as well as teaching and Assistant Principal experience.



Education Plan

Revised and Board Approved March 2019

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Outline overview

- Educational Philosophy (*What learning is*)
- Strategies for Learning – Curriculum (*What we teach*)
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- 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"> ■ Designing instruction that is active and interactive ■ Giving clear directions ■ Asking open-ended questions ■ Pacing lessons and activities to keep students engaged ■ Offering meaningful learning choices ■ Giving high-quality feedback 	<ul style="list-style-type: none"> ■ Developing meaningful rules that connect to children’s learning goals ■ Explicitly teaching behavioral expectations ■ Establishing efficient routines that allow for a high degree of autonomy ■ Intervening before behavior goes off track ■ Providing clear, respectful, and immediate feedback when behavior does go off track ■ Keeping the class’s learning momentum going while calmly handling disruptions 	<ul style="list-style-type: none"> ■ Building a sense of community and shared purpose during the first weeks of school ■ Providing structures that allow students and teachers to get to know one another and appreciate differences ■ Devising routines that provide a sense of safety and predictability ■ Creating community traditions that nurture a sense of belonging, significance, and fun 	<ul style="list-style-type: none"> ■ Creating an organized physical environment that matches developmental needs ■ Structuring appropriately challenging lessons ■ Connecting learning to children’s strengths and interests

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*

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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

Revisions to Teacher Compensation Guidelines

Section: IV. Consent Agenda
Item: H. Revisions to Teacher Compensation Guidelines
Purpose:
Submitted by:
Related Material: Teacher Compensation Rules for FY25 2 2.pdf

Teacher Compensation Plan Guidelines
(Updated April 24, 2024)

1. Effective beginning with the 2024-25 School Year, there are **two Salary Scales** for teachers based on years of experience, education, and licensure. See attached for current scales.
 - a. **Licensed Salary Scale** for fully licensed teachers (including Resident Educator licenses).
 - b. **Substitute License Salary Scale** for teachers with a substitute teaching license (1yr or 5yr).
2. **Part-time** employees receive credit for a full year of teaching experience working within the IG's as an educator even if they work less than 40 hours a week during that full year.
3. **Partial Years**
 - a. Employees who start with the IG's late in the year (after the start of school) will receive a full year of teaching credit if they started before Spring Break. Employees starting after Spring Break will begin the next year as a "new employee" in terms of years of experience. Partial years outside the organization are not counted as a full year and no credit is given.
 - b. All people who start late and missed the beginning of the year trainings, will be notified upon hire (and in their letter of hire) that they must attend new teacher training days the following August.
 - c. If an Employee leaves before the end of the school year, that year will not be counted as a full year of teaching experience with the IG's and they will not be given credit for such year in the event they return to a teaching position with IG's in subsequent years.
4. Employees who have either (i) an **Out of State** license, (ii) a **lapsed full teaching license** or (iii) are eligible and in the process of obtaining their full teaching license and have completed all requirements, will start on the Licensed Salary Scale (not the substitute license scale) and will be given **90 calendar** days from the start of the school year to obtain full licensure.
 - a. They must have a valid Ohio substitute license for day one of work.
 - b. If they do not obtain their full Ohio teaching license within the 90-day period, they will receive a \$2,000 deduction to their salary retroactive to the beginning of the year. Their new salary will be recalculated to include this deduction and applied to the remainder of the payments of the relevant school year. In addition, this revised base salary will be the basis for calculating their salary for any subsequent school years unless and until they obtain full licensure . For staff hired prior to FY25, the licensure deduction will be \$1000 in 2024-25 but otherwise applied on the same terms as provided above.
 - c. If they obtain full licensure at any time the year, their salary will return to the licensed scale, and they will be paid back retroactively (made whole) from the beginning of the school year.

- d. If the application is in process and they and they are waiting on something outside of their control, we will have some flexibility and discretion in the application of the 90-day rule depending upon individual circumstances.

5. **Years of prior teaching experience are defined as**

a. Counted:

- i. Serving as the full time “teacher of record” for a full school year (full time teaching position if co-teaching, etc.)
- ii. Full time Admin experience for student-facing/instructional roles (i.e. Assistant Principal, Principal, instructional coaching) for a full school year
- iii. Full time Pre-K teaching for a full school year as the lead teacher of a classroom with planning and other responsibilities similar to a “teacher of record” (not an aide)
- iv. Working as a full-time contractor for the IG’s in a student-facing/instructional role for a full school year will be counted as a year of teaching experience with the IG’s in the event such individual subsequently joins the IG’s as an employee in the same or substantially similar position. They will receive a full year of teaching credit as if they had been employed by the IG’s for such year provided they started in such position prior to Spring Break.

b. Not counted:

- i. Partial or part time teaching years outside the organization.
- ii. Substitute teaching (short- or long-term or working as a maternity sub).
- iii. Working as a para/aide in a classroom or school.
- iv. Tutoring.
- v. Student teaching.

6. **Additional Counted Prior Experience:** For those fully licensed teachers who have taught at the IGs, **left and returned**, qualified full time years of teaching during the away period may be counted and added to years of any prior experience for purposes of calculating the appropriate starting scale upon return to the IG’s up to a maximum of 7 years when combined with any other qualified prior teaching experience, bringing the returning employee in at the top of the Starting Salary Scale. If they already had 7 or more years of qualified prior experience at the time they originally joined the IG’s , any interim years away from the model will not be counted. If they had less than 7 years prior to starting teaching at the IG’s, their interim years away from the model will count, up to the maximum of 7 total years of experience prior and in between IG employment. For this adjustment period, all years (prior and interim) will be used to calculate *prior experience* only for purposes of determining the appropriate starting salary on the scale upon return. Any interim years, however, would not be added to or counted as teaching years with the IG’s for this purpose.

- 7. A \$3,000 bump will be provided for obtaining a **master’s degree** while employed at the IG’s.
- 8. There will be a \$3,000 bump entering into a **5th year** of teaching at the IG’s.

9. Those on a **performance improvement plan** will not receive any increase (as is the case with the current Compensation Plan).
10. Someone coming in on the Sublicense Salary Scale, who **obtains their full teaching license** during the school year before December 31st, will be recalculated on the Licensed Salary Scale utilizing the same number of years of full-time teaching years with the IG's and any qualified prior teaching experience used to determine their place on the Sublicense Salary Scale and paid retroactively on the higher scale for that entire school year. If they obtain their license after January 1st, they will move to the Licensed Salary Scale for the remainder of that school year with no retroactive increase.

Coversheet

Approval of February and March Financials

Section: V. Finance
Item: A. Approval of February and March Financials
Purpose: Vote
Submitted by:
Related Material: IG Network - Feb'24 Financial Report.pdf
NWIS - Feb'24 Financial Report.pdf
IGC - Feb'24 Financial Report.pdf
TIS - Feb'24 Financial Report.pdf
LIS - Feb'24 Financial Report.pdf
TIS - Mar'24 Financial Report.pdf
IGC - Mar'24 Financial Report.pdf
NWIS - Mar'24 Financial Report.pdf
LIS - Mar'24 Financial Report.pdf
IG Network - Mar'24 Financial Summary.pdf



Financial Report – February 2024

Key Financials (in \$000s)	Schools Total	TIS	NWIS	LIS		IGC
YTD Core Program Net Income	+\$1,204	+\$612	+\$203	+\$389		+\$131
Projected FY24 Core Program Net Income	(\$793)	(\$463)	(\$337)	+\$7		(\$401)
Projected FY24 Core Program Budget Variance	(\$1,908)	(\$1,392)	(\$236)	(\$280)		(\$307)
Month-End Cash Balance	+8,958	+\$2,278	+\$4,769	+\$1,911		+1,305
Unrestricted Net Assets	+\$7,988	+\$2,170	+\$3,860	+\$1,958		+\$1,295

Fiscal Health Benchmarks		Standard	TIS	NWIS	LIS		IGC
Liquidity Ratio Index*	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	5.14	5.07	5.69		105.70
Operating Cash Ratio*	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	6.54 months	16.25 months	8.32 months		21.31 months
Reserve Ratio Index	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	6.23 months	13.15 months	8.53 months		21.14 months
February 2024 FTE Variance*	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	96.6%	92.9%	82.5%		---

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income

*School sponsor reporting requirement

IG Finance Advisory Committee Notes

- FY24 Network Projections

Total FY24 core program revenues for all three schools are projected to be \$8,326,955 while core program expenses are projected to be \$9,119,933. After extraordinary items and ESSER funds are included, the combined year-end core program surplus is projected to be \$731,009. A detailed budget-to-actual analysis is included within each organization's Monthly Financial Report.

- Planning for Fiscal Year 2025

With the 2023-2024 school year underway, it is imperative to look ahead to the 2024-2025 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 2024-2025 school year that is aligned to the school's long-term vision.

- State Revenue Projections

The projected state revenues in this report are updated based on the most recent State Foundation Payment reports from the Ohio Department of Education and Workforce. Projected revenues may fluctuate greatly from month to month based on the school's student data, especially the economically disadvantaged population. High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

Board Action Items

- 1) Continue discussions related to the need to ramp up philanthropic support.
- 2) Discuss and consider FY25 budget.



Financial Report – February 2024

FY23 Projection

Total FY24 core program revenues for all three schools are projected to be \$8,326,955 while core program expenses are projected to be \$9,119,933. After extraordinary items and ESSER funds are included, the combined year-end core program surplus is projected to be \$731,009. A detailed budget-to-actual analysis is included within each organization's Monthly Financial Report.

Model Rollup (1)	TIS	NWIS	LIS	Total	IGC
FTE ENROLLMENT (2)	206.65	212.86	121.40	540.91	
REVENUE					
State Foundation (excl SPED) (3)	\$ 1,793,572	\$ 1,800,484	\$ 1,268,356	\$ 4,862,412	\$ -
CCIP Funding (excl Title VI-B)	242,252	137,781	187,722	567,755	-
Facilities Funding	206,650	207,512	121,400	535,562	-
Property Tax Levy	-	178,288	204,485	382,773	-
Casino	19,322	17,827	19,002	56,151	-
Charter School Equity Supplement	134,323	138,372	78,910	351,605	-
BASE REVENUE	2,396,119	2,480,263	1,879,875	6,756,258	-
State Foundation SPED (3)	202,197	309,357	181,208	692,762	-
Title VI-B	50,696	58,127	42,695	151,518	-
Food Funding	63,667	63,755	75,405	202,827	-
Other Revenues	167,469	238,620	117,501	523,590	333,664
OTHER REVENUE	484,029	669,859	416,809	1,570,697	333,664
TOTAL REVENUE	2,880,148	3,150,123	2,296,685	8,326,955	333,664
EXPENSES					
Instruction Staff	\$ (1,029,586)	\$ (1,809,558)	\$ (711,298)	\$ (3,550,442)	\$ -
Admin/Ops Staff	(666,275)	(508,715)	(428,634)	(1,603,624)	(49,601)
Purchased Services - Food	(158,411)	(96,263)	(91,412)	(346,086)	-
Purchased Services - Special Education	(186,599)	(291,515)	(129,187)	(607,301)	-
Purchased Services - Facilities	(326,357)	(157,347)	(98,634)	(582,338)	-
Purchased Services - Consulting	(434,676)	(277,079)	(440,993)	(1,152,748)	(299,627)
Purchased Services - Other	(267,910)	(189,721)	(180,538)	(638,169)	-
Supplies	(204,323)	(114,821)	(170,438)	(489,582)	(31,927)
Other Expenses	(68,705)	(42,261)	(38,677)	(149,643)	(23,818)
TOTAL EXPENSES	(3,342,842)	(3,487,280)	(2,289,810)	(9,119,933)	(404,973)
CORE PROGRAM SURPLUS/(DEFICIT)	\$ (462,694)	\$ (337,157)	\$ 6,875	\$ (792,978)	\$ (71,309)
EXTRAORDINARY REVENUE & EXPENSES					
Rent & Mortgage	(74,842)	(35,000)	(220,000)	(329,842)	-
Facilities & Equipment	-	-	-	-	-
IGC Base Support (4)	74,842	35,000	220,000	329,842	(330,000)
HQ School Funding (5)	578,663	570,561	374,764	1,523,988	-
SURPLUS/(DEFICIT) after extraordinary	\$ 115,969	\$ 233,403	\$ 381,639	\$ 731,010	\$ (401,309)
ESSER Revenues	758,703	-	245,495	1,004,198	-
ESSER Expenses	(758,703)	-	(245,495)	(1,004,198)	-
SURPLUS/DEFICIT after ESSER	\$ 115,969	\$ 233,403	\$ 381,639	\$ 731,009	\$ (401,309)
PER STUDENT REVENUES	\$ 13,937	\$ 14,799	\$ 18,918	\$ 15,394	
PER STUDENT EXPENSES	\$ (16,176)	\$ (16,383)	\$ (18,862)	\$ (16,860)	

Notes

- (1) Projections include FY24 accruals projected to be paid after 06/30/24.
- (2) Projected Enrollment is based on school expected year-end FTE
- (3) Projected state foundation revenue reflects most recent month's FTEs
- (4) Projected FY24 IGC Donations are based upon contributions toward FY24 Rent & Mortgage, Facilities & Equipment
- (5) High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percenta

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – February 2024

Equity Position

The chart below outlines the balance sheet totals based upon current accounting records. All of the information in this financial report is based upon pre-audit estimates using available information as of March 12, 2024. 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 Schools
Balance Sheet Summary
February 29, 2024**

ASSETS	TIS	NWIS	LIS	Total	IGC
Current Assets					
Cash (1)	\$ 2,277,747	\$ 4,769,124	\$ 1,911,416	\$ 8,958,287	\$ 1,305,288
Accounts Receivable	378,600	52,999	331,871	763,470	-
Intranetwork Receivable	49,896	23,333	146,667	219,896	1,252
Other Current Assets	-	-	-	-	-
Total Current Assets	2,706,243	4,845,456	2,389,954	9,941,653	1,306,540
Non-Current Assets					
Capital Assets, net	1,243,725	33,869	-	1,277,594	72
Other Non-Current Assets	-	-	-	-	-
Total Non-Current Assets	1,243,725	33,869	-	1,277,594	72
TOTAL ASSETS	\$ 3,949,968	\$ 4,879,325	\$ 2,389,954	\$ 11,219,247	\$ 1,306,612
LIABILITIES					
Current Liabilities					
Accounts Payable	305,135	669,060	249,066	\$ 1,223,261	3,898
Wages and Benefits Payable (2)	185,051	285,729	170,611	641,391	8,463
Other Current Liabilities	36,805	-	-	36,805	-
Total Current Liabilities	526,991	954,789	419,677	1,901,457	12,361
Non-Current Liabilities					
Loan Payable	870,723	-	-	870,723	-
Capital Lease Payable	-	-	-	-	-
Total Non-Current Liabilities	870,723	-	-	870,723	-
TOTAL LIABILITIES	\$ 1,397,714	\$ 954,789	\$ 419,677	\$ 2,772,180	\$ 12,361
NET EQUITY					
Net Assets (3)					
Temp. Restricted - Capital	336,197	33,869	-	370,066	173
Other Restricted	46,370	30,266	12,538	89,174	(464)
Unrestricted Net Assets	2,169,687	3,860,402	1,957,739	7,987,828	1,294,643
TOTAL NET ASSETS (4)	2,552,254	3,924,536	1,970,277	8,447,068	1,294,352
TOTAL LIABILITIES AND NET ASSETS	\$ 3,949,968	\$ 4,879,325	\$ 2,389,954	\$ 11,219,248	\$ 1,306,713

Notes

- (1) Cash balances are based upon reconciled bank statements.
- (2) Wage and Benefits Obligations include stretch pay for staff and payroll tax liabilities.
- (3) Net Assets do not include GASB 68 pension liabilities since they are not a legal responsibility of the School.
- (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 – February 2024

Key Financials:

(in \$thousands)

- o YTD Core Program Net Income +\$182
- o FY24 Core Program Projected Net Income (\$374)
- o FY24 Core Program Projected Budget Variance (\$273)
- o Month-end Cash Balance +\$4,769
- o Unrestricted Net Assets +\$3,860

Fiscal Health:

Financial Benchmarks		Standard	NWIS	Status
Liquidity Ratio Index*	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	5.07	Exceeds
Operating Cash Ratio*	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	16.08 months	Exceeds
Reserve Ratio Index	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	13.02 months	Exceeds
FTE Variance - February 2024*	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	92.9%	Meets

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income.

*School sponsor reporting requirement

Treasurer Notes:

- o **FY24 Projection**
Near West Intergenerational School's FY24 surplus through February was \$729,524. The year-end surplus is projected to be \$196,438 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$3,150,123, an unfavorable (\$289,913) budget variance. The Core Program Expenses for FY24 are projected to be (\$3,524,245), a favorable \$17,276 budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$272,637) based upon current revenue and expense assumptions.
- o **Planning for Fiscal Year 2025**
The planning for the 2024-2025 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 2024-2025 school year that is aligned to the school's long-term vision.
- o **State Revenue Projections**
The projected state revenues in this report are updated based on the most recent State Foundation Payment reports from the Ohio Department of Education and Workforce. Projected revenues may fluctuate greatly from month to month based on the school's student data, especially the economically disadvantaged population. High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

Proposed Board Action Items:

- 1) Continue discussions related to the need to ramp up philanthropic support.
- 2) Discuss and consider the FY25 budget.

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.

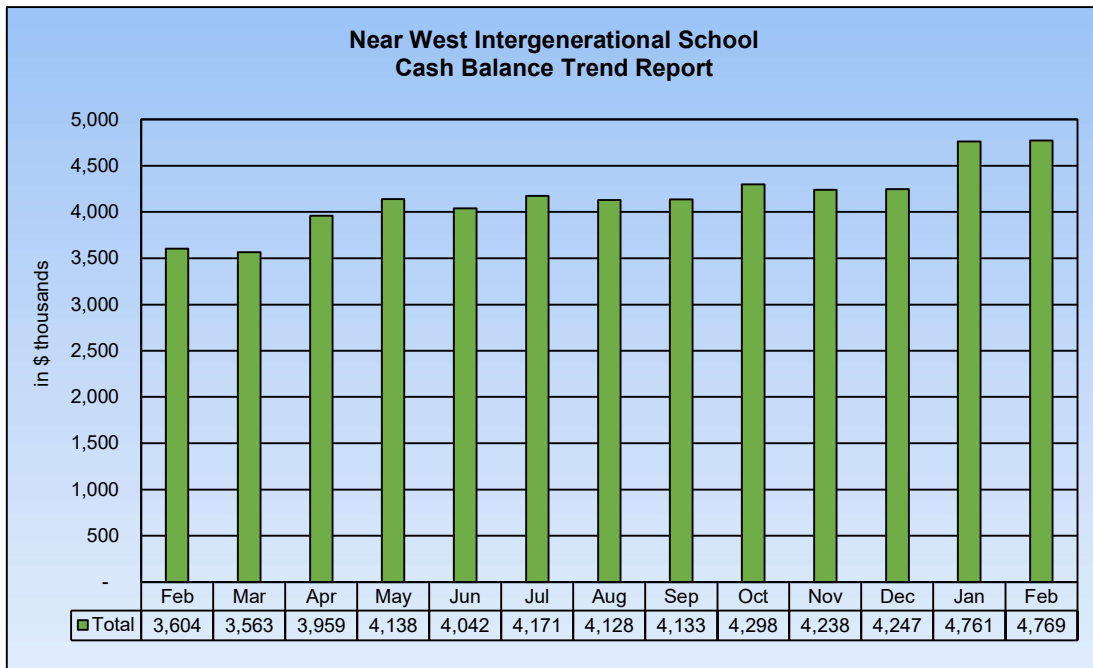


Financial Report – February 2024

Cash Position

The total cash balance for the Near West Intergenerational School was \$4,769,124 at the end of February. Unrestricted Funds closed the month at \$4,790,819. The Restricted Funds closed the month at (\$21,695). 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	\$ 4,918,152
Food	\$ (73,548)
IGC Expenses	\$ (53,785)
Subtotal	\$ 4,790,819
<i>Restricted Funds</i>	
ARP IDEA	\$ (338)
Ohio Arts	\$ 4,920
Wellness	\$ 22,541
Safety Grant	\$ 2,500
ESSER III	\$ (2,415)
Title VI-B	\$ (8,581)
Schoolwide	\$ (27,037)
Athletic Fund	\$ 55
EOEC	\$ (15,840)
State Grant	\$ 2,500
Subtotal	\$ (21,695)
Total	\$ 4,769,124



Bank Reconciliation

The table below provides a summary of Near West Intergenerational School reconciliation for the period ending February 29, 2024. The ending book balance was \$4,769,124. The ending bank statement balance was \$4,792,687. Outstanding checks (checks that have been sent, but not yet cashed) totaled \$23,562. Monthly interest from the STAR Ohio account was \$18,954.

Near West Intergenerational School February 29, 2024	
Book Balance	
Beginning Book Balance	\$ 4,760,650
Ending Book Balance	\$ 4,769,124
Bank Balance	
Key Bank Balance	134,246
STAR Ohio Balance	4,658,440
Ending Bank Balance	\$ 4,792,687
Outstanding Checks	23,562
Reconciled Cash Balance	\$ 4,769,124

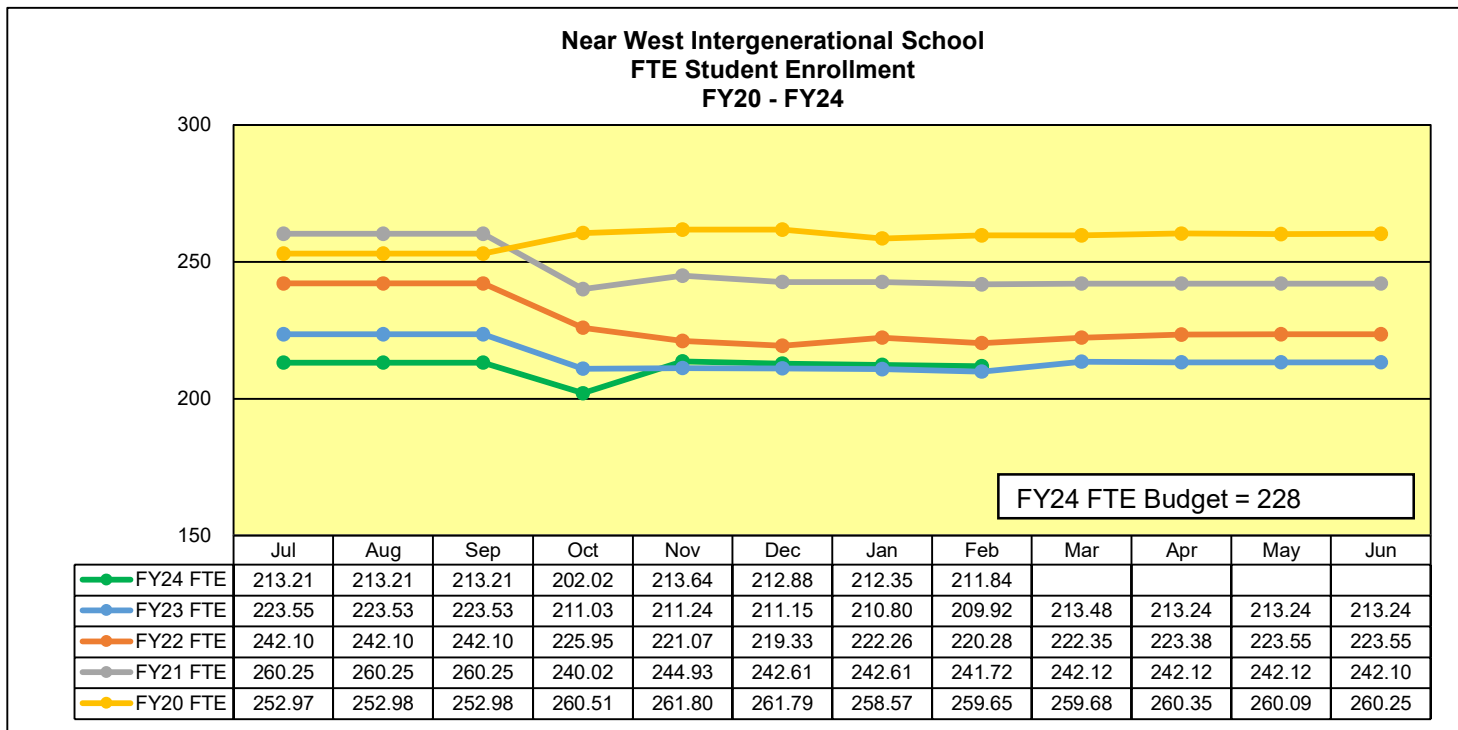
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Financial Report – February 2024

Student Enrollment

The chart below provides a trend line summary of Full Time Equivalent (FTE) student enrollment. The October 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. NWIS enrollment was 211.84 in February, which is 26.16 FTE below budget.



Federal Programs

The chart below provides a summary of the FY24 federal allocations for the Near West Intergenerational School Consolidated Federal Programs (CCIP). Allocations are earmarked for salaries, benefits and professional development services. The CCIP allocation for FY24 is \$612,627. Disbursements have totaled \$373,815 year-to-date. Receipts have totaled \$342,868 year-to-date.

Near West Intergenerational School CCIP - Federal Education Programs						
Federal Program	Schoolwide	Stronger Connections	IDEA-B	ESSER 3		Totals
FY24 Allocation	\$ 548,282	\$ 6,212	\$ 58,133	\$ -		\$ 612,627
YTD Receipts	311,037	-	31,831	-		342,868
YTD Disbursements	338,074	-	35,741	-		373,815
Fund Balance	(27,037)	6,212	(3,910)	-		(24,735)
Encumbered Funds	210,158	-	22,386	-		232,544
Allocation Balance	-	\$ 6,212	-	\$ -		\$ 6,212

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – February 2024

FY24 Projection

Near West Intergenerational School's FY24 surplus through February was \$729,524. The year-end surplus is projected to be \$196,438 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$3,150,123, an unfavorable (\$289,913) budget variance. The Core Program Expenses for FY24 are projected to be (\$3,524,245), a favorable \$17,276 budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$272,637) based upon current revenue and expense assumptions.

	YTD Actual (1)	FY24 Projection (2)	FY24 Act + Proj	FY24 Budget (3)	Budget Variance
FTE ENROLLMENT (4)	211.84	1.02	212.86	228.00	(15.14)
REVENUE					
State Foundation (excl SPED) (5)	\$ 1,310,418	\$ 490,066	\$ 1,800,484	\$ 2,096,537	\$ (296,053)
CCIP Funding (excl Title VI-B)	77,860	59,921	137,781	136,834	947
Facilities Funding	17,146	190,366	207,512	238,000	(30,489)
Property Tax Levy	140,793	37,495	178,288	178,288	-
Casino	13,954	3,873	17,827	17,827	-
Charter School Equity Supplement	92,184	46,188	138,372	152,320	(13,948)
BASE REVENUE	1,652,355	827,908	2,480,263	2,819,806	(339,542)
State Foundation SPED	201,153	108,204	309,357	223,526	85,831
Title VI-B	31,831	26,296	58,127	58,133	(6)
Food Funding (7)	19,543	44,212	63,755	102,039	(38,284)
Other Revenues	159,080	79,540	238,620	236,532	2,088
OTHER REVENUE	411,608	258,252	669,859	620,230	49,630
TOTAL REVENUE	2,063,963	1,086,160	3,150,123	3,440,035	(289,913)
EXPENSES					
Instruction Staff (6)	\$ (938,379)	\$ (871,179)	\$ (1,809,558)	\$ (1,953,966)	\$ 144,408
Admin/Ops Staff	(332,780)	(175,936)	(508,715)	(567,532)	58,817
Purchased Services - Food (7)	(48,263)	(48,000)	(96,263)	(124,039)	27,776
Purchased Services - Special Education	(107,622)	(183,893)	(291,515)	(287,834)	(3,681)
Purchased Services - Facilities	(57,828)	(99,518)	(157,347)	(157,340)	(7)
Purchased Services - Consulting	(208,708)	(93,988)	(302,695)	(146,450)	(156,245)
Purchased Services - Other	(113,692)	(87,379)	(201,071)	(187,686)	(13,385)
Supplies	(54,365)	(60,456)	(114,821)	(88,950)	(25,871)
Other Expenses	(20,030)	(22,231)	(42,261)	(27,725)	(14,536)
TOTAL EXPENSES	(1,881,666)	(1,642,579)	(3,524,245)	(3,541,522)	17,276
SURPLUS/DEFICIT	\$ 182,297	\$ (556,420)	\$ (374,123)	\$ (101,486)	\$ (272,637)
EXTRAORDINARY REVENUE & EXPENSES					
Rent	(23,333)	(11,667)	(35,000)	(35,000)	-
Facilities & Equipment	-	-	-	-	-
IGC Base Support	-	35,000	35,000	35,000	-
HQ School Funding (8)	570,561	-	570,561	639,630	(69,069)
SURPLUS/DEFICIT incl Extraordinary Items	\$ 729,524	\$ (533,086)	\$ 196,438	\$ 538,144	\$ (341,706)
ESSER	-	-	-	-	-
SURPLUS/DEFICIT incl ESSER	\$ 729,524	\$ (533,086)	\$ 196,438	\$ 538,144	\$ (341,706)

Notes

- (1) YTD Actuals are cash transactions for FY24 activities for the period of 07/01/23 to 02/29/24 (excludes FY23 activity).
- (2) FY24 Projections are anticipated cash transactions for remaining FY24 activity (includes FY24 accruals to be paid/rec'd after 06/30/24).
- (3) FY24 Budget based upon the approved October 2023 approved budget.
- (4) Projected enrollment is based on the expected year end enrollment.
- (5) Projected State Revenue variance aligns with the most recent payment information from ODE
- (6) Positive variance in Instruction Staff due to vacant positions
- (7) Revised food revenue and expense projections due to lower than expected costs and claims.
- (8) High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – February 2024

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 March 14, 2024. 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 February 2024 and February 2023

ASSETS	2/29/2024	2/28/2023	\$ Change
Current Assets			
Cash	\$ 4,769,124	\$ 3,604,335	\$ 1,164,789
Accounts Receivable (1)	52,999	141,542	(88,543)
IGC Receivable	23,333	-	23,333
Other Current Assets	-	-	-
Total Current Assets	4,845,456	3,745,877	1,099,579
Non-Current Assets			
Capital Assets, net	33,869	44,653	(10,784)
Other Non-Current Assets	-	-	-
Total Non-Current Assets	33,869	44,653	(10,784)
TOTAL ASSETS	\$ 4,879,325	\$ 3,790,530	\$ 1,088,795
LIABILITIES			
Current Liabilities			
Accounts Payable (2)	\$ 669,060	\$ 409,732	\$ 259,328
Wages & Benefits Payable (3)	285,729	122,554	163,175
Loan Payable	-	-	-
Total Current Liabilities	954,788	532,286	422,502
Non-Current Liabilities			
Note Payable	-	-	-
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	-	-	-
TOTAL LIABILITIES	\$ 954,788	\$ 532,286	\$ 422,502
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	33,869	44,653	(10,784)
Restricted	30,266	75,894	(45,628)
Unrestricted	3,860,402	3,137,697	722,705
TOTAL NET ASSETS (4)	3,924,537	3,258,244	666,293
TOTAL LIABILITIES & NET ASSETS	\$ 4,879,325	\$ 3,790,530	\$ 1,088,795

Notes

- (1) Accounts Receivables include CCIP/Title reimbursements.
- (2) Year over year decrease in Accounts Payable is due to process refinements.
- (3) Wage and Benefits Obligations include stretch pay for teachers and associated benefits.
- (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 – February 2024

Key Financials:

(in \$thousands)

o YTD Net Income	+\$131
o FY24 Projected Net Income	(\$401)
o FY24 Projected Budget Variance	(\$307)
o Month-end Cash Balance	+\$1,305
o Unrestricted Net Assets	+\$1,295

Fiscal Health:

Benchmarks		IGC
Liquidity Ratio Index	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	105.70
Operating Cash Ratio	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	21.31 months
Reserve Ratio Index	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	21.14 months

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income.

Treasurer Notes:

o **FY24 Projection**

Intergenerational Cleveland's FY24 surplus through February was \$130,862. The year-end deficit is projected to be (\$401,310) based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$333,664, a favorable (\$285,836) budget variance. The Core Program Expenses for FY24 are projected to be (\$404,974), an unfavorable (\$21,534) budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$307,370) based upon current revenue and expense assumptions.

o **Cash Flow**

The cash balance for IGC decreased by \$19,305 in February. Near-term cash balances are expected to decrease based on projected operating expenses and expected fundraising.

o **Major Donors**

\$329,066 has been received in Direct Support year-to-date. Of that total, \$200,000 is an annual gift from Perkins Malo Hunter Foundation, \$110,000 from the Sauerland Foundation, \$7,500 from McMaster Carr, and the remaining \$11,566 is from other sources

Proposed Board Action Items:

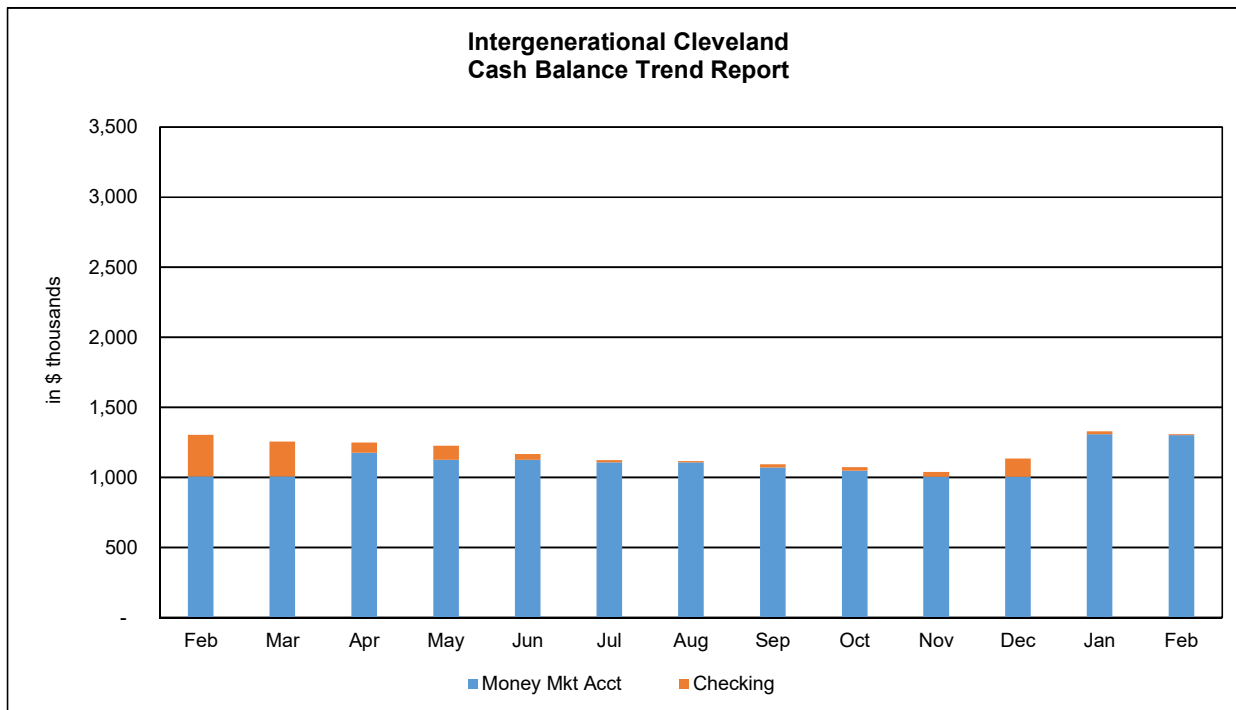
- 1) **Continue planning related to IGC long-term financial goals, including specific benchmarks related to revenue generation and/or expenses reduction objectives for FY24 and beyond.**

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.

Financial Report – February 2024

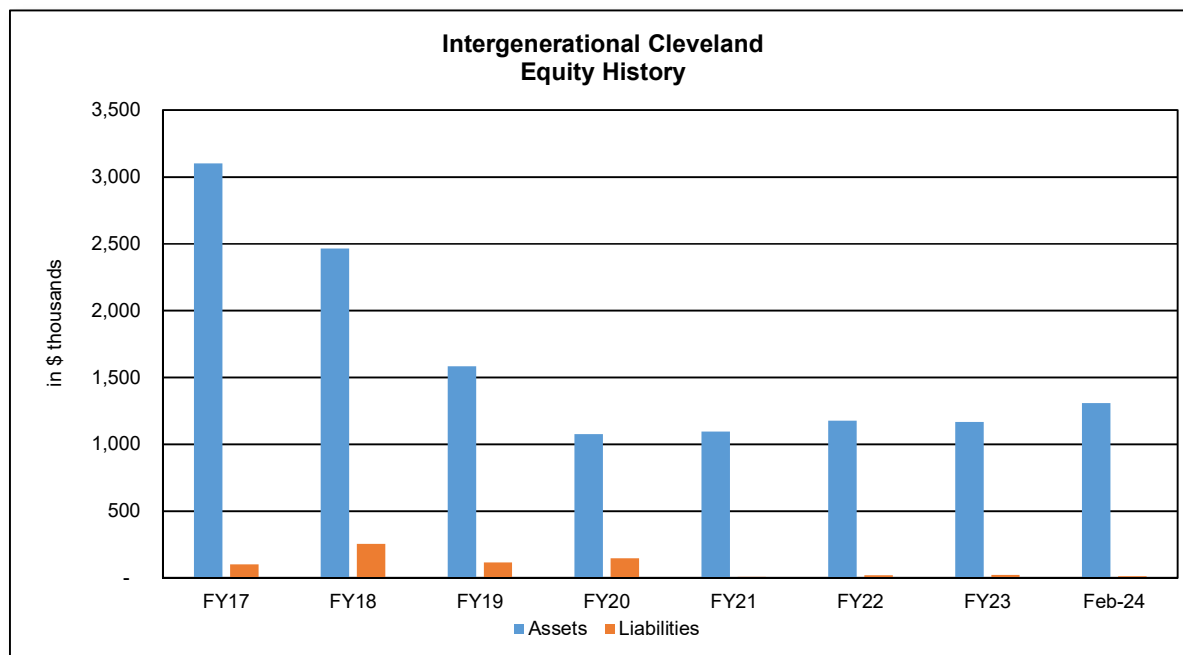
Cash Position

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 Feb 2024. Both assets and liabilities reduced significantly during FY17 to FY20 as a result of Base Support distributions to the schools. FY23 & Feb 2024 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 – February 2024

FY24 Projection

Intergenerational Cleveland's FY24 surplus through February was \$130,862. The year-end deficit is projected to be (\$401,310) based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$333,664, a favorable (\$285,836) budget variance. The Core Program Expenses for FY24 are projected to be (\$404,974), an unfavorable (\$21,534) budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$307,370) based upon current revenue and expense assumptions.

	YTD Actual (1)	FY24 Projection (2)	FY24 Act + Proj	FY24 Budget (3)	Budget Variance
REVENUE					
Direct Support (4)	\$ 329,066	\$ -	\$ 329,066	\$ 550,000	\$ (220,934)
School Revenues	-	-	\$ -	69,500	(69,500)
Other Revenues	3,065	1,532	\$ 4,597	-	4,597
TOTAL REVENUE	332,131	1,532	333,664	619,500	(285,836)
EXPENSES					
Admin/Ops Staff	\$ (32,654)	\$ (16,947)	\$ (49,601)	\$ (54,920)	\$ 5,319
Purchased Services (excl rent)	(124,521)	(175,107)	\$ (299,627)	(311,700)	12,073
Supplies	(21,677)	(10,250)	\$ (31,927)	(10,270)	(21,657)
Other Expenses	(22,418)	(1,400)	\$ (23,818)	(6,550)	(17,268)
TOTAL EXPENSES	(201,270)	(203,704)	(404,974)	(383,440)	(21,534)
CORE PROGRAM SURPLUS/DEFICIT	\$ 130,862	\$ (202,172)	\$ (71,310)	\$ 236,060	\$ (307,370)
EXTRAORDINARY REVENUE & EXPENSES					
IGC Base Support	\$ -	(330,000)	\$ (330,000)	(330,000)	-
SURPLUS/DEFICIT incl Extraordinary Item	\$ 130,862	\$ (532,172)	\$ (401,310)	\$ (93,940)	\$ (307,370)

Notes

- 1 YTD Actuals are cash transactions for FY24 activities for the period of 07/01/23 to 02/29/24 (excludes FY23 activity).
- 2 FY24 Projections are anticipated cash transactions for remaining FY24 activity (includes FY24 accruals to be paid/rec'd after 06/30/24).
- 3 FY24 Budget is based upon May approved budget.
- 4 At this time, we do not anticipate any major additional direct support



Financial Report – February 2024

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 March 12, 2024. 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
February 2024 and February 2023**

ASSETS	2/29/2024	2/28/2023	\$ Change
Current Assets			
Cash	\$ 1,305,288	\$ 1,266,450	\$ 38,839
Accounts Receivable	-	-	-
Intranetwork Receivable	1,252	1,252	-
Other Current Assets	-	-	-
Total Current Assets	<u>1,306,540</u>	<u>1,267,702</u>	<u>38,839</u>
Non-Current Assets			
Capital Assets, net	72	115	(43)
Other Non-Current Assets	-	-	-
Total Non-Current Assets	<u>72</u>	<u>115</u>	<u>(43)</u>
TOTAL ASSETS	\$ 1,306,612	\$ 1,267,817	\$ 38,795
LIABILITIES			
Current Liabilities			
Accounts Payable	3,898	(26,142)	30,041
Wages & Benefits Payable	8,463	5,635	2,827
Other Current Liabilities	-	-	-
Total Current Liabilities	<u>12,361</u>	<u>(20,507)</u>	<u>32,868</u>
Non-Current Liabilities			
Note Payable	-	-	-
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL LIABILITIES	\$ 12,361	\$ (20,507)	\$ 32,868
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	72	115	(43)
Restricted	(464)	-	(464)
Unrestricted	1,294,643	1,288,209	6,434
TOTAL NET ASSETS	<u>1,294,251</u>	<u>1,288,324</u>	<u>5,927</u>
TOTAL LIABILITIES & NET ASSETS	\$ 1,306,612	\$ 1,267,817	\$ 38,795

Notes

- Accounts Payable include support payments receivable by network schools.
- 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 – February 2024

Key Financials:

(in \$thousands)

- o YTD Core Program Net Income +\$612
- o FY24 Core Program Projected Net Income (\$463)
- o FY24 Core Program Projected Budget Variance (\$1,392)
- o Month-end Cash Balance +\$2,278
- o Unrestricted Net Assets +\$2,170

Fiscal Health:

Financial Benchmarks		Standard	TIS	Status
Liquidity Ratio Index*	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	5.14	Exceeds
Operating Cash Ratio*	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	6.54 months	Exceeds
Reserve Ratio Index	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	6.23 months	Exceeds
FTE Variance - February 2024*	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	96.6%	Exceeds

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income.

*School sponsor reporting requirement

Treasurer Notes:

o **FY24 Projection**

The Intergenerational School's FY24 surplus through February was \$268,456. The year-end surplus is projected to be \$115,969 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$2,880,148, an unfavorable (\$1,119,121) budget variance. The Core Program Expenses for FY24 are projected to be (\$3,342,842), an unfavorable (\$272,851) budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$462,693) based upon current revenue and expense assumptions.

o **Planning for Fiscal Year 2025**

The planning for the 2024-2025 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 2024-2025 school year that is aligned to the school's long-term vision.

o **State Revenue Projections**

The projected state revenues in this report are updated based on the most recent State Foundation Payment reports from the Ohio Department of Education and Workforce. Projected revenues may fluctuate greatly from month to month based on the school's student data, especially the economically disadvantaged population. High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

Proposed Board Action Items:

- 1) **Continue discussions related to the need to ramp up philanthropic support.**
- 1) **Discuss and consider the FY25 budget.**

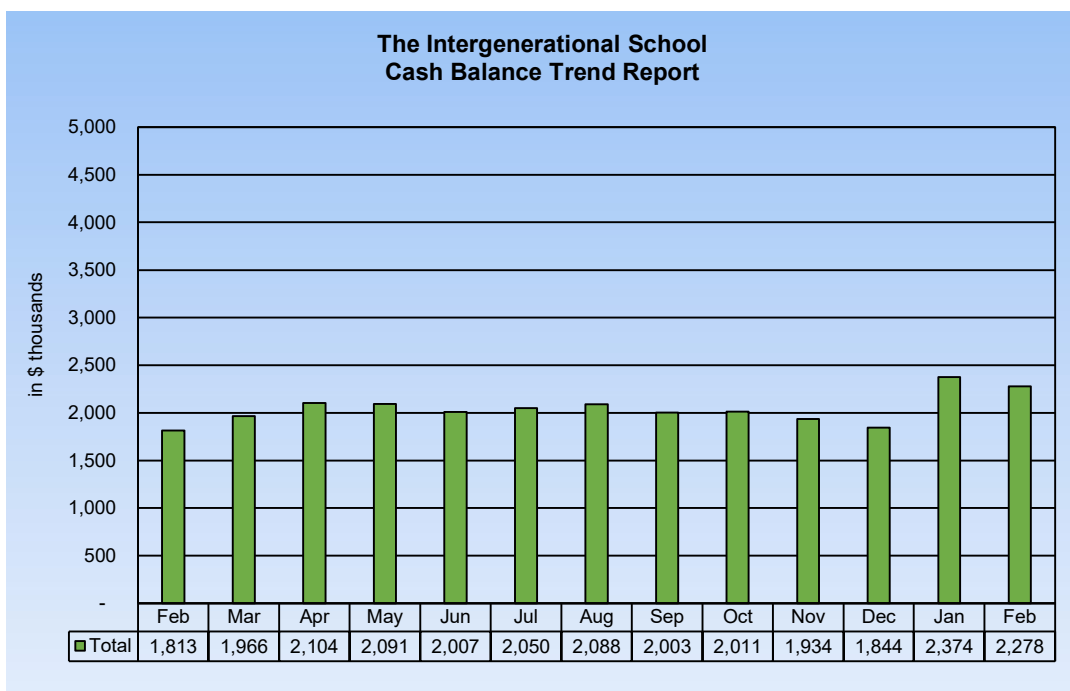


Financial Report – February 2024

Cash Position

The total cash balance for the The Intergenerational School was \$2,277,747 at the end of February. Unrestricted Funds closed the month at \$2,639,341. The Restricted Funds closed the month at (\$361,594). Cash flow trend details for the past 13 months are provided on the chart below. Increased cash position due to deposit of High Quality funding dollars.

MONTH END CASH BALANCE DETAIL	
<i>Unrestricted Funds</i>	
General	\$ 3,011,272
Food	(164,188)
IGC Expense	(207,743)
Subtotal	\$ 2,639,341
<i>Restricted Funds</i>	
Parent Group	\$ 4,067
St. Luke's Grant	370
Donate to Cancer	222
Sensory Room	210
Wellness	18,473
Flood Fund	-
Safety Grant	2,376
Title VI-B	(2,357)
ESSER III	(343,325)
Schoolwide	(32,918)
Athletic Fund	(8,712)
Subtotal	\$ (361,594)
Total	\$ 2,277,747



Bank Reconciliation

The table below provides a summary of The Intergenerational School reconciliation for the period ending February 29, 2024. The ending book balance was \$2,277,747. The ending bank statement balance was \$2,311,576. Outstanding checks (checks that have been sent, but not yet cashed) totaled \$33,829. Monthly interest from the STAR Ohio account was \$7,789.

The Intergenerational School	
February 29, 2024	
Book Balance	
Beginning Book Balance	\$ 2,373,695
Ending Book Balance	\$ 2,277,747
Bank Balance	
Key Bank Balance	193,782
Erie Bank Balance	57,866
STAR Ohio Balance	2,059,929
Ending Bank Balance	\$ 2,311,576
Outstanding Checks & Deposits	33,829
Reconciled Cash Balance	\$ 2,277,747

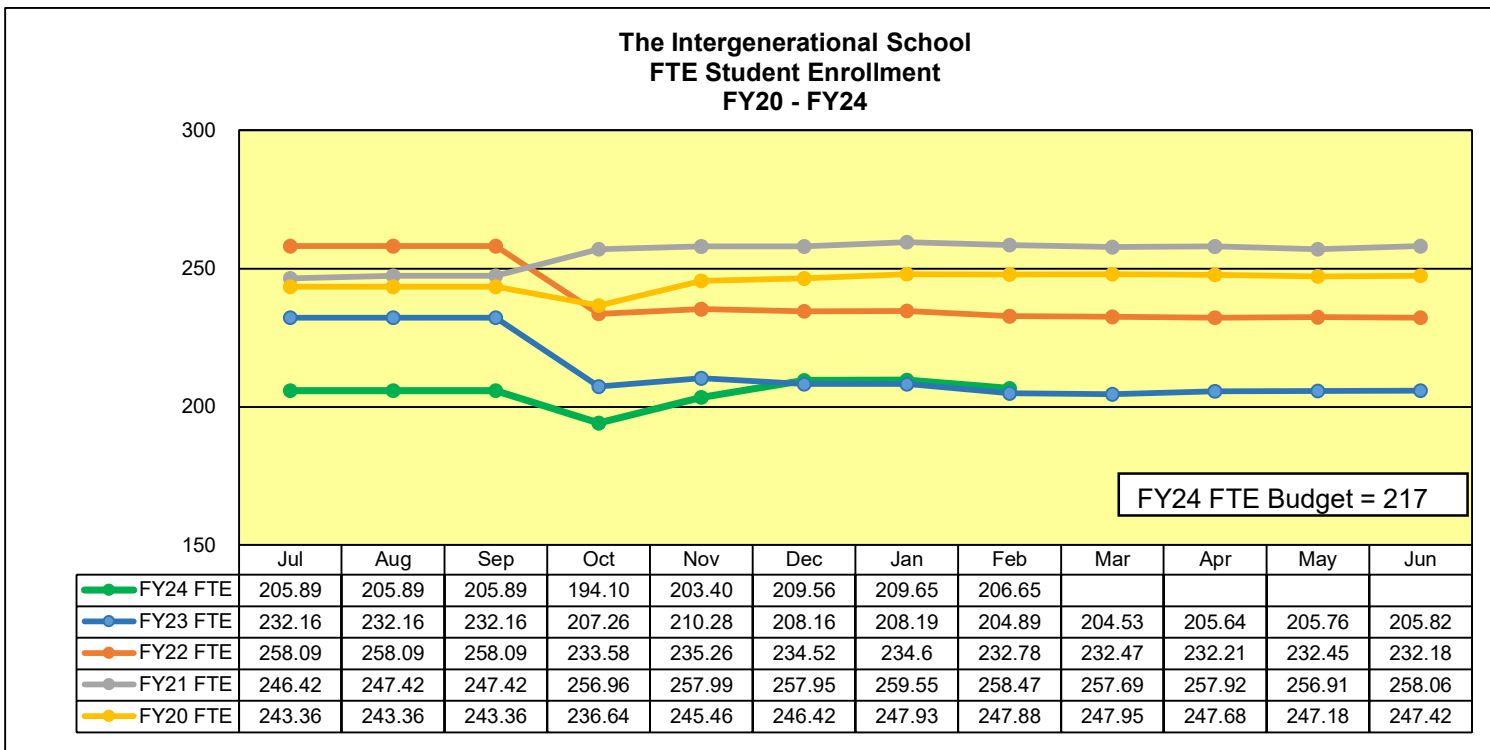
The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – February 2024

Student Enrollment

The chart below provides a trend line summary of Full Time Equivalent (FTE) student enrollment. The October 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. TIS enrollment was 206.65 in February, which is 10.35 FTE below budget.



Federal Programs

The chart below provides a summary of the FY24 federal allocations for The Intergenerational School Consolidated Federal Programs (CCIP). Allocations are earmarked for salaries, benefits and professional development services. The CCIP allocation for FY24 is \$1,602,241. Disbursements have totaled \$801,995 year-to-date. Receipts have totaled \$423,395 year-to-date.

The Intergenerational School CCIP - Federal Education Programs						
Federal Program	Schoolwide	Stronger Connections	IDEA-B	ESSER 3		Totals
FY24 Allocation	\$ 735,802	\$ 57,041	\$ 50,696	\$ 758,703		\$ 1,602,241
YTD Receipts	398,421	-	24,974	-		423,395
YTD Disbursements	431,339	-	27,331	343,325		801,995
Fund Balance	(32,918)	57,041	(2,357)	(343,325)		(321,559)
Encumbered Funds	304,463	-	23,364	415,379		743,206
Allocation Balance	\$ 0	\$ 57,041	\$ 0	\$ (1)		\$ 57,040

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – February 2024

FY24 Projection

The Intergenerational School's FY24 surplus through February was \$268,456. The year-end surplus is projected to be \$115,969 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$2,880,148, an unfavorable (\$1,119,121) budget variance. The Core Program Expenses for FY24 are projected to be (\$3,342,842), an unfavorable (\$272,851) budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$462,693) based upon current revenue and expense assumptions.

	YTD Actual (1)	FY24 Projection (2)	FY24 Act + Proj	FY24 Budget (3)	Budget Variance
FTE ENROLLMENT (4)	209.65	(3.00)	206.65	217.00	(10.35)
REVENUE					
State Foundation (excl SPED) (5)	\$ 1,211,667	\$ 581,905	\$ 1,793,572	\$ 2,023,525	\$ (229,953)
CCIP Funding (excl Title VI-B) (6)	99,605	142,647	242,252	734,121	(491,869)
Facilities Funding	136,152	70,498	206,650	217,000	(10,350)
Property Tax Levy (7)	-	-	-	247,238	(247,238)
Casino	13,456	5,866	19,322	19,322	-
Charter School Equity Supplement	90,706	43,617	134,323	141,050	(6,728)
BASE REVENUE	1,551,587	844,532	2,396,119	3,382,256	(986,138)
State Foundation SPED	145,896	56,301	202,197	294,699	(92,502)
Title VI-B	24,974	25,722	50,696	50,696	-
Food Funding (9)	13,835	49,832	63,667	158,411	(94,744)
Other Revenues	111,652	55,817	167,469	113,207	54,262
OTHER REVENUE	296,357	187,673	484,030	617,013	(132,983)
TOTAL REVENUE	1,847,943	1,032,205	2,880,148	3,999,269	(1,119,121)
EXPENSES					
Instruction Staff	\$ (559,432)	\$ (470,154)	\$ (1,029,586)	\$ (995,105)	\$ (34,481)
Admin/Ops Staff	(385,515)	(280,759)	(666,274)	(633,618)	(32,656)
Purchased Services - Food (9)	(94,321)	(64,090)	(158,411)	(158,411)	-
Purchased Services - Special Education	(60,187)	(126,412)	(186,599)	(176,949)	(9,650)
Purchased Services - Facilities	(201,695)	(124,662)	(326,357)	(331,100)	4,743
Purchased Services - Consulting	(183,879)	(250,798)	(434,676)	(276,105)	(158,571)
Purchased Services - Other	(154,320)	(113,590)	(267,910)	(261,094)	(6,816)
Supplies	(87,469)	(116,854)	(204,323)	(191,689)	(12,634)
Other Expenses	(38,113)	(30,592)	(68,705)	(45,920)	(22,785)
TOTAL EXPENSES	(1,764,931)	(1,577,911)	(3,342,842)	(3,069,991)	(272,851)
SURPLUS/DEFICIT	\$ 83,012	\$ (545,705)	\$ (462,693)	\$ 929,278	\$ (1,391,971)
EXTRAORDINARY REVENUE & EXPENSES					
Rent	(49,894)	(24,947)	(74,842)	(74,842)	-
Facilities & Equipment	-	-	-	-	-
IGC Base Support	-	74,842	74,842	74,842	-
HQ School Funding (10)	578,663	-	578,663	651,000	(72,337)
SURPLUS/DEFICIT incl Extraordinary Items	\$ 611,780	\$ (495,811)	\$ 115,969	\$ 1,580,278	\$ (1,464,308)
ESSER Revenues	-	758,703	758,703	758,703	-
ESSER Expenses	(343,325)	(415,379)	(758,703)	(707,238)	(51,465)
SURPLUS/DEFICIT incl ESSER	\$ 268,456	\$ (152,487)	\$ 115,969	\$ 1,631,742	\$ (1,515,774)

Notes

- (1) YTD Actuals are cash transactions for FY24 activities for the period of 07/01/23 to 02/29/24 (excludes FY23 activity).
- (2) FY24 Projections are anticipated cash transactions for FY24 (includes FY24 accruals projected to be paid after 06/30/24).
- (3) FY24 Budget based upon the approved April approved budget.
- (4) Projected enrollment is based on the expected year end enrollment.
- (5) Increase in state foundation funding attributed to an increase in economic disadvantaged student reporting month over month
- (6) Projected CCIP revenue shortfall is due to actual allocations from ODE
- (7) Projected Property Tax shortfall is due to TIS no longer being a CMSD partner school in FY24
- (8) Decrease in SPED foundation funding attributed to maximizing state SPED funding formula allocation
- (9) Revised food revenue and expenses to reflect year-to-date information.
- (10) High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – February 2024

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 March 13, 2024. 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
February 2024 and February 2023**

ASSETS	2/29/2024	2/28/2023	\$ Change
Current Assets			
Cash	\$ 2,277,747	\$ 1,812,540	\$ 465,207
Accounts Receivable (1)	378,600	108,215	270,385
IGC Receivable	49,896	-	49,896
Other Current Assets	-	-	-
Total Current Assets	2,706,243	1,920,755	785,488
Non-Current Assets			
Capital Assets, net	1,243,725	1,303,789	(60,064)
Other Non-Current Assets	-	-	-
Total Non-Current Assets	1,243,725	1,303,789	(60,064)
TOTAL ASSETS	\$ 3,949,968	\$ 3,224,544	\$ 725,424
LIABILITIES			
Current Liabilities			
Accounts Payable	305,135	89,488	215,647
Wages & Benefits Payable (2)	185,051	127,241	57,810
Loan Payable	36,805	49,404	(12,599)
Total Current Liabilities	526,991	266,133	260,858
Non-Current Liabilities			
Note Payable	870,723	896,390	(25,667)
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	870,723	896,390	(25,667)
TOTAL LIABILITIES	\$ 1,397,714	\$ 1,162,523	\$ 235,191
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	336,197	357,995	(21,798)
Restricted	46,370	64,328	(17,958)
Unrestricted	2,169,687	1,565,649	604,038
TOTAL NET ASSETS (3)	2,552,254	2,062,021	490,233
TOTAL LIABILITIES & NET ASSETS	\$ 3,949,968	\$ 3,224,544	\$ 725,424

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.



Financial Report – February 2024

Key Financials:

(in \$thousands)

- o YTD Core Program Net Income +\$389
- o FY24 Core Program Projected Net Income +\$10
- o FY24 Core Program Projected Budget Variance (\$277)
- o Month-end Cash Balance +\$1,911
- o Unrestricted Net Assets +\$1,958

Fiscal Health:

Financial Benchmarks		Standard	LIS	Status
Liquidity Ratio Index*	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	5.70	Exceeds
Operating Cash Ratio*	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	8.33 months	Exceeds
Reserve Ratio Index	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	8.54 months	Exceeds
FTE Variance - February 2024*	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	82.5%	Below

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income.

*School sponsor reporting requirement

Treasurer Notes:

o **FY24 Projection**

Lakeshore Intergenerational School's FY24 surplus through February was \$255,017. The year-end surplus is projected to be \$384,634 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$2,296,685, an unfavorable (\$482,385) budget variance. The Core Program Expenses for FY24 are projected to be (\$2,286,814), a favorable \$204,908 budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$277,477) based upon current revenue and expense assumptions.

o **Planning for Fiscal Year 2025**

The planning for the 2024-2025 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 2024-2025 school year that is aligned to the school's long-term vision.

o **State Revenue Projections**

The projected state revenues in this report are updated based on the most recent State Foundation Payment reports from the Ohio Department of Education and Workforce. Projected revenues may fluctuate greatly from month to month based on the school's student data, especially the economically disadvantaged population. High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

Proposed Board Action Items:

- 1) Continue discussions related to the need to ramp up philanthropic support.
- 2) Discuss and consider the FY25 budget.

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.

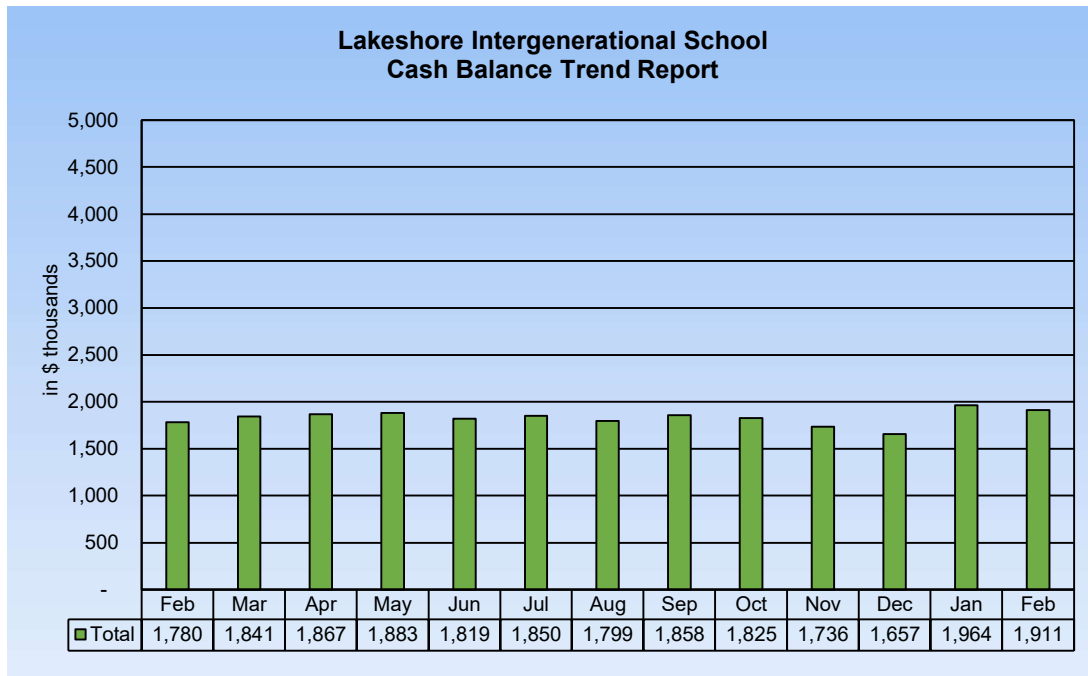


Financial Report – February 2024

Cash Position

The total cash balance for the Lakeshore Intergenerational School was \$1,911,416 at the end of February. Unrestricted Funds closed the month at \$2,123,014. The Restricted Funds closed the month at (\$211,598). 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	\$ 2,566,447
Food	(110,933)
IGC Expense	(332,500)
Subtotal	\$ 2,123,014
<i>Restricted Funds</i>	
Parent Group	3,252
Wellness	9,280
Safety Grant	2,500
SQIG	6,900
ESSER 3	(134,325)
MIS	(2,494)
Schoolwide	(73,256)
Athletic Fund	(5,180)
Title VI-B	(27,775)
Playground	9,500
Subtotal	\$ (211,598)
Total	\$ 1,911,416



Bank Reconciliation

The table below provides a summary of Lakeshore Intergenerational School reconciliation for the period ending February 29, 2024. The ending book balance was \$1,911,416. The ending bank statement balance was \$1,932,244. Outstanding checks (checks that have been sent, but not yet cashed) totaled \$20,828. Monthly interest from the STAR Ohio account was \$7,077.

Lakeshore Intergenerational School	
February 29, 2024	
Book Balance	
Beginning Book Balance	\$ 1,963,861
Ending Book Balance	\$ 1,911,416
Bank Balance	
Key Bank Balance	132,057
STAR Ohio Balance	1,800,188
Ending Bank Balance	\$ 1,932,244
Outstanding Checks	20,828
Reconciled Cash Balance	\$ 1,911,416

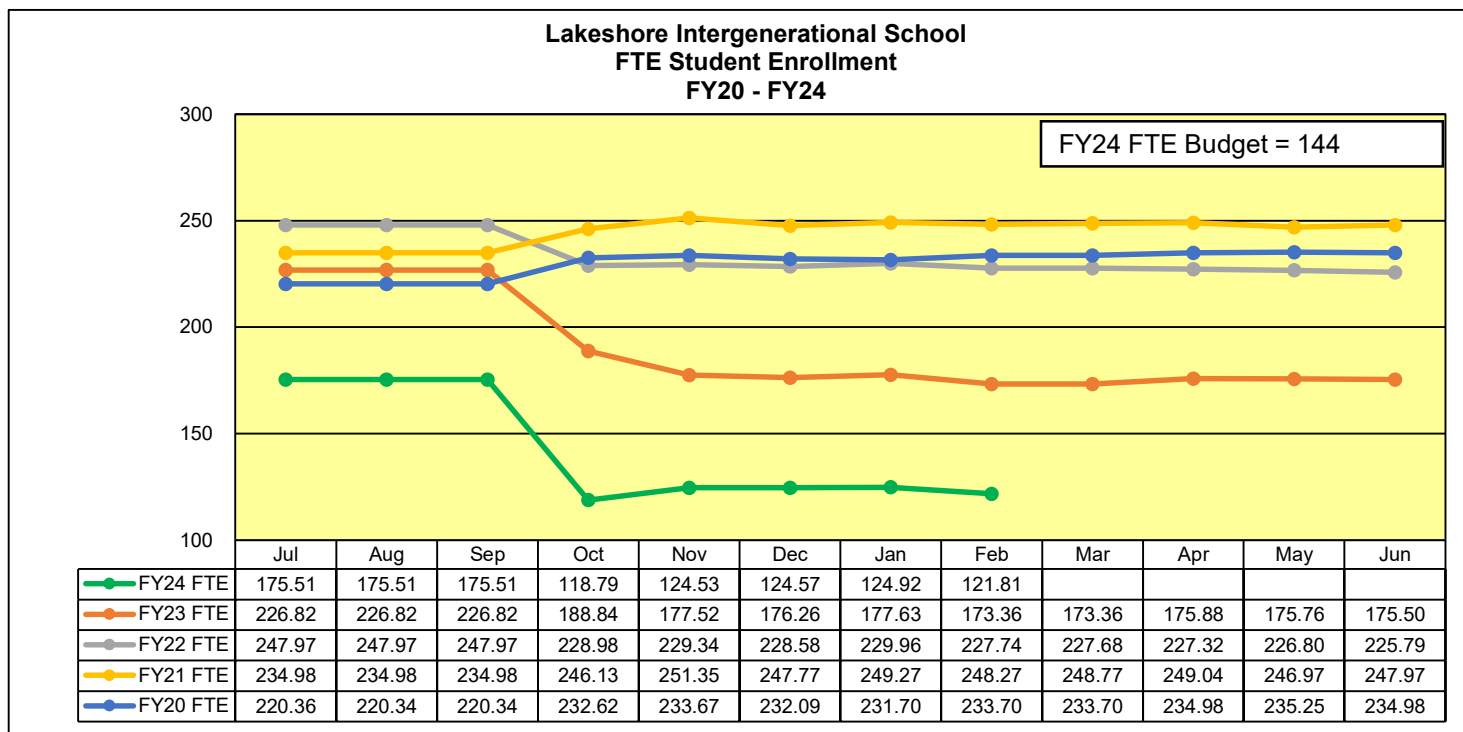
The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – February 2024

Student Enrollment

The chart below provides a trend line summary of Full Time Equivalent (FTE) student enrollment. The October 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 121.81 in February, which is 22.19 FTE below budget.



Federal Programs

The chart below provides a summary of the Lakeshore Intergenerational School Consolidated Federal Programs (CCIP). Allocations are earmarked for salaries, benefits and professional development services. The CCIP allocation for FY24 is \$870,259. Disbursements have totaled \$427,251 year-to-date. Receipts have totaled \$191,894 year-to-date.

Lakeshore Intergenerational School CCIP - Federal Education Programs						
Federal Program	Schoolwide	Stronger Connections	IDEA-B	ESSER 3		Totals
FY24 Allocation	\$ 525,795	\$ 56,273	\$ 42,695	\$ 245,495		\$ 870,259
YTD Receipts	191,894	-	-	-		191,894
YTD Disbursements	265,150	-	27,775	134,325		427,251
Fund Balance	(73,256)	-	(27,775)	(134,325)		(235,356)
Encumbered Funds	260,646	56,273	11,924	111,170		440,013
Allocation Balance	-	\$ -	-	-		\$ -

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – February 2024

FY24 Projection

Lakeshore Intergenerational School's FY24 surplus through February was \$255,017. The year-end surplus is projected to be \$384,634 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$2,296,685, an unfavorable (\$482,385) budget variance. The Core Program Expenses for FY24 are projected to be (\$2,286,814), a favorable \$204,908 budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$277,477) based upon current revenue and expense assumptions.

	YTD Actual (1)	FY24 Projection (2)	FY24 Act + Proj	FY24 Budget (3)	Budget Variance
FTE ENROLLMENT (4)	118.79	2.61	121.40	144.00	(22.60)
REVENUE					
State Foundation (excl SPED)	\$ 856,858	\$ 411,498	\$ 1,268,356	\$ 1,410,768	\$ (142,412)
CCIP Funding (excl Title VI-B) (5)	-	187,722	187,722	627,219	(439,497)
Facilities Funding	77,600	43,800	121,400	38,037	83,363
Property Tax Levy	81,083	123,402	204,485	204,485	-
Casino	9,761	9,241	19,002	19,002	0
Charter School Equity Supplement	40,090	38,820	78,910	93,600	(14,690)
BASE REVENUE	1,065,390	814,485	1,879,875	2,393,111	(513,236)
State Foundation SPED (6)	88,263	92,945	181,208	193,083	(11,875)
Title VI-B	-	42,695	42,695	47,234	(4,539)
Food Funding (9)	31,441	43,964	75,405	141,351	(65,946)
Other Revenues	78,334	39,167	117,501	4,291	113,211
OTHER REVENUE	198,038	218,771	416,810	385,959	30,851
TOTAL REVENUE	1,263,428	1,033,256	2,296,685	2,779,069	(482,385)
EXPENSES					
Instruction Staff (7)	\$ (359,110)	\$ (349,191)	\$ (708,302)	\$ (945,844)	\$ 237,542
Admin/Ops Staff (7)	(254,525)	(174,108)	(428,634)	(619,639)	191,005
Purchased Services - Food (9)	(51,412)	(40,000)	(91,412)	(144,651)	53,239
Purchased Services - Special Education	(59,841)	(69,346)	(129,187)	(94,700)	(34,487)
Purchased Services - Facilities	(57,183)	(41,451)	(98,634)	(82,933)	(15,701)
Purchased Services - Consulting	(174,274)	(266,719)	(440,993)	(241,776)	(199,216)
Purchased Services - Other	(70,860)	(109,677)	(180,538)	(164,040)	(16,498)
Supplies	(59,313)	(111,125)	(170,438)	(167,464)	(2,974)
Other Expenses	(22,331)	(16,347)	(38,677)	(30,675)	(8,002)
TOTAL EXPENSES	(1,108,849)	(1,177,965)	(2,286,814)	(2,491,722)	204,908
SURPLUS/DEFICIT	\$ 154,579	\$ (144,709)	\$ 9,870	\$ 287,347	\$ (277,477)
EXTRAORDINARY REVENUE & EXPENSES					
Rent	(140,000)	(80,000)	(220,000)	(220,000)	-
Facilities & Equipment	-	-	-	-	-
IGC Base Support	-	220,000	220,000	220,000	-
HQ School Funding	374,764	-	374,764	526,530	(151,766)
SURPLUS/DEFICIT incl Extraordinary Items	\$ 389,343	\$ (4,709)	\$ 384,634	\$ 813,877	\$ (429,243)
ESSER Revenues	-	245,495	245,495	245,495	-
ESSER Expenses	(134,325)	(111,170)	(245,495)	(159,512)	(85,983)
SURPLUS/DEFICIT incl ESSER	\$ 255,017	\$ 129,617	\$ 384,634	\$ 899,860	\$ (515,226)

Notes

- (1) YTD Actuals are cash transactions for FY24 activities for the period of 07/01/23 to 02/29/24 (excludes FY23 activity).
- (2) FY24 Projections are anticipated cash transactions for remaining FY24 activity (includes FY24 accruals to be paid/rec'd after 06/30/24).
- (3) FY24 Budget based upon the approved October approved budget.
- (4) Projected enrollment is based on the expected year end enrollment.
- (5) Projected CCIP revenue shortfall is due to actual allocations from ODE
- (6) Projected SPED revenue adjusted to reflect annual amount
- (7) Staffing budget variance is due to positions which were eliminated given current enrollment
- (8) High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.
- (9) Food expenses and revenues adjusted to display actual amounts with decreased student enrollment.

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – February 2024

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 March 13, 2024. 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 February 2024 and February 2023

ASSETS	2/29/2024	2/28/2023	\$ Change
Current Assets			
Cash	\$ 1,911,416	\$ 1,779,807	\$ 131,609
Accounts Receivable (1)	331,871	183,118	148,753
IGC Receivable	146,667	-	146,667
Other Current Assets	-	-	-
Total Current Assets	2,389,954	1,962,925	427,029
Non-Current Assets			
Capital Assets, net	-	-	-
Other Non-Current Assets	-	-	-
Total Non-Current Assets	-	-	-
TOTAL ASSETS	\$ 2,389,954	\$ 1,962,925	\$ 427,029
LIABILITIES			
Current Liabilities			
Accounts Payable	249,066	436,040	(186,974)
Wages & Benefits Payable (2)	170,242	106,978	63,264
Loan Payable	-	-	-
Total Current Liabilities	419,308	543,018	(123,710)
Non-Current Liabilities			
Note Payable	-	-	-
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	-	-	-
TOTAL LIABILITIES	\$ 419,308	\$ 543,018	\$ (123,710)
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	-	-	-
Restricted	12,538	38,414	(25,876)
Unrestricted	1,958,108	1,381,493	576,614
TOTAL NET ASSETS (3)	1,970,646	1,419,907	550,739
TOTAL LIABILITIES & NET ASSETS	\$ 2,389,954	\$ 1,962,925	\$ 427,029

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.



Financial Report – March 2024

Key Financials:

(in \$thousands)

- o YTD Core Program Net Income +\$601
- o FY24 Core Program Projected Net Income (\$356)
- o FY24 Core Program Projected Budget Variance (\$1,285)
- o Month-end Cash Balance +\$2,560
- o Unrestricted Net Assets +\$2,183

Fiscal Health:

Financial Benchmarks		Standard	TIS	Status
Liquidity Ratio Index*	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	4.21	Exceeds
Operating Cash Ratio*	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	7.56 months	Exceeds
Reserve Ratio Index	$\frac{\text{**Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	6.44 months	Exceeds
FTE Variance - March 2024*	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	95.2%	Exceeds

*School sponsor reporting requirement

**Fund Balance is equal to Unrestricted Net Assets plus Net income.

Treasurer Notes:

o **FY24 Projection**

The Intergenerational School's FY24 surplus through March was \$555,153. The year-end surplus is projected to be \$222,697 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$2,874,791, an unfavorable (\$1,124,478) budget variance. The Core Program Expenses for FY24 are projected to be (\$3,230,757), an unfavorable (\$160,766) budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$355,966) based upon current revenue and expense assumptions.

o **Planning for Fiscal Year 2025**

The planning for the 2024-2025 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 2024-2025 school year that is aligned to the school's long-term vision.

o **State Revenue Projections**

The projected state revenues in this report are updated based on the most recent State Foundation Payment reports from the Ohio Department of Education and Workforce. Projected revenues may fluctuate greatly from month to month based on the school's student data, especially the economically disadvantaged population. High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

Proposed Board Action Items:

- 1) Continue discussions related to the need to ramp up philanthropic support.
- 2) Discuss and consider the FY25 budget.
- 3) Review and approve the updated Five-Year Forecast.

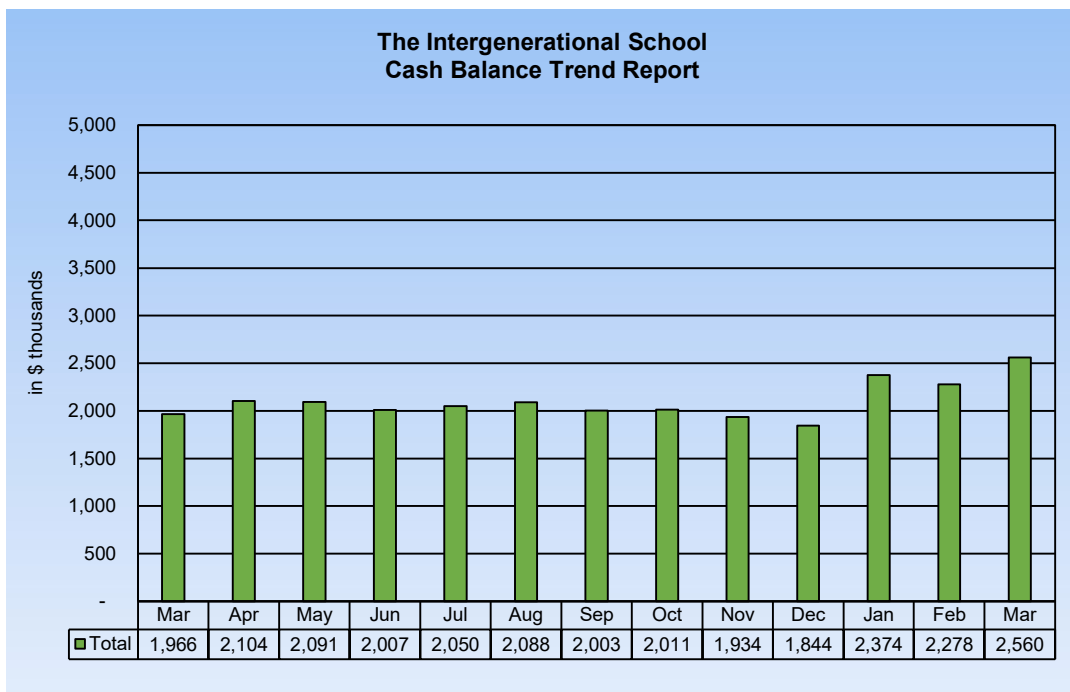


Financial Report – March 2024

Cash Position

The total cash balance for the The Intergenerational School was \$2,559,795 at the end of March. Unrestricted Funds closed the month at \$2,635,306. The Restricted Funds closed the month at (\$75,511). Cash flow trend details for the past 13 months are provided on the chart below. Increased cash position due to deposit of High Quality funding dollars in January and ESSER funds in March.

MONTH END CASH BALANCE DETAIL	
Unrestricted Funds	
General	\$ 3,019,174
Food	(169,685)
IGC Expense	(214,183)
Subtotal	\$ 2,635,306
Restricted Funds	
Parent Group	\$ 4,067
St. Luke's Grant	370
Donate to Cancer	222
Sensory Room	210
Wellness	14,931
SCG	(31,790)
Safety Grant	2,376
Title VI-B	(2,357)
ESSER III	(46,088)
Schoolwide	(7,447)
ARP Homeless	(1,293)
Athletic Fund	(8,712)
Subtotal	\$ (75,511)
Total	\$ 2,559,795



Bank Reconciliation

The table below provides a summary of The Intergenerational School reconciliation for the period ending March 31, 2024. The ending book balance was \$2,559,795. The ending bank statement balance was \$2,594,571. Outstanding checks (checks that have been sent, but not yet cashed) totaled \$34,776. Monthly interest from the STAR Ohio account was \$9,551.

The Intergenerational School	
March 31, 2024	
Book Balance	
Beginning Book Balance	\$ 2,277,747
Ending Book Balance	\$ 2,559,795
Bank Balance	
Key Bank Balance	473,957
Erie Bank Balance	51,133
STAR Ohio Balance	2,069,481
Ending Bank Balance	\$ 2,594,571
Outstanding Checks & Deposits	34,776
Reconciled Cash Balance	\$ 2,559,795

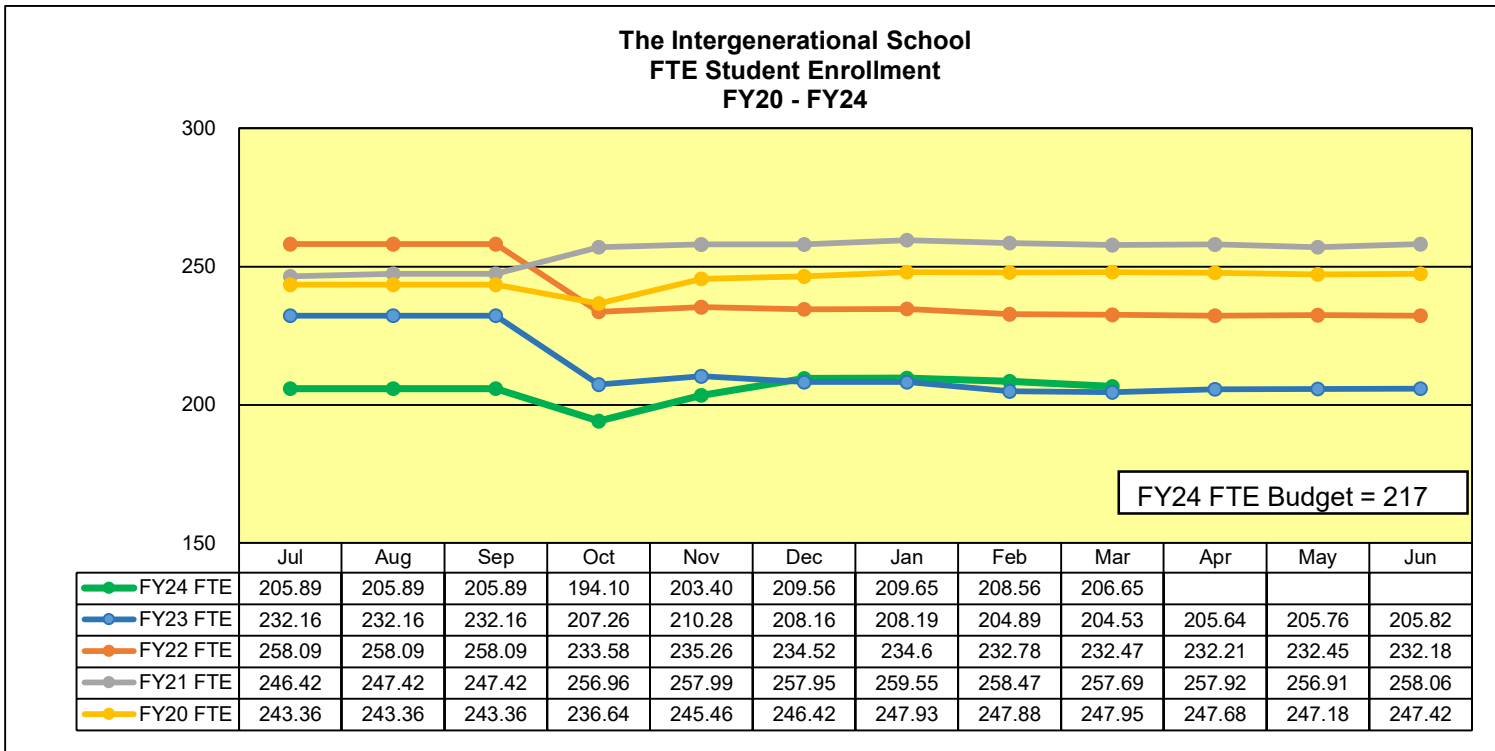
The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – March 2024

Student Enrollment

The chart below provides a trend line summary of Full Time Equivalent (FTE) student enrollment. The October 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. TIS enrollment was 206.65 in March, which is 10.35 FTE below budget.



Federal Programs

The chart below provides a summary of the FY24 federal allocations for The Intergenerational School Consolidated Federal Programs (CCIP). Allocations are earmarked for salaries, benefits and professional development services. The CCIP allocation for FY24 is \$1,602,241. Disbursements have totaled \$978,318 year-to-date. Receipts have totaled \$890,636 year-to-date.

The Intergenerational School CCIP - Federal Education Programs						
Federal Program	Schoolwide	Stronger Connections	IDEA-B	ESSER 3		Totals
FY24 Allocation	\$ 735,802	\$ 57,041	\$ 50,696	\$ 758,703		\$ 1,602,241
YTD Receipts	482,606	7,041	29,178	371,811		890,636
YTD Disbursements	490,053	38,831	31,536	417,899		978,318
Fund Balance	(7,447)	57,041	(2,357)	(46,088)		1,149
Encumbered Funds	245,749	18,211	19,160	340,804		623,923
Allocation Balance	\$ -	\$ -	\$ -	\$ -		\$ -



Financial Report – March 2024

FY24 Projection

The Intergenerational School's FY24 surplus through March was \$555,153. The year-end surplus is projected to be \$222,697 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$2,874,791, an unfavorable (\$1,124,478) budget variance. The Core Program Expenses for FY24 are projected to be (\$3,230,757), an unfavorable (\$160,766) budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$355,966) based upon current revenue and expense assumptions.

	YTD Actual (1)	FY24 Projection (2)	FY24 Act + Proj	FY24 Budget (3)	Budget Variance
FTE ENROLLMENT (4)	206.65	0.00	206.65	217.00	(10.35)
REVENUE					
State Foundation (excl SPED) (5)	\$ 1,352,386	\$ 441,186	\$ 1,793,572	\$ 2,023,525	\$ (229,953)
CCIP Funding (excl Title VI-B) (6)	122,107	120,145	242,252	734,121	(491,869)
Facilities Funding	152,601	49,348	201,949	217,000	(15,051)
Property Tax Levy (7)	-	-	-	247,238	(247,238)
Casino	13,456	5,866	19,322	19,322	-
Charter School Equity Supplement	101,610	32,713	134,323	141,050	(6,727)
BASE REVENUE	1,742,161	649,257	2,391,418	3,382,256	(990,838)
State Foundation SPED	159,971	42,226	202,197	294,699	(92,502)
Title VI-B	29,178	21,518	50,696	50,696	-
Food Funding (9)	30,851	35,161	66,012	158,411	(92,399)
Other Revenues	123,356	41,113	164,468	113,207	51,262
OTHER REVENUE	343,356	140,017	483,373	617,013	(133,639)
TOTAL REVENUE	2,085,518	789,274	2,874,791	3,999,269	(1,124,478)
EXPENSES					
Instruction Staff	\$ (638,540)	\$ (438,211)	\$ (1,076,751)	\$ (995,105)	\$ (81,646)
Admin/Ops Staff	(437,615)	(222,702)	(660,317)	(633,618)	(26,699)
Purchased Services - Food (9)	(116,834)	(33,262)	(150,096)	(158,411)	8,315
Purchased Services - Special Education	(66,597)	(98,696)	(165,293)	(176,949)	11,656
Purchased Services - Facilities	(226,178)	(114,738)	(340,916)	(331,100)	(9,816)
Purchased Services - Consulting	(209,593)	(110,508)	(320,100)	(276,105)	(43,995)
Purchased Services - Other	(171,184)	(92,853)	(264,037)	(261,094)	(2,943)
Supplies	(94,378)	(83,661)	(178,039)	(191,689)	13,650
Other Expenses	(45,889)	(29,319)	(75,208)	(45,920)	(29,288)
TOTAL EXPENSES	(2,006,808)	(1,223,950)	(3,230,757)	(3,069,991)	(160,766)
SURPLUS/DEFICIT	\$ 78,710	\$ (434,676)	\$ (355,966)	\$ 929,278	\$ (1,285,244)
EXTRAORDINARY REVENUE & EXPENSES					
Rent	(56,131)	(18,710)	(74,842)	(74,842)	-
Facilities & Equipment	-	-	-	-	-
IGC Base Support	-	74,842	74,842	74,842	-
HQ School Funding (10)	578,663	-	578,663	651,000	(72,337)
SURPLUS/DEFICIT incl Extraordinary Items	\$ 601,241	\$ (378,544)	\$ 222,697	\$ 1,580,278	\$ (1,357,581)
ESSER Revenues	371,811	386,892	758,703	758,703	-
ESSER Expenses	(417,899)	(340,804)	(758,703)	(707,238)	(51,465)
SURPLUS/DEFICIT incl ESSER	\$ 555,153	\$ (332,457)	\$ 222,697	\$ 1,631,742	\$ (1,409,046)

Notes

- (1) YTD Actuals are cash transactions for FY24 activities for the period of 07/01/23 to 03/31/24 (excludes FY23 activity).
- (2) FY24 Projections are anticipated cash transactions for FY24 (includes FY24 accruals projected to be paid after 06/30/24).
- (3) FY24 Budget based upon the approved April approved budget.
- (4) Projected enrollment is based on the expected year end enrollment.
- (5) Increase in state foundation funding attributed to an increase in economic disadvantaged student reporting month over month
- (6) Projected CCIP revenue shortfall is due to actual allocations from ODE
- (7) Projected Property Tax shortfall is due to TIS no longer being a CMSD partner school in FY24
- (8) Decrease in SPED foundation funding attributed to maximizing state SPED funding formula allocation
- (9) Revised food revenue and expenses to reflect year-to-date information.
- (10) High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – March 2024

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 09, 2024. 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
March 2024 and March 2023**

ASSETS	3/31/2024	3/31/2023	\$ Change
Current Assets			
Cash	\$ 2,559,795	\$ 1,966,180	\$ 593,615
Accounts Receivable	226,651	64,952	161,699
IGC Receivable	56,133	-	56,133
Other Current Assets	-	-	-
Total Current Assets	2,842,579	2,031,132	811,447
Non-Current Assets			
Capital Assets, net	1,238,740	1,298,742	(60,002)
Other Non-Current Assets	-	-	-
Total Non-Current Assets	1,238,740	1,298,742	(60,002)
TOTAL ASSETS	\$ 4,081,319	\$ 3,329,874	\$ 751,445
LIABILITIES			
Current Liabilities			
Accounts Payable	153,405	164,442	(11,037)
Wages & Benefits Payable (1)	484,273	137,255	347,018
Loan Payable	36,936	52,411	(15,475)
Total Current Liabilities	674,614	354,108	320,506
Non-Current Liabilities			
Note Payable	867,584	890,511	(22,927)
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	867,584	890,511	(22,927)
TOTAL LIABILITIES	\$ 1,542,198	\$ 1,244,619	\$ 297,579
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	334,220	355,820	(21,600)
Restricted	22,176	58,056	(35,880)
Unrestricted	2,182,725	1,671,379	511,346
TOTAL NET ASSETS (2)	2,539,121	2,085,255	453,866
TOTAL LIABILITIES & NET ASSETS	\$ 4,081,319	\$ 3,329,874	\$ 751,445

Notes

- (1) Wage and Benefits Obligations include stretch pay for teachers and payroll tax liabilities.
- (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 2024

Key Financials:

(in \$thousands)

o YTD Net Income	+\$89
o FY24 Projected Net Income	(\$411)
o FY24 Projected Budget Variance	(\$318)
o Month-end Cash Balance	+\$1,240
o Unrestricted Net Assets	+\$1,277

Fiscal Health:

Benchmarks		IGC
Liquidity Ratio Index	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	-35.56
Operating Cash Ratio	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	19.93 months
Reserve Ratio Index	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	20.52 months

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income.

Treasurer Notes:

o **FY24 Projection**

Intergenerational Cleveland's FY24 surplus through March was \$89,273. The year-end deficit is projected to be (\$411,491) based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$335,426, a favorable (\$284,074) budget variance. The Core Program Expenses for FY24 are projected to be (\$416,917), an unfavorable (\$33,477) budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$317,551) based upon current revenue and expense assumptions.

o **Cash Flow**

The cash balance for IGC decreased by \$64,907 in March. Near-term cash balances are expected to decrease based on projected operating expenses and expected fundraising.

o **Major Donors**

\$330,723 has been received in Direct Support year-to-date. Of that total, \$200,000 is an annual gift from Perkins Malo Hunter Foundation, \$110,000 from the Sauerland Foundation, \$7,500 from McMaster Carr, and the remaining \$11,566 is from other sources

o **Planning for Fiscal Year 2025**

The planning for the 2024-2025 year is underway. Establishing board priorities and goals will help in creating a plan for the year that is aligned to the long-term vision.

Proposed Board Action Items:

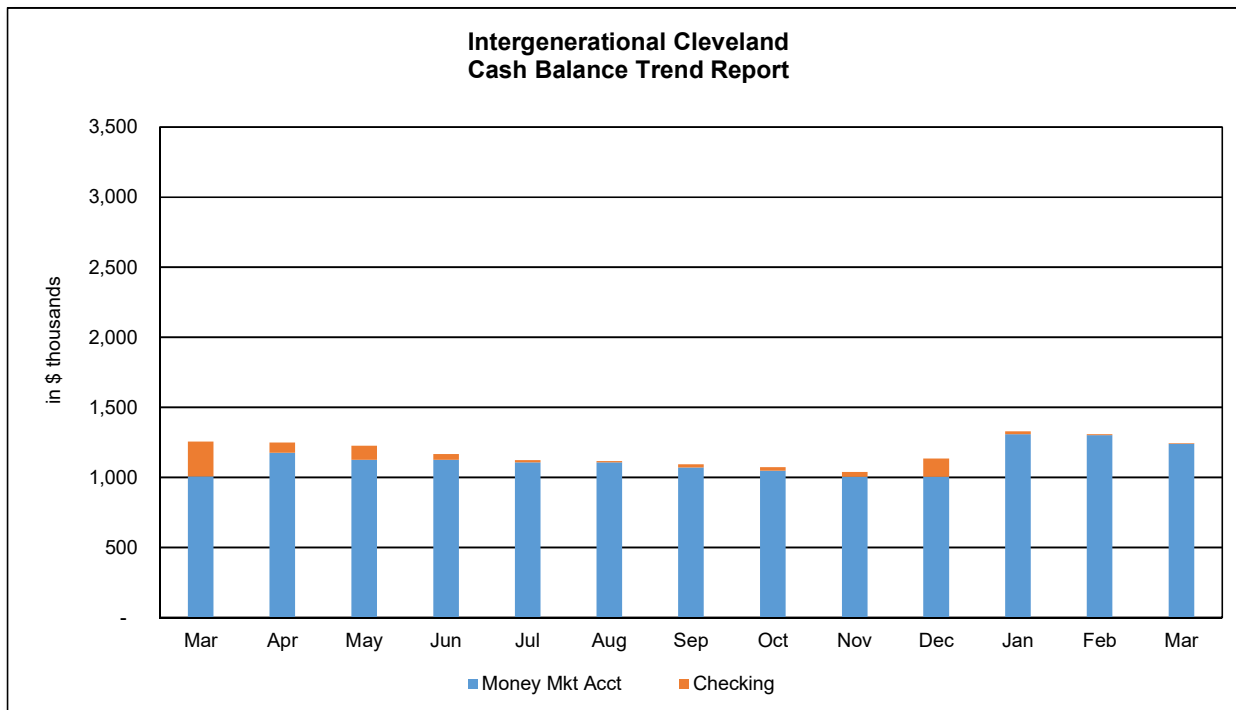
- 1) **Continue planning related to IGC long-term financial goals, including specific benchmarks related to revenue generation and/or expenses reduction objectives for FY24 and beyond.**

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.

Financial Report – March 2024

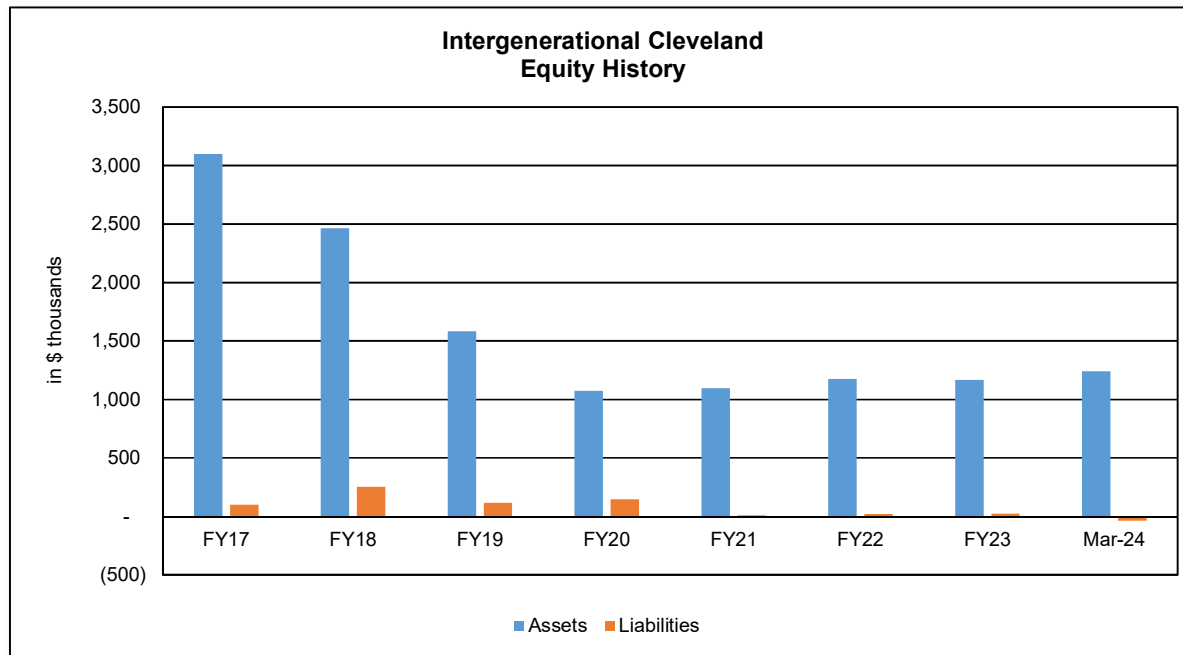
Cash Position

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 Feb 2024. Both assets and liabilities reduced significantly during FY17 to FY20 as a result of Base Support distributions to the schools. FY23 & March 2024 are 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 2024

FY24 Projection

Intergenerational Cleveland's FY24 surplus through March was \$89,273. The year-end deficit is projected to be (\$411,491) based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$335,426, a favorable (\$284,074) budget variance. The Core Program Expenses for FY24 are projected to be (\$416,917), an unfavorable (\$33,477) budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$317,551) based upon current revenue and expense assumptions.

	YTD Actual (1)	FY24 Projection (2)	FY24 Act + Proj	FY24 Budget (3)	Budget Variance
REVENUE					
Direct Support (4)	\$ 330,773	\$ -	\$ 330,773	\$ 550,000	\$ (219,227)
School Revenues	-	-	-	69,500	(69,500)
Other Revenues	3,490	1,163	4,653	-	4,653
TOTAL REVENUE	334,262	1,163	335,426	619,500	(284,074)
EXPENSES					
Admin/Ops Staff	\$ (36,668)	\$ (12,042)	\$ (48,709)	\$ (54,920)	\$ 6,211
Purchased Services (excl rent)	(153,885)	(148,357)	(302,242)	(311,700)	9,458
Supplies	(22,097)	(10,130)	(32,227)	(10,270)	(21,957)
Other Expenses	(32,339)	(1,400)	(33,739)	(6,550)	(27,189)
TOTAL EXPENSES	(244,989)	(171,928)	(416,917)	(383,440)	(33,477)
CORE PROGRAM SURPLUS/DEFICIT	\$ 89,273	\$ (170,765)	\$ (81,491)	\$ 236,060	\$ (317,551)
EXTRAORDINARY REVENUE & EXPENSES					
IGC Base Support	\$ -	\$ (330,000)	\$ (330,000)	\$ (330,000)	\$ -
SURPLUS/DEFICIT incl Extraordinary Item	\$ 89,273	\$ (500,765)	\$ (411,491)	\$ (93,940)	\$ (317,551)

Notes

- 1 YTD Actuals are cash transactions for FY24 activities for the period of 07/01/23 to 03/31/24 (excludes FY23 activity).
- 2 FY24 Projections are anticipated cash transactions for remaining FY24 activity (includes FY24 accruals to be paid/rec'd after 06/30/24).
- 3 FY24 Budget is based upon May approved budget.
- 4 At this time, we do not anticipate any major additional direct support



Financial Report – March 2024

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 09, 2024. 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 March 2024 and March 2023
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ASSETS	3/31/2024	3/31/2023	\$ Change
Current Assets			
Cash	\$ 1,240,381	\$ 1,255,087	\$ (14,705)
Accounts Receivable	-	-	-
Intranetwork Receivable	1,252	1,252	-
Other Current Assets	-	-	-
Total Current Assets	1,241,633	1,256,339	(14,705)
Non-Current Assets			
Capital Assets, net	\$ 72	\$ 101	\$ (29)
Other Non-Current Assets	-	-	-
Total Non-Current Assets	72	101	(29)
TOTAL ASSETS	\$ 1,241,705	\$ 1,256,440	\$ (14,735)
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ (44,018)	\$ (40,571)	\$ (3,447)
Wages & Benefits Payable	9,102	5,635	3,467
Other Current Liabilities	-	-	-
Total Current Liabilities	(34,916)	(34,936)	20
Non-Current Liabilities			
Note Payable	\$ -	\$ -	\$ -
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	-	-	-
TOTAL LIABILITIES	\$ (34,916)	\$ (34,936)	\$ 20
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	\$ 72	\$ 101	\$ (29)
Restricted	(464)	-	(464)
Unrestricted	1,277,014	1,227,757	49,257
TOTAL NET ASSETS	1,276,621	1,291,376	(14,755)
TOTAL LIABILITIES & NET ASSETS	\$ 1,241,705	\$ 1,256,440	\$ (14,735)

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 2024

Key Financials:

(in \$thousands)

- o YTD Core Program Net Income +\$246
- o FY24 Core Program Projected Net Income (\$251)
- o FY24 Core Program Projected Budget Variance (\$150)
- o Month-end Cash Balance +\$4,830
- o Unrestricted Net Assets +\$4,355

Fiscal Health:

Financial Benchmarks		Standard	NWIS	Status
Liquidity Ratio Index*	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	9.58	Exceeds
Operating Cash Ratio*	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	16.74 months	Exceeds
Reserve Ratio Index	$\frac{\text{**Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	15.09 months	Exceeds
FTE Variance - March 2024*	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	93.4%	Meets

*School sponsor reporting requirement

**Fund Balance is equal to Unrestricted Net Assets plus Net income.

Treasurer Notes:

- o **FY24 Projection**
Near West Intergenerational School's FY24 surplus through March was \$790,297. The year-end surplus is projected to be \$319,343 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$3,175,977, an unfavorable (\$264,058) budget variance. The Core Program Expenses for FY24 are projected to be (\$3,427,195), a favorable \$114,327 budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$149,732) based upon current revenue and expense assumptions.
- o **Planning for Fiscal Year 2025**
The planning for the 2024-2025 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 2024-2025 school year that is aligned to the school's long-term vision.
- o **State Revenue Projections**
The projected state revenues in this report are updated based on the most recent State Foundation Payment reports from the Ohio Department of Education and Workforce. Projected revenues may fluctuate greatly from month to month based on the school's student data, especially the economically disadvantaged population. High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

Proposed Board Action Items:

- 1) **Continue discussions related to the need to ramp up philanthropic support.**
- 2) **Discuss and consider the FY25 budget.**
- 3) **Review and approve the updated Five-Year Forecast.**

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.

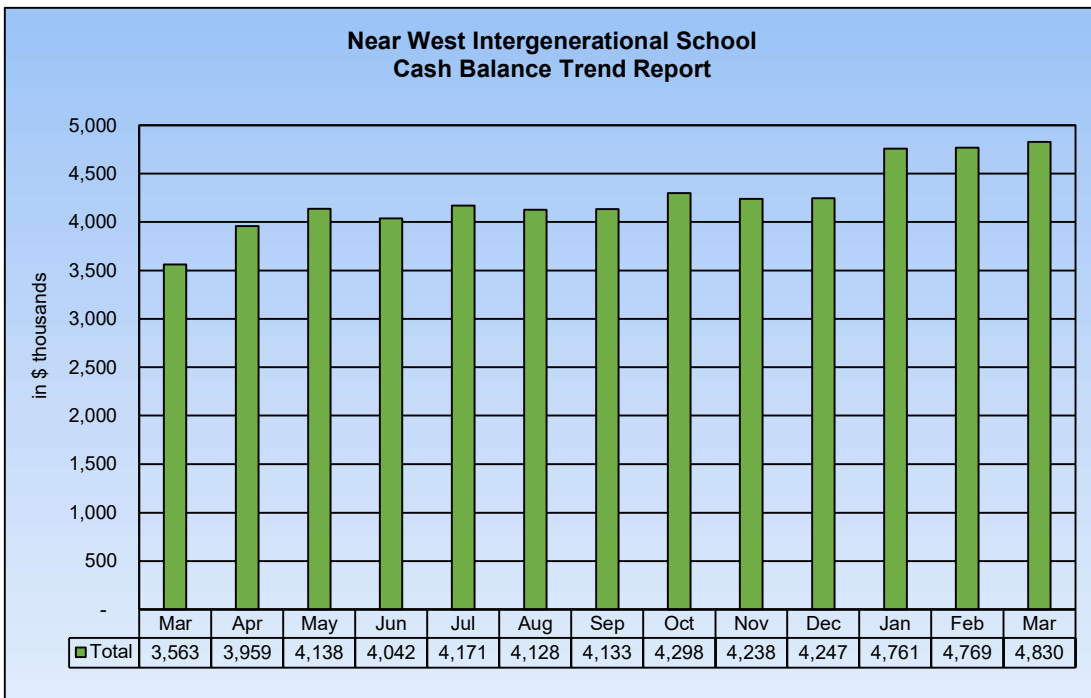


Financial Report – March 2024

Cash Position

The total cash balance for the Near West Intergenerational School was \$4,829,898 at the end of March. Unrestricted Funds closed the month at \$4,837,849. The Restricted Funds closed the month at (\$7,952). Cash flow trend details for the past 13 months are provided on the chart below. Increase in cash funding in January was due to High Quality funding and March due to ESSER funds received.

MONTH END CASH BALANCE DETAIL	
<i>Unrestricted Funds</i>	
General	\$ 5,001,804
Food	\$ (105,621)
IGC Expenses	\$ (58,333)
Subtotal	\$ 4,837,849
<i>Restricted Funds</i>	
ARP IDEA	\$ (338)
Ohio Arts	\$ 4,920
Wellness	\$ 19,700
State Safety Grant	\$ 5,000
ESSER III	\$ (2,415)
Title VI-B	\$ (3,083)
Schoolwide	\$ (6,193)
Athletic Fund	\$ 55
EOEC	\$ (15,840)
SCG	\$ (11,389)
Parent Group	\$ 1,632
Subtotal	\$ (7,952)
Total	\$ 4,829,898



Bank Reconciliation

The table below provides a summary of Near West Intergenerational School reconciliation for the period ending March 31, 2024. The ending book balance was \$4,829,898. The ending bank statement balance was \$4,856,140. Outstanding checks (checks that have been sent, but not yet cashed) totaled \$26,243. Monthly interest from the STAR Ohio account was \$21,601.

Near West Intergenerational School	
March 31, 2024	
Book Balance	
Beginning Book Balance	\$ 4,769,124
Ending Book Balance	\$ 4,829,898
Bank Balance	
Key Bank Balance	176,099
STAR Ohio Balance	4,680,041
Ending Bank Balance	\$ 4,856,140
Outstanding Checks	26,243
Reconciled Cash Balance	\$ 4,829,898

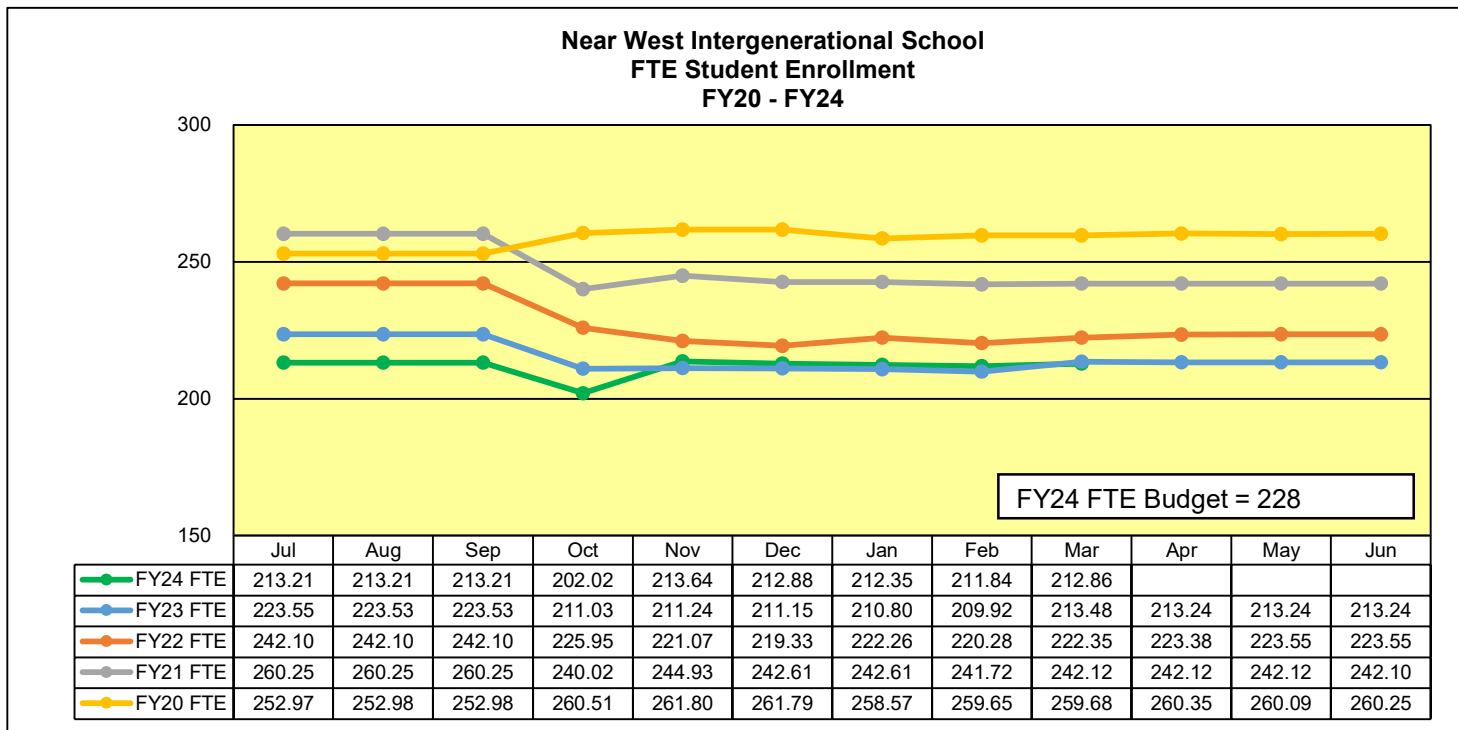
The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – March 2024

Student Enrollment

The chart below provides a trend line summary of Full Time Equivalent (FTE) student enrollment. The October 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. NWIS enrollment was 212.86 in March, which is 25.14 FTE below budget.



Federal Programs

The chart below provides a summary of the FY24 federal allocations for the Near West Intergenerational School Consolidated Federal Programs (CCIP). Allocations are earmarked for salaries, benefits and professional development services. The CCIP allocation for FY24 is \$612,627. Disbursements have totaled \$438,203 year-to-date. Receipts have totaled \$422,209 year-to-date.

Near West Intergenerational School CCIP - Federal Education Programs						
Federal Program	Schoolwide	Stronger Connections	IDEA-B	ESSER 3		Totals
FY24 Allocation	\$ 548,282	\$ 6,212	\$ 58,133	\$ -		\$ 612,627
YTD Receipts	379,381	-	42,828	-		422,209
YTD Disbursements	385,575	11,389	41,239	-		438,203
Fund Balance	(6,193)	6,212	1,588	-		1,607
Encumbered Funds	162,707	(5,177)	16,885	-		174,415
Allocation Balance	\$ -	\$ -	\$ -	\$ -		\$ -

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – March 2024

FY24 Projection

Near West Intergenerational School's FY24 surplus through March was \$790,297. The year-end surplus is projected to be \$319,343 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$3,175,977, an unfavorable (\$264,058) budget variance. The Core Program Expenses for FY24 are projected to be (\$3,427,195), a favorable \$114,327 budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$149,732) based upon current revenue and expense assumptions.

	YTD Actual (1)	FY24 Projection (2)	FY24 Act + Proj	FY24 Budget (3)	Budget Variance
FTE ENROLLMENT (4)	212.86	0.00	212.86	228.00	(15.14)
REVENUE					
State Foundation (excl SPED)	\$ 1,456,621	\$ 335,521	\$ 1,792,142	\$ 2,096,537	\$ (304,395)
CCIP Funding (excl Title VI-B)	90,200	53,792	143,993	136,834	7,159
Facilities Funding	34,776	172,190	206,967	238,000	(31,033)
Property Tax Levy (5)	239,630	-	239,630	178,288	61,342
Casino	13,954	3,873	17,827	17,827	-
Charter School Equity Supplement	103,770	34,602	138,372	152,320	(13,948)
BASE REVENUE	1,938,953	599,978	2,538,931	2,819,806	(280,875)
State Foundation SPED	232,018	69,711	301,729	223,526	78,204
Title VI-B	42,828	15,296	58,124	58,133	(9)
Food Funding (7)	(2,767)	36,610	33,844	102,039	(68,195)
Other Revenues	182,512	60,837	243,349	236,532	6,817
OTHER REVENUE	454,591	182,455	637,046	620,230	16,817
TOTAL REVENUE	2,393,544	782,434	3,175,977	3,440,035	(264,058)
EXPENSES					
Instruction Staff (6)	\$ (1,081,147)	\$ (716,635)	\$ (1,797,782)	\$ (1,953,966)	\$ 156,183
Admin/Ops Staff	(377,849)	(128,614)	(506,463)	(567,532)	61,069
Purchased Services - Food (7)	(58,026)	(36,000)	(94,026)	(124,039)	30,013
Purchased Services - Special Education	(121,490)	(94,085)	(215,575)	(287,834)	72,259
Purchased Services - Facilities	(65,764)	(91,582)	(157,347)	(157,340)	(7)
Purchased Services - Consulting	(226,003)	(82,231)	(308,235)	(146,450)	(161,785)
Purchased Services - Other	(127,267)	(57,586)	(184,853)	(187,686)	2,833
Supplies	(63,796)	(56,858)	(120,653)	(88,950)	(31,703)
Other Expenses	(26,215)	(16,046)	(42,261)	(27,725)	(14,536)
TOTAL EXPENSES	(2,147,557)	(1,279,638)	(3,427,195)	(3,541,522)	114,327
SURPLUS/DEFICIT	\$ 245,987	\$ (497,205)	\$ (251,218)	\$ (101,486)	\$ (149,732)
EXTRAORDINARY REVENUE & EXPENSES					
Rent	(26,250)	(8,750)	(35,000)	(35,000)	-
Facilities & Equipment	-	-	-	-	-
IGC Base Support	-	35,000	35,000	35,000	-
HQ School Funding (8)	570,561	-	570,561	639,630	(69,069)
SURPLUS/DEFICIT incl Extraordinary Items	\$ 790,297	\$ (470,955)	\$ 319,343	\$ 538,144	\$ (218,801)
ESSER	-	-	-	-	-
SURPLUS/DEFICIT incl ESSER	\$ 790,297	\$ (470,955)	\$ 319,343	\$ 538,144	\$ (218,801)

Notes

- (1) YTD Actuals are cash transactions for FY24 activities for the period of 07/01/23 to 03/31/24 (excludes FY23 activity).
- (2) FY24 Projections are anticipated cash transactions for remaining FY24 activity (includes FY24 accruals to be paid/rec'd after 06/30/24).
- (3) FY24 Budget based upon the approved October 2023 approved budget.
- (4) Projected enrollment is based on the expected year end enrollment.
- (5) Increased property tax revenue due to increased CMSD student FTEs.
- (6) Positive variance in Instruction Staff due to vacant positions.
- (7) Food revenue was paid back to ODE due to compliance issue.
- (8) High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – March 2024

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 12, 2024. 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 March 2024 and March 2023

ASSETS	3/31/2024	3/31/2023	\$ Change
Current Assets			
Cash	\$ 4,829,898	\$ 3,563,470	\$ 1,266,428
Accounts Receivable	38,919	333,711	(294,792)
IGC Receivable	26,253	-	26,253
Other Current Assets	-	-	-
Total Current Assets	4,895,070	3,897,181	997,889
Non-Current Assets			
Capital Assets, net	33,078	43,712	(10,634)
Other Non-Current Assets	-	-	-
Total Non-Current Assets	33,078	43,712	(10,634)
TOTAL ASSETS	\$ 4,928,148	\$ 3,940,892	\$ 987,255
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 200,842	\$ 494,170	\$ (293,328)
Wages & Benefits Payable (1)	310,005	148,520	161,485
Loan Payable	-	-	-
Total Current Liabilities	510,847	642,690	(131,843)
Non-Current Liabilities			
Note Payable	-	-	-
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	-	-	-
TOTAL LIABILITIES	\$ 510,847	\$ 642,690	\$ (131,843)
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	33,078	43,712	(10,634)
Restricted	29,675	77,895	(48,220)
Unrestricted	4,354,547	3,176,596	1,177,952
TOTAL NET ASSETS (2)	4,417,300	3,298,202	1,119,098
TOTAL LIABILITIES & NET ASSETS	\$ 4,928,148	\$ 3,940,892	\$ 987,255

Notes

- (1) Wage and Benefits Obligations include stretch pay for teachers and associated benefits.
- (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 2024

Key Financials:

(in \$thousands)

- o YTD Core Program Net Income +\$421
- o FY24 Core Program Projected Net Income (\$38)
- o FY24 Core Program Projected Budget Variance (\$325)
- o Month-end Cash Balance +\$1,926
- o Unrestricted Net Assets +\$1,972

Fiscal Health:

Financial Benchmarks		Standard	LIS	Status
Liquidity Ratio Index*	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	5.56	Exceeds
Operating Cash Ratio*	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	8.81 months	Exceeds
Reserve Ratio Index	$\frac{\text{**Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	9.02 months	Exceeds
FTE Variance - March 2024*	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	84.3%	Below

*School sponsor reporting requirement

**Fund Balance is equal to Unrestricted Net Assets plus Net income.

Treasurer Notes:

o **FY24 Projection**

Lakeshore Intergenerational School's FY24 surplus through March was \$269,693. The year-end surplus is projected to be \$337,217 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$2,120,629, an unfavorable (\$658,440) budget variance. The Core Program Expenses for FY24 are projected to be (\$2,158,176), a favorable \$333,546 budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$324,894) based upon current revenue and expense assumptions.

o **Planning for Fiscal Year 2025**

The planning for the 2024-2025 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 2024-2025 school year that is aligned to the school's long-term vision.

o **State Revenue Projections**

The projected state revenues in this report are updated based on the most recent State Foundation Payment reports from the Ohio Department of Education and Workforce. Projected revenues may fluctuate greatly from month to month based on the school's student data, especially the economically disadvantaged population. High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

Proposed Board Action Items:

- 1) Continue discussions related to the need to ramp up philanthropic support.
- 2) Discuss and consider the FY25 budget.
- 3) Review and approve the updated Five-Year Forecast.

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.

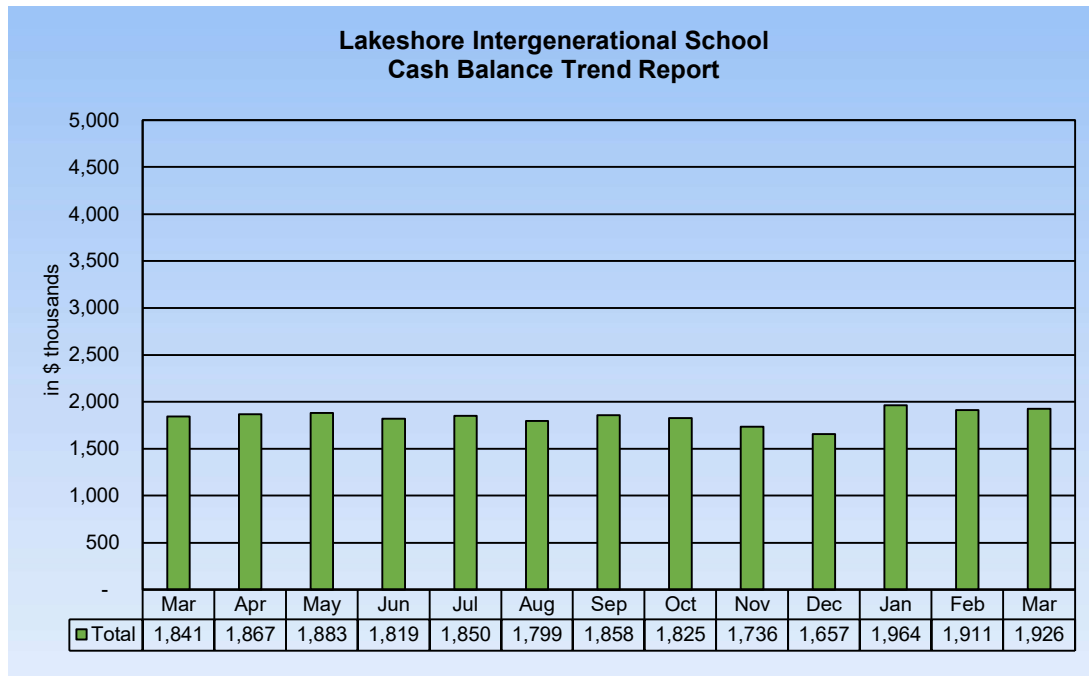


Financial Report – March 2024

Cash Position

The total cash balance for the Lakeshore Intergenerational School was \$1,926,092 at the end of March. Unrestricted Funds closed the month at \$2,159,325. The Restricted Funds closed the month at (\$233,233). Increased funding in January due to received High Quality dollars.

MONTH END CASH BALANCE DETAIL	
Unrestricted Funds	
General	\$ 2,617,107
Food	(107,782)
IGC Expense	(350,000)
Subtotal	\$ 2,159,325
Restricted Funds	
Parent Group	3,252
Wellness	9,280
Safety Grant	2,500
SQIG	6,900
ESSER 3	(151,647)
MIS	(2,494)
Schoolwide	(73,128)
Athletic Fund	(5,180)
Title VI-B	(31,862)
Playground	9,500
ARP Homeless	(355)
Subtotal	\$ (233,233)
Total	\$ 1,926,092



Bank Reconciliation

The table below provides a summary of Lakeshore Intergenerational School reconciliation for the period ending March 31, 2024. The ending book balance was \$1,926,092. The ending bank statement balance was \$1,956,965. Outstanding checks (checks that have been sent, but not yet cashed) totaled \$30,873. Monthly interest from the STAR Ohio account was \$8,347.

Lakeshore Intergenerational School	
March 31, 2024	
Book Balance	
Beginning Book Balance	\$ 1,911,416
Ending Book Balance	\$ 1,926,092
Bank Balance	
Key Bank Balance	148,430
STAR Ohio Balance	1,808,535
Ending Bank Balance	\$ 1,956,965
Outstanding Checks	30,873
Reconciled Cash Balance	\$ 1,926,092

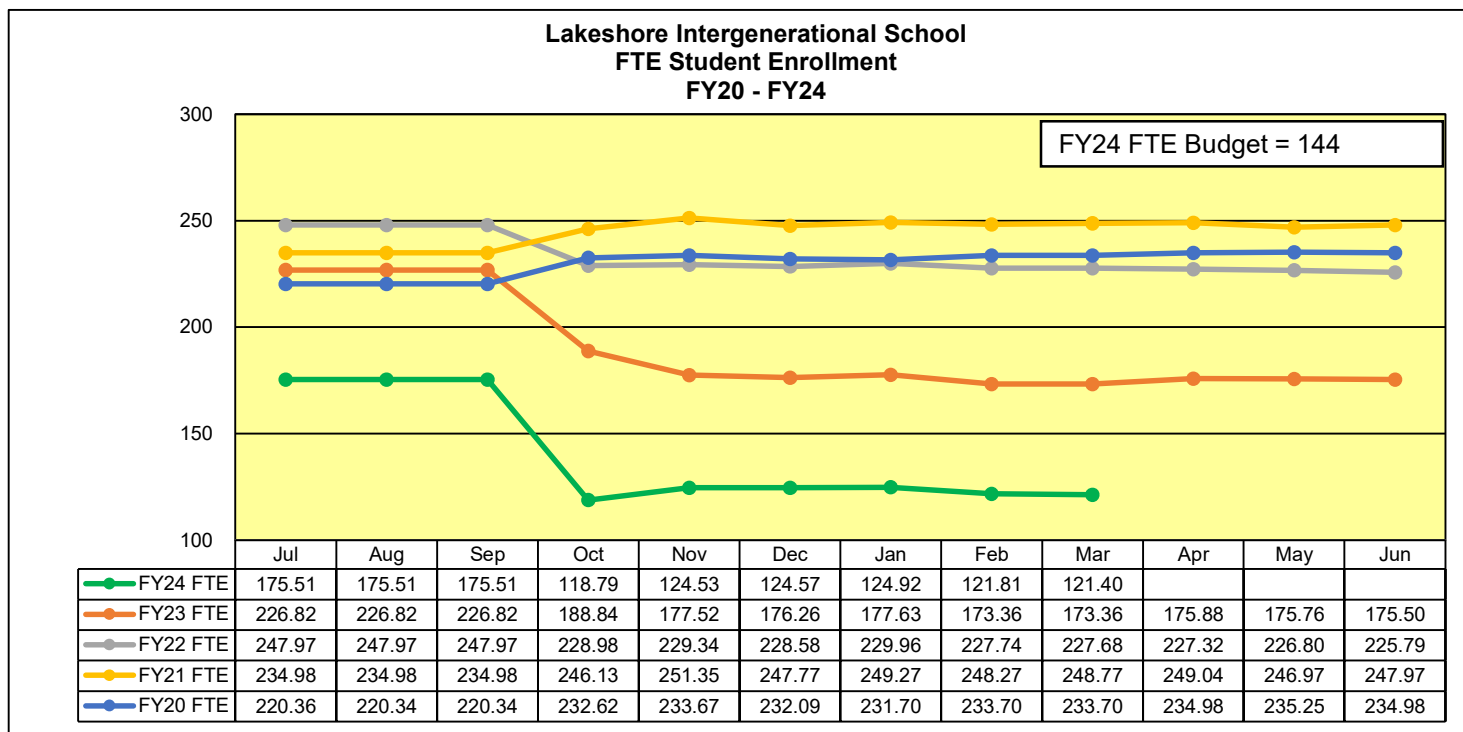
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Financial Report – March 2024

Student Enrollment

The chart below provides a trend line summary of Full Time Equivalent (FTE) student enrollment. The October 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 121.4 in March, which is 22.6 FTE below budget.



Federal Programs

The chart below provides a summary of the Lakeshore Intergenerational School Consolidated Federal Programs (CCIP). Allocations are earmarked for salaries, benefits and professional development services. The CCIP allocation for FY24 is \$870,259. Disbursements have totaled \$476,020 year-to-date. Receipts have totaled \$219,383 year-to-date.

Lakeshore Intergenerational School CCIP - Federal Education Programs						
Federal Program	Schoolwide	Stronger Connections	IDEA-B	ESSER 3		Totals
FY24 Allocation	\$ 525,795	\$ 56,273	\$ 42,695	\$ 245,495		\$ 870,259
YTD Receipts	219,383	-	-	-		219,383
YTD Disbursements	292,511	-	31,862	151,647		476,020
Fund Balance	(73,128)	-	(31,862)	(151,647)		(256,637)
Encumbered Funds*	233,285	56,273	10,833	93,847		394,239
Allocation Balance	\$ -	\$ -	\$ -	\$ -		\$ -

*LIS federal funding cannot be processed due to incomplete funding application.



Financial Report – March 2024

FY24 Projection

Lakeshore Intergenerational School's FY24 surplus through March was \$269,693. The year-end surplus is projected to be \$337,217 based upon anticipated receipts and disbursements. FY24 Core Program Receipts are projected to be \$2,120,629, an unfavorable (\$658,440) budget variance. The Core Program Expenses for FY24 are projected to be (\$2,158,176), a favorable \$333,546 budget variance. As a result, the projected FY24 core budget variance is an unfavorable (\$324,894) based upon current revenue and expense assumptions.

	YTD Actual (1)	FY24 Projection (2)	FY24 Act + Proj	FY24 Budget (3)	Budget Variance
FTE ENROLLMENT (4)	121.40	0.00	121.40	144.00	(22.60)
REVENUE					
State Foundation (excl SPED)	\$ 936,319	\$ 223,965	\$ 1,160,284	\$ 1,410,768	\$ (250,484)
CCIP Funding (excl Title VI-B) (5)	-	187,722	187,722	627,219	(439,497)
Facilities Funding	85,689	32,948	118,638	38,037	80,601
Property Tax Levy (6)	133,614	-	133,614	204,485	(70,871)
Casino	9,761	9,241	19,002	19,002	0
Charter School Equity Supplement	46,385	32,525	78,910	93,600	(14,690)
BASE REVENUE	1,211,768	486,402	1,698,170	2,393,111	(694,941)
State Foundation SPED	126,826	54,382	181,208	193,083	(11,875)
Title VI-B	-	42,695	42,695	47,234	(4,539)
Food Funding (9)	45,850	37,131	82,981	141,351	(58,370)
Other Revenues	86,682	28,894	115,575	4,291	111,285
OTHER REVENUE	259,357	163,102	422,460	385,959	36,501
TOTAL REVENUE	1,471,125	649,504	2,120,629	2,779,069	(658,440)
EXPENSES					
Instruction Staff (7)	\$ (404,473)	\$ (262,879)	\$ (667,352)	\$ (945,844)	\$ 278,492
Admin/Ops Staff (7)	(292,700)	(151,787)	(444,486)	(619,639)	175,153
Purchased Services - Food	(62,669)	(30,000)	(92,669)	(144,651)	51,982
Purchased Services - Special Education	(68,304)	(46,588)	(114,892)	(94,700)	(20,192)
Purchased Services - Facilities	(63,570)	(35,958)	(99,528)	(82,933)	(16,595)
Purchased Services - Consulting	(198,296)	(159,440)	(357,736)	(241,776)	(115,960)
Purchased Services - Other	(74,793)	(103,267)	(178,060)	(164,040)	(14,020)
Supplies	(72,065)	(83,797)	(155,862)	(167,464)	11,602
Other Expenses	(30,178)	(17,413)	(47,591)	(30,675)	(16,916)
TOTAL EXPENSES	(1,267,048)	(891,128)	(2,158,176)	(2,491,722)	333,546
SURPLUS/DEFICIT	\$ 204,077	\$ (241,624)	\$ (37,547)	\$ 287,347	\$ (324,894)
EXTRAORDINARY REVENUE & EXPENSES					
Rent	(157,500)	(62,500)	(220,000)	(220,000)	-
Facilities & Equipment	-	-	-	-	-
IGC Base Support	-	220,000	220,000	220,000	-
HQ School Funding	374,764	-	374,764	526,530	(151,766)
SURPLUS/DEFICIT incl Extraordinary Items	\$ 421,341	\$ (84,124)	\$ 337,217	\$ 813,877	\$ (476,660)
ESSER Revenues	-	245,495	245,495	245,495	-
ESSER Expenses	(151,647)	(93,847)	(245,495)	(159,512)	(85,983)
SURPLUS/DEFICIT incl ESSER	\$ 269,693	\$ 67,524	\$ 337,217	\$ 899,860	\$ (562,643)

Notes

- (1) YTD Actuals are cash transactions for FY24 activities for the period of 07/01/23 to 03/31/24 (excludes FY23 activity).
- (2) FY24 Projections are anticipated cash transactions for remaining FY24 activity (includes FY24 accruals to be paid/rec'd after 06/30/24).
- (3) FY24 Budget based upon the approved October approved budget.
- (4) Projected enrollment is based on the expected year end enrollment.
- (5) CCIP funding cannot be processed due to incomplete application.
- (6) Actual levy payments from CMSD were less than anticipated.
- (7) Staffing budget variance is due to positions which were eliminated given current enrollment.
- (8) High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – March 2024

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 09, 2024. 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 March 2024 and March 2023

ASSETS	3/31/2024	3/31/2023	\$ Change
Current Assets			
Cash	\$ 1,926,092	\$ 1,841,239	\$ 84,853
Accounts Receivable (1)	331,651	143,862	187,789
IGC Receivable	165,000	-	165,000
Other Current Assets	-	-	-
Total Current Assets	2,422,743	1,985,102	437,641
Non-Current Assets			
Capital Assets, net	-	-	-
Other Non-Current Assets	-	-	-
Total Non-Current Assets	-	-	-
TOTAL ASSETS	\$ 2,422,743	\$ 1,985,102	\$ 437,641
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 251,488	\$ 366,374	\$ (114,886)
Wages & Benefits Payable (2)	183,871	116,074	67,797
Loan Payable	-	-	-
Total Current Liabilities	435,359	482,448	(47,089)
Non-Current Liabilities			
Note Payable	-	-	-
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	-	-	-
TOTAL LIABILITIES	\$ 435,359	\$ 482,448	\$ (47,089)
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	\$ -	\$ -	\$ -
Restricted	15,032	38,318	(23,286)
Unrestricted	1,972,352	1,464,336	508,016
TOTAL NET ASSETS (3)	1,987,384	1,502,654	484,730
TOTAL LIABILITIES & NET ASSETS	\$ 2,422,743	\$ 1,985,102	\$ 437,641

Notes

- (1) CCIP funding cannot be received due to incomplete application.
- (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.



Financial Report – March 2024

Key Financials (in \$000s)	Schools Total	TIS	NWIS	LIS		IGC
YTD Core Program Net Income	+\$1,268	+\$601	+\$246	+\$421		+\$89
Projected FY24 Core Program Net Income	(\$645)	(\$356)	(\$251)	(\$38)		(\$411)
Projected FY24 Core Program Budget Variance	(\$1,760)	(\$1,285)	(\$150)	(\$325)		(\$318)
Month-End Cash Balance	+9,316	+\$2,560	+\$4,830	+\$1,926		+1,240
Unrestricted Net Assets	+\$8,510	+\$2,183	+\$4,355	+\$1,972		+\$1,277

Fiscal Health Benchmarks		Standard	TIS	NWIS	LIS		IGC
Liquidity Ratio Index*	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	4.21	9.58	5.56		35.56
Operating Cash Ratio*	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	7.56 months	16.74 months	8.81 months		19.93 months
Reserve Ratio Index	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	6.44 months	15.09 months	9.02 months		20.52 months
March 2024 FTE Variance*	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	95.2%	92.9%	84.3%		---

Note: Fund Balance is equal to Unrestricted Net Assets plus Net income

*School sponsor reporting requirement

IG Finance Advisory Committee Notes

- FY24 Network Projections

Total FY24 core program revenues for all three schools are projected to be \$8,326,955 while core program expenses are projected to be \$9,119,933. After extraordinary items and ESSER funds are included, the combined year-end core program surplus is projected to be \$731,009. A detailed budget-to-actual analysis is included within each organization's Monthly Financial Report.

- Planning for Fiscal Year 2025

With the 2023-2024 school year underway, it is imperative to look ahead to the 2024-2025 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 2024-2025 school year that is aligned to the school's long-term vision.

- State Revenue Projections

The projected state revenues in this report are updated based on the most recent State Foundation Payment reports from the Ohio Department of Education and Workforce. Projected revenues may fluctuate greatly from month to month based on the school's student data, especially the economically disadvantaged population. High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percentages.

Board Action Items

- 1) Continue discussions related to the need to ramp up philanthropic support.
- 2) Discuss and consider FY25 budget.
- 3) Review and approve the updated Five-Year Forecast.

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – March 2024

FY23 Projection

Total FY24 core program revenues for all three schools are projected to be \$8,326,955 while core program expenses are projected to be \$9,119,933. After extraordinary items and ESSER funds are included, the combined year-end core program surplus is projected to be \$731,009. A detailed budget-to-actual analysis is included within each organization's Monthly Financial Report.

Model Rollup (1)	TIS	NWIS	LIS	Total	IGC
FTE ENROLLMENT (2)	206.65	211.84	121.40	539.89	
REVENUE					
State Foundation (excl SPED) (3)	\$ 1,793,572	\$ 1,792,142	\$ 1,160,283	\$ 4,745,997	\$ -
CCIP Funding (excl Title VI-B)	242,252	143,993	187,722	573,967	-
Facilities Funding	201,949	206,967	118,638	527,554	-
Property Tax Levy	-	239,630	133,614	373,244	-
Casino	19,322	17,827	19,002	56,151	-
Charter School Equity Supplement	134,323	138,372	78,910	351,605	-
BASE REVENUE	2,391,418	2,538,931	1,698,169	6,628,518	-
State Foundation SPED (3)	202,197	301,729	181,208	685,134	-
Title VI-B	50,696	58,124	42,695	151,515	-
Food Funding	66,012	33,844	82,981	182,837	-
Other Revenues	164,468	243,349	115,575	523,392	335,426
OTHER REVENUE	483,373	637,046	422,459	1,542,878	335,426
TOTAL REVENUE	2,874,791	3,175,978	2,120,629	8,171,396	335,426
EXPENSES					
Instruction Staff	\$ (1,076,751)	\$ (1,797,782)	\$ (667,353)	\$ (3,541,886)	\$ -
Admin/Ops Staff	(660,317)	(506,463)	(444,486)	(1,611,266)	(48,709)
Purchased Services - Food	(150,096)	(94,026)	(92,669)	(336,791)	-
Purchased Services - Special Education	(165,293)	(215,575)	(114,892)	(495,760)	-
Purchased Services - Facilities	(340,916)	(157,347)	(99,528)	(597,791)	-
Purchased Services - Consulting	(320,100)	(308,235)	(357,736)	(986,071)	(302,242)
Purchased Services - Other	(264,037)	(184,853)	(178,060)	(626,950)	-
Supplies	(178,039)	(120,653)	(155,862)	(454,554)	(32,227)
Other Expenses	(75,208)	(42,261)	(47,591)	(165,060)	(33,739)
TOTAL EXPENSES	(3,230,757)	(3,427,195)	(2,158,176)	(8,816,129)	(416,917)
CORE PROGRAM SURPLUS/(DEFICIT)	\$ (355,966)	\$ (251,217)	\$ (37,547)	\$ (644,733)	\$ (81,491)
EXTRAORDINARY REVENUE & EXPENSES					
Rent & Mortgage	(74,842)	(35,000)	(220,000)	(329,842)	-
Facilities & Equipment	-	-	-	-	-
IGC Base Support (4)	74,842	35,000	220,000	329,842	(330,000)
HQ School Funding (5)	578,663	570,561	374,764	1,523,988	-
SURPLUS/(DEFICIT) after extraordinary	\$ 222,697	\$ 319,343	\$ 337,217	\$ 879,255	\$ (411,491)
ESSER Revenues	758,703	-	245,495	1,004,198	-
ESSER Expenses	(758,703)	-	(245,495)	(1,004,198)	-
SURPLUS/DEFICIT after ESSER	\$ 222,697	\$ 319,343	\$ 337,217	\$ 879,255	\$ (411,491)
PER STUDENT REVENUES	\$ 13,911	\$ 14,992	\$ 17,468	\$ 15,135	
PER STUDENT EXPENSES	\$ (15,634)	\$ (16,178)	\$ (17,777)	\$ (16,329)	

Notes

- (1) Projections include FY24 accruals projected to be paid after 06/30/24.
- (2) Projected Enrollment is based on school expected year-end FTE
- (3) Projected state foundation revenue reflects most recent month's FTEs
- (4) Projected FY24 IGC Donations are based upon contributions toward FY24 Rent & Mortgage, Facilities & Equipment
- (5) High quality funding was lower than budgeted due to lower than expected enrollment and economic disadvantaged percenta

The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – March 2024

Equity Position

The chart below outlines the balance sheet totals based upon current accounting records. All of the information in this financial report is based upon pre-audit estimates using available information as of March 12, 2024. 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 Schools
Balance Sheet Summary
March 31, 2024**

ASSETS	TIS	NWIS	LIS	Total	IGC
Current Assets					
Cash (1)	\$ 2,559,795	\$ 4,829,898	\$ 1,926,092	\$ 9,315,785	\$ 1,305,288
Accounts Receivable	226,651	38,919	331,651	597,221	-
Intranetwork Receivable	56,133	26,253	165,000	247,386	1,252
Other Current Assets	-	-	-	-	-
Total Current Assets	2,842,579	4,895,070	2,422,743	10,160,392	1,306,540
Non-Current Assets					
Capital Assets, net	1,238,740	33,078	-	1,271,818	72
Other Non-Current Assets	-	-	-	-	-
Total Non-Current Assets	1,238,740	33,078	-	1,271,818	72
TOTAL ASSETS	\$ 4,081,319	\$ 4,928,148	\$ 2,422,743	\$ 11,432,210	\$ 1,306,612
LIABILITIES					
Current Liabilities					
Accounts Payable	153,405	200,842	251,488	\$ 605,735	3,898
Wages and Benefits Payable (2)	484,273	310,005	183,871	978,149	8,463
Other Current Liabilities	36,936	-	-	36,936	-
Total Current Liabilities	674,614	510,847	435,359	1,620,820	12,361
Non-Current Liabilities					
Loan Payable	867,584	-	-	867,584	-
Capital Lease Payable	-	-	-	-	-
Total Non-Current Liabilities	867,584	-	-	867,584	-
TOTAL LIABILITIES	\$ 1,542,198	\$ 510,847	\$ 435,359	\$ 2,488,404	\$ 12,361
NET EQUITY					
Net Assets (3)					
Temp. Restricted - Capital	334,220	33,078	-	367,298	173
Other Restricted	22,176	29,675	15,032	66,883	(464)
Unrestricted Net Assets	2,182,725	4,354,547	1,972,352	8,509,624	1,294,643
TOTAL NET ASSETS (4)	2,539,121	4,417,301	1,987,384	8,943,805	1,294,352
TOTAL LIABILITIES AND NET ASSETS	\$ 4,081,319	\$ 4,928,148	\$ 2,422,743	\$ 11,432,209	\$ 1,306,713

Notes

- (1) Cash balances are based upon reconciled bank statements.
- (2) Wage and Benefits Obligations include stretch pay for staff and payroll tax liabilities.
- (3) Net Assets do not include GASB 68 pension liabilities since they are not a legal responsibility of the School.
- (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.

Coversheet

FY25 Preliminary Budget

Section: V. Finance
Item: B. FY25 Preliminary Budget
Purpose: Vote
Submitted by:
Related Material: IG Network FY25 Budget.pdf

The Intergenerational Schools Network

5yr Forecast

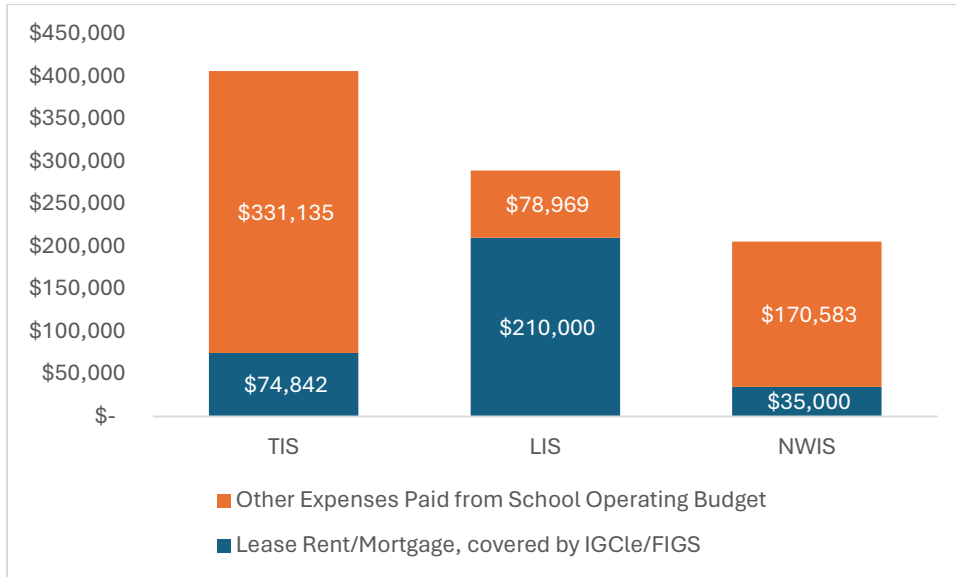
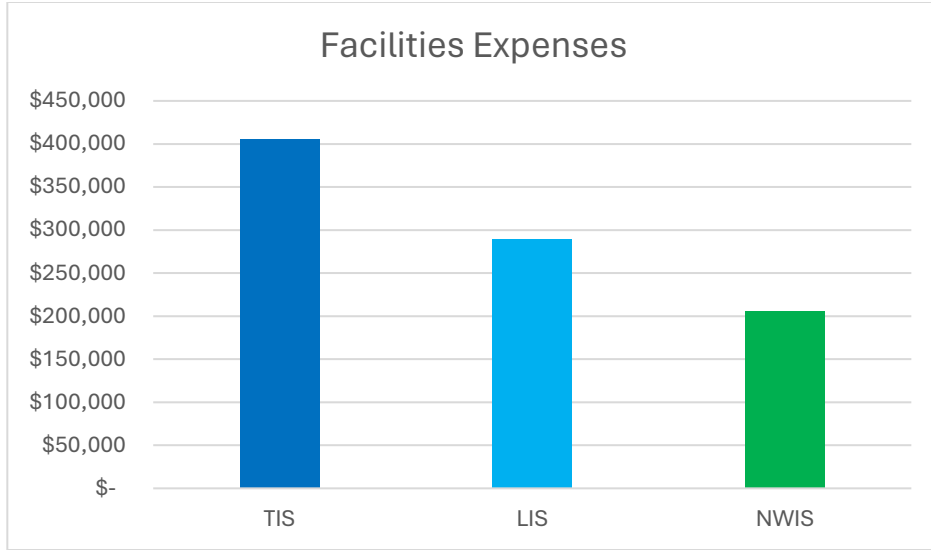
	FY25				
SCHOOL	TIS	NWIS	LIS	IGC	TOTAL
STUDENT ENROLLMENT (FTE)	222.00	226.00	136.00	-	584.00
REVENUE					
State Foundation (excl SPED)	\$ 1,918,220	\$ 1,935,382	\$ 1,340,164	\$ -	\$ 5,193,766
CCIP Funding (excl Title VI-B)	211,538	136,834	131,449	-	479,821
Facilities Funding	222,000	226,000	136,000	-	584,000
Property Tax Levy	-	189,748	204,485	-	394,233
Casino	20,460	18,973	19,879	-	59,313
Charter School Equity Supplement	142,235	147,267	82,552	-	372,054
BASE REVENUE	\$ 2,514,453	\$ 2,654,205	\$ 1,914,530	\$ -	\$ 7,083,187
State Foundation SPED	\$ 258,690	\$ 309,357	\$ 181,208	\$ -	\$ 749,255
Title VI-B	50,696	58,127	42,695	-	151,518
Food Funding	105,000	75,000	80,000	-	260,000
Other Revenues	160,898	240,260	114,047	550,000	1,065,205
OTHER REVENUE	\$ 575,284	\$ 682,744	\$ 417,950	\$ 550,000	\$ 2,225,978
TOTAL REVENUE	\$ 3,089,737	\$ 3,336,949	\$ 2,332,480	\$ 550,000	\$ 9,309,165
EXPENSES					
Instruction Staff	\$ (1,693,226)	\$ (1,975,544)	\$ (1,169,504)	\$ -	\$ (4,838,274)
Admin/Ops Staff	(767,930)	(658,707)	(657,109)	(51,144)	(2,134,890)
Purchased Services (excl rent)	(1,125,590)	(998,210)	(808,364)	(317,354)	(3,249,519)
Supplies	(241,238)	(153,260)	(171,758)	(33,838)	(600,095)
Other Expenses	(49,309)	(30,501)	(32,350)	(35,426)	(147,586)
TOTAL EXPENSES	\$ (3,877,293)	\$ (3,816,223)	\$ (2,839,084)	\$ (437,763)	\$ (10,970,363)
CORE PROGRAM SURPLUS/(DEFICIT)	\$ (787,556)	\$ (479,274)	\$ (506,605)	\$ 112,237	\$ (1,661,198)
EXTRAORDINARY REVENUE & EXPENSES					
Rent	\$ (74,842)	\$ (35,000)	\$ (210,000)	\$ -	\$ (319,842)
IGC Base Support	124,138	35,000	152,968	(312,106)	-
HQ School Funding	578,663	570,561	374,764	-	1,523,988
ESSER Revenues	-	-	-	-	-
SURPLUS/(DEFICIT) - after extraordinary items	\$ (159,597)	\$ 91,287	\$ (188,873)	\$ (199,869)	\$ (457,052)

Coversheet

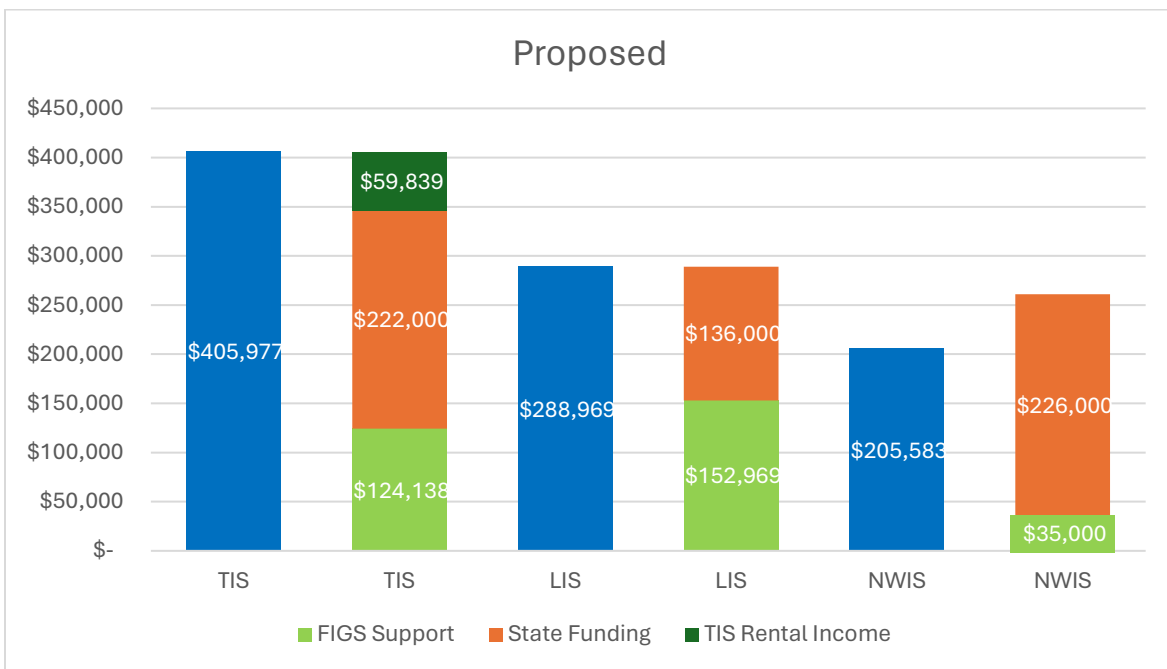
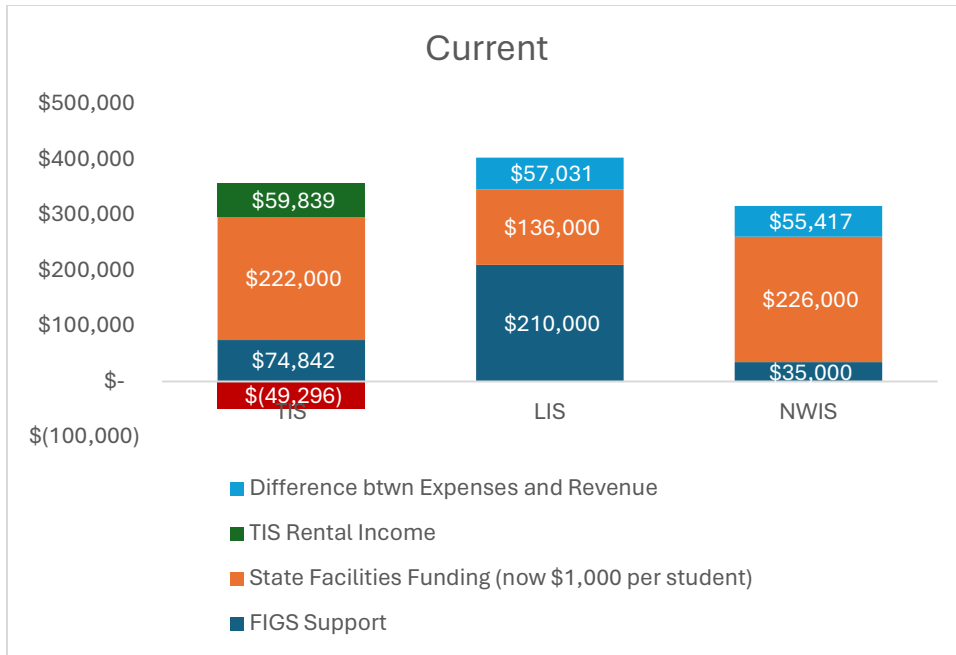
Revision of Contract Language in the Intergenerational Cleveland Agreement

Section: V. Finance
Item: C. Revision of Contract Language in the Intergenerational Cleveland Agreement
Purpose: Vote
Submitted by:
Related Material: Recommendation for FIGS Allocation.pdf

Recommendation to Revise IGClc/FIGS Allocation



Recommendation to Revise IGcle/FIGS Allocation



Coversheet

Approval of the Five-Year Forecast for Submission to the Ohio Department of Education

Section: V. Finance
Item: D. Approval of the Five-Year Forecast for Submission to the Ohio
Department of Education
Purpose: Vote
Submitted by:
Related Material: NWIS - FY24 May 5-Year Forecast.pdf
TIS - FY24 May 5-Year Forecast.pdf
LIS - FY24 May 5-Year Forecast.pdf

FY24 - May 2024 Update
IRN No.: 012030
Type of School: Brick and Mortar
Contract Term: 06/30/2024

NEAR WEST INTERGENERATIONAL SCHOOL
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2023, Actual and
 the Fiscal Years Ending 2024 through 2028, Forecasted

	Actual					Forecast				
	Fiscal Year FY19	Fiscal Year FY20	Fiscal Year FY21	Fiscal Year FY22	Fiscal Year FY23	Fiscal Year FY24	Fiscal Year FY25	Fiscal Year FY26	Fiscal Year FY27	Fiscal Year FY28
Operating Receipts										
State Foundation Payments (3110, 3211)	2,240,908	2,646,224	2,301,742	2,677,273	1,821,203	2,385,994	2,528,840	2,664,176	2,801,743	2,930,083
Charges for Services (1500)	-	-	-	-	-	-	-	-	-	-
Fees (1600, 1700)	8,240	13,836	3,046	5,626	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	193,692	147,424	453,205	283,726	735,453	1,069,520	1,090,794	541,704	563,174	582,498
Total Operating Receipts	2,442,840	2,807,484	2,757,993	2,966,625	2,556,656	3,455,514	3,619,634	3,205,880	3,364,917	3,512,581
Operating Disbursements										
100 Salaries and Wages	1,485,198	1,536,501	1,489,412	1,428,443	1,451,626	1,822,645	2,113,253	2,134,386	2,202,230	2,224,252
200 Employee Retirement and Insurance Benefits	347,637	395,961	401,231	339,788	357,040	509,024	520,998	526,208	531,470	536,784
400 Purchased Services	622,421	633,250	546,744	736,706	1,370,066	1,083,891	1,033,210	994,823	1,014,020	1,033,600
500 Supplies and Materials	104,154	119,471	193,736	186,396	151,540	113,987	153,260	123,175	125,639	128,151
600 Capital Outlay -New	20,837	3,320	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-	-	-
800 Other	21,846	26,255	30,470	23,031	17,963	42,261	30,501	31,111	31,734	32,368
819 Other Debt	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements	2,602,093	2,714,759	2,661,593	2,714,363	3,348,235	3,571,807	3,851,223	3,809,703	3,905,091	3,955,156
Excess of Operating Receipts Over (Under)										
Operating Disbursements	(159,253)	92,725	96,400	252,262	(791,579)	(116,294)	(231,588)	(603,823)	(540,174)	(442,576)
Nonoperating Receipts/(Disbursements)										
Federal Grants (all 4000 except fund 532)	329,670	238,107	484,837	795,979	1,380,244	300,170	322,875	337,162	351,449	364,306
State Grants (3200, except 3211)	5,944	5,437	3,585	2,404	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-	-	-
Donations (1820)	178,997	48,464	15,357	27,126	15,765	-	-	-	-	-
Interest Income (1400)	-	-	9	558	107,051	-	-	-	-	-
Debt Proceeds (1900)	-	389,514	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	(5,826)	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	(513)	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	514,612	681,522	503,788	826,067	1,496,721	300,170	322,875	337,162	351,449	364,306
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements										
Disbursements	355,359	774,247	600,187	1,078,329	705,142	183,876	91,287	(266,661)	(188,726)	(78,269)
Fund Cash Balance Beginning of Fiscal Year	528,267	883,627	1,657,873	2,258,060	3,336,389	4,041,531	4,225,407	4,316,694	4,050,033	3,861,307
Fund Cash Balance End of Fiscal Year	883,627	1,657,873	2,258,060	3,336,389	4,041,531	4,225,407	4,316,694	4,050,033	3,861,307	3,783,038

FY24 - May 2024 Update
IRN No.: 012030
Type of School: Brick and Mortar
Contract Term: 06/30/2024

NEAR WEST INTERGENERATIONAL SCHOOL
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2023, Actual and
 the Fiscal Years Ending 2024 through 2028, Forecasted

Staffing/Enrollment

Total Student FTE	252	260	242	224	213	212	226	236	246	255
Instructional Staff	27	26	25	26	23	25	28	28	28	28
Administrative Staff	10	10	9	11	8	9	10	10	10	10
Other Staff	-	-	-	-	-	-	-	-	-	-

Purchased Services

Rent	41,050	35,321	35,000	35,200	35,000	35,000	35,000	35,000	35,000	35,000
Utilities	-	-	-	-	-	42,840	43,268	44,134	45,016	45,917
Other Facility Costs	90,107	89,272	126,820	98,727	106,650	130,007	196,115	200,037	204,038	208,119
Insurance	-	-	-	-	-	-	-	-	-	-
Insurance (USAS code of 851 - incl in Other)	7,687	7,972	8,603	5,129	6,591	12,025	12,145	12,388	12,636	12,889
Management Fee	-	-	-	-	-	-	-	-	-	-
Sponsor Fee	32,992	22,097	34,600	50,745	7,958	39,636	25,000	25,500	26,010	26,530
Audit Fees	-	-	-	-	-	-	-	-	-	-
Audit Fees (USAS code of 843 - incl in Other)	11,913	10,024	10,985	11,221	11,332	11,000	12,000	12,240	12,485	12,734
Contingency	-	-	-	-	-	-	-	-	-	-
Transportation	20,387	14,418	-	2,250	14,977	21,350	-	-	-	-
Legal	3,621	4,800	4,890	5,177	4,918	6,000	7,000	7,140	7,283	7,428
Marketing	4,213	2,684	4,468	6,751	19,012	29,000	25,670	26,183	26,707	27,241
Consulting	111,579	109,889	47,671	148,471	190,077	426,029	231,450	236,079	240,801	245,617
Salaries and Wages	-	-	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-	-	-
Special Education Services	157,025	195,524	156,683	180,438	217,123	174,681	197,000	200,940	204,959	209,058
Technology Services	72,332	78,273	99,600	89,645	70,237	83,085	115,500	117,810	120,166	122,570
Food Services	89,114	80,973	37,013	119,301	112,984	96,263	100,000	102,000	104,040	106,121
Other	-	-	-	-	-	-	-	-	-	-
Total Purchased Services	642,021	651,246	566,331	753,056	796,859	943,408	1,000,149	1,019,452	1,039,141	1,059,223

Financial Metrics

Expenditures per FTE	10,313	10,431	10,994	12,142	15,719	16,820	17,041	16,143	15,874	15,510
Debt Service Payments	-	-	-	-	513	-	-	-	-	-
Debt Service Coverage	0.00	0.00	0.00	0.00	239.41	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.0%	-3.7%	-3.8%	4.0%	-11.5%	8.7%	12.0%	0.0%	0.0%	0.0%
Growth in New Capital Outlay	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Growth in Operating Receipts	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Growth in Non-Operating Receipts/Expenses	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Days of Cash	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FY24 - May 2024 Update
IRN No.: 012030
Type of School: Brick and Mortar
Contract Term: 06/30/2024

NEAR WEST INTERGENERATIONAL SCHOOL
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2023, Actual and
 the Fiscal Years Ending 2024 through 2028, Forecasted

Additional Metrics

Management Fee per Pupil
 Salary and Wages per Pupil
 Salary, Wages, and Management Fee per Pupil
 Avg Staff Salary
 Benefits per Pupil
 Number of Students per Instruction Staff
 Number of Students per Total Staff

-	-	-	-	-	-	-	-	-	-	-
5,886	5,904	6,152	6,390	6,815	8,583	9,351	9,044	8,952	8,723	8,723
5,886	5,904	6,152	6,390	6,815	8,583	9,351	9,044	8,952	8,723	8,723
40,140	42,681	43,806	38,607	46,827	53,607	55,612	56,168	57,953	58,533	58,533
1,378	1,521	1,657	1,520	1,676	2,397	2,305	2,230	2,160	2,105	2,105
9	10	10	9	9	8	8	8	9	9	9
7	7	7	6	7	6	6	6	6	7	7
9,682	10,788	11,392	13,271	12,003	16,273	16,016	13,584	13,679	13,775	13,775
10,313	10,431	10,994	12,142	15,719	16,820	17,041	16,143	15,874	15,510	15,510
Operating Surplus/Deficit per Pupil	(631)	356	398	1,128	(3,716)	(548)	(1,025)	(2,559)	(2,196)	(1,736)
2,040	2,619	2,081	3,695	7,057	1,414	1,429	1,429	1,429	1,429	1,429
-	-	-	-	30	-	-	-	-	-	-
Nonoperating Surplus/Deficit per Pupil	2,040	2,619	2,081	3,695	7,027	1,414	1,429	1,429	1,429	1,429
Total Surplus/Deficit per Pupil	1,408	2,975	2,479	4,824	3,311	866	404	(1,130)	(767)	(307)

Assumptions Narrative Summary

Fiscal Year 2024-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

Miscellaneous Notes:

The School does not use a management company.
 The School Sponsor is the Cleveland Metropolitan School District (CMSD). The contracted base fee is 2% of State Foundation revenues.
 Treasurer: Celeste Farmer - Primary Phone: 330-573-4566

Expenditure/Expenses/Enrollment

Expenditure/Expenses/Enrollment	Inc / Dec	Justification
FY24 Enrollment	-4%	Enrollment based on current and projected student counts
State Foundation Payment / FTE	\$9,261	Based on the most recent available State Foundation Report
Forecasted Average Enrollment Growth	4%	The School will maintain its current class offerings through the timeframe at a maximum of 240 FTE
Forecasted Expense Inflation	2%	The forecast uses 2% as an estimate for inflation
Forecast Salaries & Wages	1%	Staff and compensation planning results in an average 1% annual increase in wages
Purchased Services		
FY24 Rent	\$35,000	Rent based on Current Lease Agreement with CMSD
FY24 Utilities	\$40,800	Utilities based on Current Lease Agreement with CMSD. Was not billed in FY23
Other Facility Costs	\$203,622	Other Facilities Costs based on Lease Agreement with CMSD for Janitorial Services and other estimated expenses. Was not billed in FY23
Insurance	\$10,914	Insurance based on FY23 coverage and increased for inflation
Management Fee	\$0	No Management company
Sponsor Fee	\$39,636	Base rate based on current contract agreement
Audit Fee	\$11,153	Audit based on FY23 expenses paid
FY24 Food Service	\$107,435	Food services expenses based on FY23 expenses paid and estimated expenses
FY24 Transportation	\$10,000	Includes Field Trip Transportation

FY24 - May 2024 Update
IRN No.: 012030
Type of School: Brick and Mortar
Contract Term: 06/30/2024

NEAR WEST INTERGENERATIONAL SCHOOL
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2023, Actual and
 the Fiscal Years Ending 2024 through 2028, Forecasted

FY24 Legal FY24 Marketing FY24 Consulting	\$5,000 \$1,600 \$152,863	Legal expenses based on FY23 expenses paid and estimated expenses Paid and estimated expenses for community outreach and recruitment efforts Includes vendors for services including but not limited to School Improvement, Substitute Teacher Services, Professional Development, Treasurer and Accounting services. Consulting expenses based on FY23 expenses paid and estimated
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FY24 - May 2024 Update
IRN No.: 133215
Type of School: Brick and Mortar
Contract Term:

THE INTERGENERATIONAL SCHOOL
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2023, Actual and
 the Fiscal Years Ending 2024 through 2028, Forecasted

	Actual					Forecast				
	Fiscal Year FY19	Fiscal Year FY20	Fiscal Year FY21	Fiscal Year FY22	Fiscal Year FY23	Fiscal Year FY24	Fiscal Year FY25	Fiscal Year FY26	Fiscal Year FY27	Fiscal Year FY28
Operating Receipts										
State Foundation Payments (3110, 3211)	1,891,423	2,014,414	2,199,566	2,130,826	1,752,191	2,315,303	2,530,683	2,736,412	2,875,949	2,982,633
Charges for Services (1500)	6,867	160	-	-	-	-	-	-	-	-
Fees (1600, 1700)	1,111	4,921	1,113	5,566	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	159,035	445,362	355,817	305,716	631,552	1,046,946	1,106,159	556,567	574,736	587,455
Total Operating Receipts	2,058,436	2,464,857	2,556,496	2,442,109	2,383,743	3,362,249	3,636,842	3,292,979	3,450,686	3,570,088
Operating Disbursements										
100 Salaries and Wages	1,358,175	1,391,508	1,377,180	1,400,942	1,535,735	1,940,468	1,963,323	2,024,406	2,091,150	2,112,061
200 Employee Retirement and Insurance Benefits	350,533	370,859	309,100	353,912	370,423	485,797	497,833	502,812	507,840	512,918
400 Purchased Services	781,938	878,380	927,383	946,560	970,487	1,421,189	1,200,432	1,190,814	1,176,816	1,198,856
500 Supplies and Materials	80,545	89,138	252,774	213,366	151,988	210,673	241,238	218,013	222,373	226,821
600 Capital Outlay -New	113,944	-	271,168	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-	-	-
800 Other	32,347	26,046	38,582	43,709	147,819	68,705	49,309	50,295	51,301	52,327
819 Other Debt	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements	2,717,481	2,755,931	3,176,187	2,958,489	3,176,452	4,126,832	3,952,135	3,986,339	4,049,480	4,102,983
Excess of Operating Receipts Over (Under)										
Operating Disbursements	(659,046)	(291,074)	(619,691)	(516,381)	(792,709)	(764,583)	(315,293)	(693,360)	(598,794)	(532,895)
Nonoperating Receipts/(Disbursements)										
Federal Grants (all 4000 except fund 532)	282,831	277,239	554,659	865,111	1,302,704	873,066	155,696	166,917	173,931	178,840
State Grants (3200, except 3211)	5,248	6,853	3,719	2,534	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-	-	-
Donations (1820)	355,857	174,632	80,461	7,392	10,269	-	-	-	-	-
Interest Income (1400)	-	-	19	605	48,500	-	-	-	-	-
Debt Proceeds (1900)	-	424,455	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	(31,945)	(37,954)	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	(42,897)	(41,496)	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	643,935	883,180	638,858	800,800	1,282,023	873,066	155,696	166,917	173,931	178,840
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements										
Disbursements	(15,110)	592,105	19,167	284,419	489,314	108,482	(159,597)	(526,443)	(424,864)	(354,055)
Fund Cash Balance Beginning of Fiscal Year	637,063	621,953	1,214,058	1,233,225	1,517,644	2,006,958	2,115,440	1,955,843	1,429,400	1,004,537
Fund Cash Balance End of Fiscal Year	621,953	1,214,058	1,233,225	1,517,644	2,006,958	2,115,440	1,955,843	1,429,400	1,004,537	650,482

FY24 - May 2024 Update
IRN No.: 014913
Type of School: Brick and Mortar
Contract Term: 06/30/2025

LAKE SHORE INTERGENERATIONAL SCHOOL
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2023, Actual and
 the Fiscal Years Ending 2024 through 2028, Forecasted

	Actual					Forecast				
	Fiscal Year FY19	Fiscal Year FY20	Fiscal Year FY21	Fiscal Year FY22	Fiscal Year FY23	Fiscal Year FY24	Fiscal Year FY25	Fiscal Year FY26	Fiscal Year FY27	Fiscal Year FY28
Operating Receipts										
State Foundation Payments (3110, 3211)	1,857,756	1,959,577	2,048,163	2,066,269	1,473,561	1,716,196	1,735,373	2,008,026	2,285,351	2,619,812
Charges for Services (1500)	-	-	-	-	-	-	-	-	-	-
Fees (1600, 1700)	6,414	2,910	-	45	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	111,500	167,447	239,836	237,085	505,584	852,667	797,658	461,621	501,316	548,950
Total Operating Receipts	1,975,670	2,129,935	2,287,999	2,303,398	1,979,145	2,568,863	2,533,032	2,469,648	2,786,667	3,168,763
Operating Disbursements										
100 Salaries and Wages	1,296,853	1,396,681	1,359,494	1,339,920	1,217,685	1,115,458	1,443,830	1,680,923	1,764,035	1,836,800
200 Employee Retirement and Insurance Benefits	276,503	332,551	325,174	310,973	242,704	271,211	382,783	386,611	390,477	394,381
400 Purchased Services	773,108	733,408	615,045	890,886	789,563	1,160,764	1,018,364	1,021,797	1,042,233	1,067,978
500 Supplies and Materials	69,690	94,758	279,334	164,051	142,328	170,438	171,758	168,564	171,935	175,374
600 Capital Outlay -New	38,380	362	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-	-	-
800 Other	22,300	25,293	26,983	33,016	19,053	38,677	32,350	32,742	33,397	34,065
819 Other Debt	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements	2,476,834	2,583,054	2,606,031	2,738,847	2,411,333	2,756,548	3,049,084	3,290,636	3,402,076	3,508,598
Excess of Operating Receipts Over (Under)										
Operating Disbursements	(501,163)	(453,119)	(318,032)	(435,448)	(432,188)	(187,684)	(516,053)	(820,988)	(615,409)	(339,835)
Nonoperating Receipts/(Disbursements)										
Federal Grants (all 4000 except fund 532)	282,264	226,998	486,414	810,112	1,306,235	568,080	327,180	345,223	363,267	384,919
State Grants (3200, except 3211)	5,988	6,285	3,819	2,620	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-	-	-
Donations (1820)	264,691	195,792	52,546	222	3,562	-	-	-	-	-
Interest Income (1400)	-	-	7	558	43,158	-	-	-	-	-
Debt Proceeds (1900)	-	288,300	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	(150,379)	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	(63,645)	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	552,943	717,375	542,786	813,512	1,138,931	568,080	327,180	345,223	363,267	384,919
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements										
Disbursements	51,779	264,256	224,755	378,064	706,743	380,396	(188,873)	(475,765)	(252,142)	45,084
Fund Cash Balance Beginning of Fiscal Year	193,598	245,377	509,633	734,387	1,112,451	1,819,195	2,199,591	2,010,718	1,534,953	1,282,811
Fund Cash Balance End of Fiscal Year	245,377	509,633	734,387	1,112,451	1,819,195	2,199,591	2,010,718	1,534,953	1,282,811	1,327,895

Coversheet

Administrative Building Staff Compensation Guidelines

Section: VI. Compensation Plan (HR, Finance, and Education Advisory Councils)
Item: A. Administrative Building Staff Compensation Guidelines
Purpose: Vote
Submitted by:
Related Material: Operations Compensation Plan Rules.pdf
FIVE YEAR BUMP UNDER FY25 COMPENSATION PLAN FOR NON.pdf

Non-teaching Building Staff FY25 Compensation Plan Guidelines and New Starting Scales

(April 2024)

- **Front Desk (11 month/12 month--\$32,000-\$34,000)**
 - No experience, no degree, start at the bottom of the range (\$32, 000)
 - Two years' experience or degree (\$33,000)
 - Three + years of experience and degree (\$34,000)
- **Wellness Coordinator (10 month--\$30,000-\$34,000)**
 - No experience, no degree at the bottom (\$30,000)
 - No experience, plus certification or degree (\$31, 000)
 - One year experience, no degree (\$32,000)
 - One year plus certification (\$33,000)
 - Two + years of experience plus certification or degree (\$34,000)
- **Building Coordinators (12 month-\$30,000-\$34,000)**
 - No experience, no degree at the bottom (\$30,000)
 - No experience, plus certification or degree (\$31, 000)
 - One year experience, no degree (\$32,000)
 - One year plus certification (\$33,000)
 - Two + years of experience plus certification or degree (\$34,000)
- **Day Cleaners (11 months/12 months--\$26,000-\$30,000)**
 - No experience starts at the bottom of the range (\$26,000)
 - 1 year experience (\$27,000)
 - 2 years' experience (\$28,000)
 - 3 years' experience (\$29,000)
 - 4 years' experience (\$30,000)

Guidelines Applicable to the Above Positions

- **PRIOR EXPERIENCE:** Credit may be given for relevant prior full-time prior experience when determining placement on the starting scale. Partial or part-time years of PRIOR experience do not count for this purpose.
- **EXPERIENCE WITH THE MODEL:** When determining years of experience WITH the model, credit is given for partial years with the model if the employee starts prior to spring break AND is employed by the model at the end of the relevant school year. If an employee leaves before the end of the school year, that year will not be counted as a year of experience in the event they return to work at the school in any subsequent years.
- **NO INCREASE IF ON AN IMPROVEMENT PLAN:** If an employee is on an improvement plan, they will not receive a salary increase unless they have transitioned off the plan.
- **5-YEAR INCREASE:** Non-teaching employees will be eligible to receive a 5-Year increase of \$3,000 going into their 5th year of FULL-TIME employment. To receive the 5-year salary bump, an employee must have worked with the model as a FULL-TIME employee for at least 4 years. The \$3000 bump will be added to the employee's salary AFTER any percentage increase in salary going into the 5th year of full-time employment.

**FIVE YEAR BUMP UNDER FY25 COMPENSATION PLAN FOR NON-TEACHING EMPLOYEES
(April 2024)**

Non-teaching employees will be eligible to receive a 5-Year increase of \$3,000 going into their 5th year of FULL-TIME employment with the IG's. To receive the 5-year salary bump, an employee must have worked with the model as a full-time employee for at least 4 years. This is applicable to 12 month, 11month and 10 month non-teaching employees with 4 or more years of full-time work experience with the model. The \$3000 bump will be added to the employee's salary AFTER any percentage increase in salary going into the 5th year of full-time employment.

Coversheet

Approval of Lakeshore Lease 1-Year Extension for FY 24-25

Section: VII. Facilities
Item: A. Approval of Lakeshore Lease 1-Year Extension for FY 24-25
Purpose: Vote
Submitted by:
Related Material: Approval Letter - St Casimir (Neff Rd) - School Lease Extension.pdf
2nd Amendment of Lease Agreement.doc



Catholic Diocese
of Cleveland

Facilities Services

April 17, 2024

Reverend Joseph Bacevice
Saint Casimir Parish
18022 Neff Road
Cleveland, Ohio 44119

RE: Request Approval – School Lease Extension

Dear Father Bacevice:

This letter is in response to your correspondence to the Office of the Bishop, requesting permission to proceed with a one-year lease extension of the school building to Lakeshore Intergenerational Schools. Your request was reviewed by the Temporal Goods Committee and approved by Bishop Malesic.

Please contact the Diocesan Legal Office with all pertinent information regarding your real property transaction. Please note that for parishes and certain other entities, the Bishop holds legal title to real property as an implied trustee and **you should not sign any contracts or other documents relating to the marketing, purchase, or sale of any real property until the Legal Office has reviewed and approved the document or contract and has advised you to sign.**

Also, please keep Jim Gulick apprised of any significant changes in financial requirements. The Facilities Office will continue to assist you as needed. Please feel free to contact us should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "William Brady".

William Brady
Senior Director of Facilities Services

cc: Rev. Don Oleksiak, Jim Gulick, Kevin Burke, Danny Martin, File

SECOND AMENDMENT OF LEASE

THIS SECOND AMENDMENT OF LEASE (the “**Second Amendment**”) is entered into by and between the Most Rev. Edward C. Malesic, Bishop of the Catholic Diocese of Cleveland as Trustee for St. Casimir Parish, 18022 Neff Rd., Cleveland, OH 44119 (“**Lessor**”) and Lakeshore Intergenerational School (“**Lessee**”). This Amendment shall be effective on the date signed by Lessor, if Lessor is the last to sign, or the date signed by Lessee, if Lessee is the last to sign (the “**Effective Date**”).

WHEREAS, the Lessor and Friends of Breakthrough Schools entered a lease for the Premises located at 18025 Marcella Rd., known as the St. Casimir Parish School Building (the “**Premises**”) on the third day of June, 2014 (the “**Lease**”); and

WHEREAS, the Lessor and Friends of Breakthrough Schools entered a First Amendment of Lease on or about the 21st day of August, 2018; and

WHEREAS, the Lessor, Friends of Breakthrough Schools, and Lessee entered into an assignment of the Lease on or about the 28th day of August, 2018, whereby Lessee assumed all of Friends of Breakthrough Schools’ right, title, interest, and obligations under the Lease;

WHEREAS, the Lease is set to expire on June 30, 2024; and

WHEREAS, the Lessor and Lessee desire to extend the Lease for a one year term commencing on July 1, 2024 and concluding on June 30, 2025 at the current rent;

NOW THEREFORE, the parties agree to the following:

1. ***Term.*** The Term of the lease shall be extended by a one year period from July 1, 2024 to June 30, 2025 (the “**Extended Term**”). Rent during the Extended Term shall remain at the same rate as in effect immediately prior to the Extended Term. For the avoidance of doubt, Rent during the Extended Term shall be paid in equal monthly installments of \$17,500, for a total of \$210,000 in accordance with the terms and conditions of the Lease.
2. ***Renewal Terms.*** Section 4 of the Lease (“**Renewal Terms**”) shall be modified such that the written notice of renewal date of December 31, 2023 shall be replaced with the date of October 31, 2024, and the lease expiration date of June 30, 2024 shall be replaced with the date of June 30, 2025. Otherwise, Section 4 of the Lease shall remain the same.
3. ***Rent for Renewal Term.*** The paragraph of Section 5.2 of the Lease stating “**Renewal Term (if exercised)**” shall be modified such that the date range of “**July 2024 – June 2029**” is replaced with the date range of “**July 2025 – June 2030.**” In addition, the parties may, upon agreement, factor capital improvements to be performed by Lessee into the rent amount for the Renewal Term. Otherwise, Section 5.2 of the Lease shall remain the same.

- 4. **Capitalized Terms.** All capitalized terms herein shall bear the meaning ascribed to them in the Lease unless otherwise stated.
- 5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signatures of the parties of this Amendment and any instrument required hereunder may be facilitated by faxed signature as well as copies of signatures transmitted by electronic means.
- 6. **Remainder of Lease Unmodified.** With the exception of the provisions of this Amendment, which shall control and govern in the event of any inconsistencies or conflicts with the terms stated in the Lease, all terms, covenants and conditions of the Lease shall remain in full force and effect.

EXECUTED by the parties on the dates shown herein below.

LESSOR:

By: _____

Print: Most Reverend Edward C. Malesic

Title: Bishop of the Catholic Diocese of
Trustee for St. Casimir Parish (Neff Rd.)

Date: _____

LESSEE:

By: _____

Print: _____

Title: _____

Date: _____

As requested and approved by:

Print: Rev. Joseph Bacevice

Title: Pastor of St. Casimir Parish

Date: _____

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Most Rev. Edward C. Malesic, Bishop of the Catholic Diocese of Cleveland who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this _____ day of _____, 20__.

NOTARY PUBLIC

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____, of _____, duly authorized, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and of said corporation or entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this _____ day of _____, 20__.

NOTARY PUBLIC

Coversheet

Board Resolutions for Schools

Section: X. Board Resolutions
Item: A. Board Resolutions for Schools
Purpose:
Submitted by:
Related Material: April 24--Nar West Resolution.pdf
April 24--TIS-East Resolution.pdf
April 24--Lakeshore resolution.pdf
00. TIS-Resolution-Term Renewal .pdf



Intergenerational S C H O O L S

April 24, 2024

BOARD RESOLUTIONS

At the Regular Meeting of the Board of Directors of Near West Intergenerational School on April 24, 2024, the following resolutions were 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 Board Meeting

- a. Regular Board Meeting, February 21, 2024
- b. Special Board Meeting, April 3, 2024

2. HB21 Verification of Residency Monthly Report

Six student addresses were verified for March and April respectively. All families were validated using voter registration.

There are currently 0 flags due to the incorrect designation of the resident district in EMIS (Education Management Information System).

3. Contracts and MOUs

- a. **Total Education Solutions**—Renewal contract for the delivery of psychological assessments, physical therapy, occupational therapy, behavior supports, speech and/or hearing services for students for the 24/25 and 25/26 school year. Amount

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

not to exceed the hourly rate as described in the attached contract. Budgeted expenses to be paid out of General Funds or other monies obtained.

- b. **McDonnell and Associates**—This is a renewal contract for data management and related duties. McDonnell & Associates may continue to serve the school after the expiration of the current contract and this agreement will continue on an annual basis after that unless terminated by either party. This is a budgeted expense not to exceed \$36,000 (Each school will pay \$12,000). To be paid out of general funds or other monies obtained.
- c. **Amergis**—This is a renewal contract for Amergis who, in conjunction with the school will recruit, screen, and hire personnel such as general education teachers, intervention specialist, school nursing services, etc. to provide temporary staffing which will be under the supervision of the school. This is a one year contract from July 1, 2024-June 30, 2025. Amount not to exceed the hourly rates described in the attached contract. This is a budgeted expense to be paid out of general fund or other monies obtained.
- d. **Summer on the Cuyahoga**—This is a renewal contract 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 per intern to SOTC. This is a budgeted expense to be paid from general funds to be split equally between the schools.
- e. **Innovations Food Service**-MOU for the 2024-2025 school year for the procurement, preparation, and service for student breakfast and lunch as part of the National School Lunch Program, not to exceed \$140,000. This is a budgeted expense to be paid by general funds or other monies obtained.

4. Annual Renewal and Approval of Policies

- a. Medication Policy, Missing & Absent Child Policy, Health Examination & Immunizations (explanation of policies in Board Packet.)
- b. Academic Prevention and intervention Policy
- c. Career Planning Policy

5. Renewal of Comprehensive Plan

6. Staff Substitute Pay Out for Second Trimester pursuant Board approved policy

Name	Amount
Bojko	\$460.00
Brown	\$80.00
Fraley	\$240.00
Fucile	\$390.00
Hopkins	\$15.00
Howard	\$675.00



McAllister	\$15.00
McGregor	\$30.00
Millard	\$260.00
Morris	\$35.00
North	\$590.00
O'Donnell	\$230.00
O'Melia	\$270.00
Onda	\$26.67
Szilagyi	\$245.00
Total	\$3,561.67

- 7. **Adoption of Curriculum for Child Abuse and Sexual Violence Prevention (Erin's Law)**
 - a. Curriculum for GLEK-5 Second Step, Child Protection Until
 - b. Curriculum for GLE6-8 MBF Teen Safety Matters
- 8. **Revision of Teacher Compensation Guidelines**

Finance Actions

IT IS THEREFORE RESOLVED that the Near West Intergenerational School Board has reviewed and approves the following Financial Action Items:

- a. **February and March Financials**
- b. **Approval of the Five-Year Forecast for Submission to the Ohio Department of Education**
- c. **FY25 Preliminary Draft Budget**
- d. The Board agrees to move forward in revising contract language in the Intergenerational Cleveland Agreement Section 2.7.1 with regard to providing philanthropic support to the school. Revision will allow for Intergenerational Cleveland to provide support in an amount equal to the difference between State Facilities funding plus any other facilities-related revenue the school may earn, and the full cost of operating the facility including rent, mortgage, utilities, repairs, maintenance, Common Area Maintenance charges, and lease-required custodial costs. Should there be no difference between these two figures, Intergenerational Cleveland will provide at minimum an amount equal to the cost of lease rent or annual mortgage costs. As such, the FY 24-25 Budget allocations will reflect this change as the Agreement is legally revised and approved by the Intergenerational Cleveland Board and the School Board.



Compensation Plan

IT IS THEREFORE RESOLVED that the Near West Intergenerational School Board has reviewed and approves the following Items:

- a. Building Staff Compensation Plan Guidelines

Lynn Carpenter, Board Chair





Intergenerational S C H O O L S

April 24, 2024

BOARD RESOLUTIONS

At the Regular Meeting of the Board of Directors of The Intergenerational School on April 24, 2024 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 Board Meeting**
 - a. Regular Board Meeting, February 21, 2024
 - b. Special Board Meeting, April 3, 2024
2. **HB21 Verification of Residency Monthly Report**

Six student addresses were verified for March and April respectively. All families were validated using voter registration.

There are currently 0 flags due to the incorrect designation of the resident district in EMIS (Education Management Information System).

3. **Contracts and MOUs**
 - a. **Total Education Solutions**—Renewal contract for the delivery of psychological assessments, physical therapy, occupational therapy, behavior supports, speech and/or hearing services for students for the 24/25 and 25/26 school year. Amount not to exceed the hourly rate as described in the attached contract. Budgeted expenses to be paid out of General Funds or other monies obtained.

www.intergenerationalschools.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

- b. **McDonnell and Associates**—This is a renewal contract for data management and related duties. McDonnell & Associates may continue to serve the school after the expiration of the current contract and this agreement will continue on an annual basis after that unless terminated by either party. This is a budgeted expense not to exceed \$36,000 (Each school will pay \$12,000). To be paid out of general funds or other monies obtained.
- c. **Amergis**—This is a renewal contract for Amergis who, in conjunction with the school will recruit, screen, and hire personnel such as general education teachers, intervention specialist, school nursing services, etc. to provide temporary staffing which will be under the supervision of the school. This is a one year contract from July 1, 2024-June 30, 2025. Amount not to exceed the hourly rates described in the attached contract. This is a budgeted expense to be paid out of general fund or other monies obtained.
- d. **Summer on the Cuyahoga**—This is a renewal contract 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 per intern to SOTC. This is a budgeted expense to be paid from general funds to be split equally between the schools.
- e. **Innovations Food Service**—MOU for the 2024-2025 school year for the procurement, preparation, and service for student breakfast and lunch as part of the National School Lunch Program, not to exceed \$100,000. This is a budgeted expense to be paid by general funds or other monies obtained.

4. Annual Renewal and Approval of Policies

- a. Medication Policy, Missing & Absent Child Policy, Health Examination & Immunizations (explanation of policies in Board Packet.)
- b. Academic Prevention and intervention Policy
- c. Career Planning Policy

5. Renewal of Comprehensive Plan

6. Personnel Actions:

Resignations and Terminations

- a. **Nelson King, HR Teacher** -Developing Stage , effective April 17, 2024.
- b. **Jenaya Jones, Teacher** – SEL, effective April 19, 2024
- c. **Te’Andra Turnage** - Building Substitute Teacher, effective February 26, 2024

Staff Substitute Pay Out for Second Trimester pursuant to Board approved policy.

Name	Amount
Allan Willmon	\$96.67
Carol Cole	\$41.67
Deandra Myers	\$40.00



Delvon Harwick	\$30.00
Density Pawlus	
\$45.00	
Emily Ludvik	\$30.00
Gracie	
Hollingsworth	\$113.33
Jenya Jones	\$13.33
Jeremy Allen	\$53.33
Matthew Hejl	\$26.67
Michela Stupay	\$53.33
Noree Wright	\$20.00
Shelley Malloy	\$53.33
Tori Winfield	\$35.00
Total	\$651.66

7. Adoption of Curriculum for Child Abuse and Sexual Violence Prevention (Erin’s Law)

- a. Curriculum for GLEK-5 Second Step, Child Protection Until
- b. Curriculum for GLE6-8 MBF Teen Safety Matters

8. Revision of Teacher Compensation Guidelines

Finance Actions

IT IS THEREFORE RESOLVED that The Intergenerational School Board has reviewed and approves the following Financial Action Items:

- a. **February and March Financials**
- b. **Approval of the Five-Year Forecast for Submission to the Ohio Department of Education**
- c. **FY25 Preliminary Draft Budget**
- d. The Board agrees to move forward in revising contract language in the Intergenerational Cleveland Agreement Section 2.7.1 with regard to providing philanthropic support to the school. Revision will allow for Intergenerational Cleveland to provide support in an amount equal to the difference between State Facilities funding plus any other facilities-related revenue the school may earn, and the full cost of operating the facility including rent, mortgage, utilities, repairs, maintenance, Common Area Maintenance charges, and lease-required custodial costs. Should there be no difference between these two figures, Intergenerational Cleveland will provide at minimum an amount equal to the cost of lease rent or annual mortgage costs. As such, the FY 24-25 Budget allocations will reflect this change as the Agreement is legally revised and approved by the Intergenerational Cleveland Board and the School Board.



Compensation Plan

IT IS THEREFORE RESOLVED that The Intergenerational School Board has reviewed and approves the following Items:

- a. Building Staff Compensation Plan Guidelines

Lynn Carpenter, Board Chair





Intergenerational S C H O O L S

April 24, 2024

BOARD RESOLUTIONS

At the Regular Meeting of the Board of Directors of Lakeshore Intergenerational School on April 24, 2024, 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 Board Meeting**
 - a. Regular Board Meeting, February 21, 2024
 - b. Special Board Meeting, April 3, 2024
2. **HB21 Verification of Residency Monthly Report**

Six student addresses were verified for March and April respectively. All families were validated using voter registration.

There are currently 0 flags due to the incorrect designation of the resident district in EMIS (Education Management Information System).

3. **Contracts and MOUs**
 - a. **Total Education Solutions**—Renewal contract for the delivery of psychological assessments, physical therapy, occupational therapy, behavior supports, speech and/or hearing services for students for the 24/25 and 25/26 school year. Amount

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PO Box 200520
Cleveland, Ohio 44120
216.800.5181

not to exceed the hourly rate as described in the attached contract. Budgeted expenses to be paid out of General Funds or other monies obtained.

- b. **McDonnell and Associates**—This is a renewal contract for data management and related duties. McDonnell & Associates may continue to serve the school after the expiration of the current contract and this agreement will continue on an annual basis after that unless terminated by either party. This is a budgeted expense not to exceed \$36,000 (Each school will pay \$12,000). To be paid out of general funds or other monies obtained.
- c. **Amergis**—This is a renewal contract for Amergis who, in conjunction with the school will recruit, screen, and hire personnel such as general education teachers, intervention specialist, school nursing services, etc. to provide temporary staffing which will be under the supervision of the school. This is a one-year contract from July 1, 2024-June 30, 2025. Amount not to exceed the hourly rates described in the attached contract. This is a budgeted expense to be paid out of general fund or other monies obtained.
- d. **Summer on the Cuyahoga**—This is a renewal contract 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 per intern to SOTC. This is a budgeted expense to be paid from general funds to be split equally between the schools.
- e. **Innovations Food Service**--MOU for the 2024-2025 school year for the procurement, preparation, and service for student breakfast and lunch as part of the National School Lunch Program, not to exceed \$100,000. This is a budgeted expense to be paid by general funds or other monies obtained.

4. Annual Renewal and Approval of Policies

- a. Medication Policy, Missing & Absent Child Policy, Health Examination & Immunizations (explanation of policies in Board Packet.)
- b. Academic Prevention and intervention Policy
- c. Career Planning Policy

5. Renewal of Comprehensive Plan

6. Personnel Actions

Resignations and Terminations

- a. **Davon Bonner**, Teacher – Developing, **effective March 15, 2024.**
- b. **Tyler Spuzzillo**, Specials Teacher – Music, effective April 9, 2024.
- c. **Ashtyne McKenzie**, HR Teacher – Developing, effective March 22, 2024.



Staff Substitute Pay Out for Second Trimester pursuant to Board approved policy.

Name	Amount
Bonner	\$210.00
Ditto	\$1,280.00
Florence	\$220.00
Moegling	\$160.00
Pierce	\$330.00
Poole	\$540.00
Priah	\$600.00
Spuzzillo	\$160.00
Talbott-Shere	\$150.00
Total	\$3,650.00

- 7. **Adoption of Curriculum for Child Abuse and Sexual Violence Prevention (Erin’s Law)**
 - a. Curriculum for GLEK-5 Second Step, Child Protection Until
 - b. Curriculum for GLE6-8 MBF Teen Safety Matters
- 8. **Revision of Teacher Compensation Guidelines**

Finance Actions

IT IS THEREFORE RESOLVED that Lakeshore Intergenerational School Board has reviewed and approves the following Financial Action Items:

- a. **February and March Financial Reports**
- b. **Approval of the Five-Year Forecast for Submission to the Ohio Department of Education**
- c. **FY25 Preliminary Draft Budget**
- d. The Board agrees to move forward in revising contract language in the Intergenerational Cleveland Agreement Section 2.7.1 with regard to providing philanthropic support to the school. Revision will allow for Intergenerational Cleveland to provide support in an amount equal to the difference between State Facilities funding plus any other facilities-related revenue the school may earn, and the full cost of operating the facility including rent, mortgage, utilities, repairs, maintenance, Common Area Maintenance charges, and lease-required custodial costs. Should there be no difference between these two



figures, Intergenerational Cleveland will provide at minimum an amount equal to the cost of lease rent or annual mortgage costs. As such, the FY 24-25 Budget allocations will reflect this change as the Agreement is legally revised and approved by the Intergenerational Cleveland Board and the School Board.

Compensation Plan

IT IS THEREFORE RESOLVED that The Intergenerational School Board has reviewed and approves the following Items:

- a. Building Staff Compensation Plan Guidelines

Facility Actions

IT IS THEREFORE RESOLVED that Lakeshore Intergenerational School Board has reviewed and approves the following Facility Action Items:

- a. Amended 1-year extension of the lease with the Diocese.

Lynn Carpenter, Board Chair





Intergenerational SCHOOLS

A COMMUNITY OF LIFELONG LEARNERS

April 24, 2024

BOARD RESOLUTIONS

At the Regular Meeting of the Board of Directors of The Intergenerational School on April 24, 2024 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, the Board of Directors must approve the election of all Board Members and Officers.

WHEREAS the following Board Members' terms will be retroactively renewed from November 19, 2023 to June 30, 2024.

- a. Lee Trotter

Lynn Carpenter