



THE
Intergenerational
S C H O O L S

Intergenerational Schools

May School Board Meeting

Published on May 9, 2025 at 12:26 PM EDT
Amended on May 13, 2025 at 11:11 AM EDT

Date and Time

Wednesday May 14, 2025 at 6:00 PM EDT

Location

Near West Intergenerational School
3805 Terrett Ave.
Cleveland, Oh 44104

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

Agenda

	Purpose	Presenter	Time
I. Board Resolutions			6:00 PM
A. Board Resolutions for Schools			
II. Opening Items			6:00 PM
A. Record Attendance			
B. Call the Meeting to Order			

	Purpose	Presenter	Time
C. Mission Moment			5 m
III. Public Comment			6:05 PM
A. Public Comment	FYI		5 m
<p>Any person or group wishing to place an item on the agenda shall register their intent with the Executive Director/CEO (or designee-Chief Operating Officer) no later than five (5) days prior to the meeting and include:</p> <ul style="list-style-type: none"> A. name and address of the participant; B. group affiliation, if and when appropriate; C. topic to be addressed 			
IV. Sponsor Reports			6:10 PM
A. CMSD/ESCLEW Sponsor Report	FYI		10 m
<ul style="list-style-type: none"> • CMSD-Matt Rado • ESCLEW-Joyce Lewis 			
V. Consent Agenda			6:20 PM
A. Approval of April 2, 2025 Minutes	Vote		3 m
Please read Board Resolutions			
B. Contracts and MOUs	Vote		2 m
TIS & Near West			
<ul style="list-style-type: none"> • RENEWAL-Total Education Services (TES)--Renewal contract for the delivery of psychological assessments, physical therapy, occupational therapy, behavior supports, speech and/or hearing services for students from July 1, 2025, to June 30, 2027. Amount not to exceed the hourly rate described in the contract. • RENEWAL-Cleveland Hearing & Speech--Renewal contract to provide student speech and hearing assessments and services from August 1, 2025 to June 30, 2028. This is a budgeted expense to be paid out of general funds, and the amount is not to exceed the hourly rate described in the contract. • RENEWAL-Securly--This is a cloud-based web filtering solution designed for the schools to ensure safe and appropriate internet use by students. It blocks 			

	Purpose	Presenter	Time
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harmful or distracting content, enforces acceptable use policies, and provides real-time activity monitoring. The filter works across devices both on and off campus and includes features like AI-powered content analysis, customizable policies, and detailed reporting for administrators and parents from July 1, 2025, to June 30, 2026. The total cost of is \$600 to be split between the schools (TIS=\$300 and NWIS=\$300). This is a budgeted expense to be paid out of general funds or other monies obtained.

- **NEW-Possip**-Survey software that will allow school leadership to send touch-point surveys to staff and families throughout the year helps ensure the school aligns with their School Improvement Plan. The total cost of this program is \$8,850. City Fund will provide an in-kind donation of \$6,150 for the family portion of this program. The cost of the staff portion will be split between the two schools (\$1,350). This is a budgeted expense to be paid out of general funds and will not exceed \$2700.

TIS-East Only

- **RENEWAL-Boys and Girls Club**-The Boys and Girls Club is to offer after-school services to children in the school and the surrounding neighborhood. TIS-East is to provide access to the gym, first-floor bathrooms, cafeteria, and kitchen to support these activities. Details are outlined in the associated memorandum of understanding

C. Out of Cuyahoga County Student Travel

TIS-East Only-The teachers of the TIS-East Applying Stage will be taking their students to Cedar Point on May 21, 2025 as part of a physics lesson they will be completing. All students will have a signed parent permission slip on file.

D. City Fund and Stocker Foundation Donation

The Schools approve receiving restricted funds from the **City Fund of \$50,000** to be used to help offset the costs of salaries for the Curriculum Specialists at both TIS-East and Near West (\$25k each school).

The Schools approve receiving restricted funds from the **Stocker Foundation of \$15,000** to be used to help offset the cost of salaries for the Curriculum Specialist at TIS-East and Near West (\$7,500 each school).

E. EMIS Designation

The board authorizes M12 or any of its subcontractors for EMIS services.

	Purpose	Presenter	Time
F. Amendment to the Compensation Plan			
G. Clarification on School Transportation See Transportation Document in Board Packet.	FYI		
H. Personnel Actions Listed in each school's Board Resolution	Vote		
VI. Fundraising Report			6:25 PM
A. Update and Reminders	FYI	Brooke King	5 m
VII. Finance			6:30 PM
A. Approval of March Financials	Vote	Celeste Farmer	10 m
B. Approval of the FY26 Preliminary Budget			10 m
C. Approval of the Five-Year Forecast for Submission to the Ohio Department of Education and Workforce			
VIII. Facilities Advisory Council			6:50 PM
A. Update on Near West Lease	FYI	Brooke King	5 m
B. Current Unbudgeted Projects--TIS-East	FYI	Brooke King	5 m
IX. Education Advisory Group			7:00 PM
A. Guidance on Holidays, Celebrations, and Decorations Guidance Document on Holidays, Celebrations, and Decorations	FYI	Brooke King	7 m
B. Enrollment Update	FYI		8 m
X. Governance-End of Year Business			7:15 PM
A. To be reviewed			5 m
<ul style="list-style-type: none"> • Chief Executive Officer Evaluation--on Board on Track. 			

	Purpose	Presenter	Time
	<ul style="list-style-type: none"> ◦ Should be emailed by the end of May • Board Member Feedback interviews • IGCIe Structure to be discussed at the June 6 Board Retreat 		
XI. Executive Committee			7:20 PM
A. TIS Sponsor Contract Renewal			5 m
	The board authorizes the Executive Director or Board Chair to enter into a renewal Sponsorship Agreement with the Educational Service Center of Lake Erie West		
XII. Closing Items			7:25 PM
A. Adjourn Meeting		Vote	

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

Coversheet

Board Resolutions for Schools

Section: I. Board Resolutions
Item: A. Board Resolutions for Schools
Purpose:
Submitted by:
Related Material: SIGNED-NWIS May Resolution.pdf
SIGNED-TIS May Resolution.pdf



Intergenerational S C H O O L S

May 14, 2025

BOARD RESOLUTIONS

At the Regular Meeting of the Board of Directors of Near West Intergenerational School on May 14, 2025, 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

Minutes of the Board Meeting

- a. Regular Board Meeting, April 2, 2025

Contracts and MOUs

- **Total Education Services**--Renewal contract for the delivery of psychological assessments, physical therapy, occupational therapy, behavior supports, speech and/or hearing services for students from July 1, 2025, to June 30, 2027. Amount not to exceed the hourly rate described in the contract.
- **Cleveland Hearing & Speech**--Renewal contract to provide student speech and hearing assessments and services from August 1, 2025 to June 30, 2028. This is a budgeted expense to be paid out of general funds, and the amount is not to exceed the hourly rate described in the contract.
- **Securly**—Renewal contract that is a cloud-based web filtering solution designed for the schools to ensure safe and appropriate internet use by students. It blocks harmful or distracting content, enforces acceptable use

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policies, and provides real-time activity monitoring. The filter works across devices both on and off campus and includes features like AI-powered content analysis, customizable policies, and detailed reporting for administrators and parents from July 1, 2025, to June 30, 2026. The total cost is \$600 to be split between the schools (TIS=\$300 and NWIS=\$300). This is a budgeted expense to be paid out of general funds or other monies obtained.

- **Possip**-Survey software that will allow school leadership to send touch-point surveys to staff and families throughout the year helps ensure the school aligns with their School Improvement Plan. The total cost of this program is \$8,850. City Fund will provide an in-kind donation of \$6,150 for the family portion of this program. The cost of the staff portion will be split between the two schools (\$1,350). This is a budgeted expense to be paid out of general funds and will not exceed \$2700.

City Fund and Stocker Foundation Donation

- The Schools approve receiving restricted funds from the **City Fund for \$50,000** and the **Stocker Foundation for \$15,000** to be used to help offset the costs of salaries for the Curriculum Specialists at both TIS-East and Near West (**City Fund**-\$25k each school, **Stocker Foundation**-\$7,500 each school),

EMIS Designation

- The board authorizes M12 or any of its subcontractors for EMIS Services.

Amendment to the Compensation Plan

- Raise the starting salary range for newly hired licensed teachers for the 25-26 school year from \$43,000-\$50,000 to **\$45,000-\$52,000**, based on experience and degree. This represents an increase of approximately 4.65% from the starting salary range in the 24-25 school year. No adjustment will be made to the starting salary range for teachers on a substitute license or for building substitutes.
- Raise the starting salary ranges for newly hired support staff positions by 4.65% from the starting salary range in the 24-25 school year. **The ranges will be as described below:**
 - Front Desk - \$33,488 to \$35,581



- Wellness Coordinator - \$31,395 to \$35,581
- Building Coordinator - \$31,395 to \$35,581
- Day Cleaners - \$27,209 to \$31,395
- Discretion to make exceptions to the Compensation Plan starting salary range for difficult-to-hire positions of licensed Intervention Specialists, and middle school math and science teaching positions for the 25-26 school year, to not exceed a range of **\$47,000 to \$54,000**, based on experience and degree.

Clarification on School Transportation

- Information is outlined in the board packet

Personnel Actions

Stipends and Supplemental Pay

- **Science of Reading training stipend** for **Megan Millard** for the 2024-2025 School Year not to exceed \$1200.00. This is a budgeted expense to be reimbursed by the Ohio Department of Education and Workforce, payable from General Funds or other monies obtained.

Finance Actions

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

- **March Financials**
- **FY26 Preliminary Budget**
- **Approval of the Five-Year Forecast for Submission to the Ohio Department of Education & Workforce**


Joanna Lopez-Inman, Secretary





Intergenerational S C H O O L S

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Out of County Student Travel

- The teachers of the TIS-East Applying Stage will take their students to Cedar Point on May 21, 2025, as part of a physics lesson they will complete. All students will have a signed waiver on file to attend the trip. This is a budgeted expense which is to be paid out of general funds or other monies obtained.

City Fund and Stocker Foundation Donation

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Clarification on School Transportation

- Information is outlined in the board packet

Personnel Action

STIPENDS AND SUPPLEMENTAL PAY

- **Dyslexia/Science of Reading training stipend** for Arden Berg for the 2024-2025 School Year not to exceed \$1200.00. This is a budgeted expense to be reimbursed by the Ohio Department of Education and Workforce, payable from General Funds or other monies obtained.
- **Coaching Stipend** for **Yvonne Rodriguez** for work as the track coach for the 2024-2025 School Year, not to exceed \$3000 for the spring track season. This is a budgeted expense payable from General Funds or other monies obtained.
- **Coaching Stipend** for **Landon Robinson** for work as the assistant track coach the 2024-2025 School Year not to exceed \$1500 for the spring track season. This is a budgeted expense payable from General Funds or other monies obtained.



Finance Actions

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

- March Financials
- FY26 Preliminary Budget
- Approval of the Five-Year Forecast for Submission to the Ohio Department of Education & Workforce

Executive Committee

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

- The Board hereby authorizes the Executive Director of the Board Chair to enter into a renewal Sponsorship Agreement with the Educational Service Center of Lake Erie West (ESCLEW) upon the expiration of the existing Sponsorship Agreement on June 30, 2025.



Joanna Lopez-Inman, Secretary



Coversheet

CMSD/ESCLEW Sponsor Report

Section: IV. Sponsor Reports
Item: A. CMSD/ESCLEW Sponsor Report
Purpose: FYI
Submitted by:
Related Material: May TIS - sponsor update template .docx



Educational Service Center of Lake Erie West Community Schools Center

ESC of Lake Erie West Community Schools Center Sponsor Update

School Name: The Intergenerational School

Month: May

Presented by:	Joyce Lewis	In person
Governing Authority Highlights / Important updates from ESCLEW	<p>Licensure updates:</p> <p>License Renewals: Educators with 5-Year Professional licenses (including Lead Professional and Senior Professional) who are up for renewal will now have the option to switch to either a PK-8 (Elementary and Middle School) or a 7-12 (Adolescence to Young Adult) license.</p> <p>Career-Technical Licenses: Recent legislation has created new pathways for Career-Technical Workforce Development licensure, which offers more options for educators in that field.</p> <p>Disqualifying Offenses: The Office of Professional Conduct has updated its list of Disqualifying Offenses based on new criminal offenses and regular reviews. It's important to stay updated on this list.</p>	
Recent Site Visit Highlights	<p>During my site visits, I discussed several key areas. I reviewed the current student enrollment and analyzed disciplinary data, including suspensions and expulsions. I also ensured the Student Demographic Cover Page was completed correctly. We talked about student retention, the intervention plans for retained students, and the communication with parents. I reviewed the testing calendar to confirm all state assessments and major tests, like NWEA, were completed on time. I also discussed any out-of-school suspensions or expulsions for Pre-K through 3 students and verified they aligned with legal requirements. Lastly, I reviewed the year-end discipline data, compared it to last year's data, and discussed potential changes for next year's tracking.</p>	
Financial Update	<p>The ESCLEW Community Schools Financial Consultant held a monthly meeting with the school's treasurer, a completed report was emailed following the meeting. If you have any concerns with your school's financials, please contact your school's treasurer.</p>	



Educational Service Center of Lake Erie West Community Schools Center

Any questions asked by the Governing Authority for the Sponsor?	
Follow up provided	

School Governance Performance Targets and Metrics					
Measure Domain	Assessment	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
School Governance	Board Engagement	100% of board members attend two (2) or more school visits or school-sponsored events	100% of board members attend at least one (1) school visit or school-sponsored event	At least one board member attends at least one (1) school visit or school-sponsored event	Zero (0) board members attend a school visit or school-sponsored event
Evidence: Joanna- Summer Cookout, Fall Festival, Read Across America Danielle- October Dance Stacey- Fall Festival, weekly math tutoring Richaun- Community Meeting Lynn- Fall Festival Carolyn- Brad- Bob-					
School Governance	Required Number of Regular Board Meetings		Six (6) Meetings held per year	Five (5) meetings held per year	Four (4) or fewer meetings held per year
Evidence: August October December February					



Educational Service Center of Lake Erie West Community Schools Center

April					
School Governance	Required Number of Board Members		Five (5) or more sponsor approved board members for all meetings		Fewer than five (5) sponsor approved board members for one (1) or more meetings
Evidence: August- 5 October-8 December 8 February-8 April- 8					
School Governance	Proper Meeting Notice		Timely public notice for all meetings, reschedules, and cancellations	Timely public notice not provided for one (1) meeting, reschedule, or cancellation	Timely public notice not provided for two (2) or more meetings, reschedules, or cancellations
Evidence: In compliance					
School Governance	Required Board Member Training		Completion of Open Meetings and Public Records for 100% of board members	Completion of Open Meetings and Public Records for 80-99% of board members	Completion of Open Meetings and Public Records for less than 80% of board members
Evidence: Joanna- completed Danielle- Completed Stacey- completed Richaun-completed Lynn-completed Carolyn-completed Brad-completed Bob-completed					
School Governance	Board Member Attendance	Overall member attendance is <input type="checkbox"/> 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-79%	Overall member attendance is <input type="checkbox"/> 70%
Evidence: October: 7/8 December: 7/8 February: 7/8 April: 5/8					

Coversheet

Contracts and MOUs

Section: V. Consent Agenda
Item: B. Contracts and MOUs
Purpose: Vote
Submitted by:
Related Material: RENEWAL-TES-TIS 25-27.pdf
RENEWAL-TES-NWIS 25-27.pdf
RENEW-CH&S-25-28.pdf
RENEW-CH&S- NW 25-28.pdf
NEW-Possip Service Agreement.pdf
RENEWAL Securly Contract.pdf
RENEWAL-TIS BGC 25-26 MOU.pdf



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

2025-2026

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, 2025**(the “Commencement Date”), and shall continue until 11:59 p.m. on:

- June 30, 2026** (the “Term”).
- June 30, 2027** (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 C 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.
- (i) Unscheduled Closures – Client agrees to assume responsibility for the payment of any and all amounts due to Personnel as a result of an unscheduled or unplanned closure of Client’s Facility (identified in Appendix D below) whether due to weather, emergency, lack of utilities, or otherwise to the extent such closure occurs with less than 24 hours notice to Personnel (“Unscheduled Closure”). Should an Unscheduled Closure occur, Client agrees to pay Personnel at a rate 100% of Personnel’s agreed upon daily rate.

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 D, which rates shall be subject to adjustment as provided in Appendix D (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 2025-2065 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 2024-2025 Academic Year) is \$600.00. For new schools that did not contract with TES during the 2024-2025 Academic year, this fee is \$1500.00. Any school, new or returning, that submits their contract on or after September 1, 2025 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 D, 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 - through the Client's Board of Directors or, should the Client become bankrupt, through the Client's management company - 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 D 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 99 Pasadena, 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 duty authorized representatives to execute this Agreement as of the Commencement Date.

Total Education Solutions (TES)

Signature: Tawnia Novak Date: 05/05/2025

Tawnia Novak, Ohio Regional Director/Co-Owner

Client/School Name The Intergenerational School

Legal Signature: Brooke A. King Date: 05/05/2025

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: **99 Pasadena**
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: **99 Pasadena**
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: Aziz Ahmad Title: Principal
 Phone Number: 216-721-0120 Email: Aahmad@tisonline.org

Invoice/Billing Information

Invoice: Select preferred invoice delivery method: Mail Email Both

Attention: Sarah Alonso

Address: 11327 Shaker Blvd
Street Address Suite #

Cleveland OH 44104
City State ZIP Code

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

School Site(s) Information

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

Address: 11327 Shaker Blvd
Street Address Suite #

Cleveland Oh 44104
City State ZIP Code

Main Contact: _____ Title: _____
 Phone Number: _____ Email: _____

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

Address: _____
Street Address Suite #

_____ _____
City State ZIP Code

Main Contact: _____ Title: _____
 Phone Number: _____ Email: _____

School Site(s) Information Continued

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

Address: _____
Street Address *Suite #*

_____ _____
City *State* *ZIP Code*

Main Contact: _____ **Title**
: _____
Phone Number: _____ **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 Name: _____
Full name as it should appear on contract

Address: _____
Street Address *Suite #*

_____ _____
City *State* *ZIP Code*

Main Contact: _____ **Title**
: _____
Phone Number: _____ **Ema**
il: _____

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

Address: _____
Street Address *Suite #*

_____ _____
City *State* *ZIP Code*

Main Contact: _____ **Title**
: _____
Phone Number: _____ **Ema**
il: _____

Appendix C

Services

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

- I. Case Management and Administrative Services—manage all special education administrative functions including oversight of the entire special education compliance and service delivery process: obtaining special education records; establishing and monitoring confidential student/patient special education files; monitoring compliance time-lines for 30-day, initial, annual and triennial IEP/IFSPs; scheduling, convening and running IEP/IFSP meetings; coordinating with parents, administrators, service providers to ensure adherence to the child’s IEP/IFSP; assisting in the establishment of the Child Find and student/patient Study Team and Response to Intervention (RTI) process and monitoring compliance with ADA, Section 504, etc.

- II. Professional Development and Training—develop and/or deliver training programs and/or materials for designated audience including but not limited to general education teachers, special education providers, administrators, and/or parents. Client recognizes that all trainings and related materials constitute property of TES and shall not be duplicated without written consent of TES.

- III. Psychological-Education (PSY) and Assessment Services—conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state education codes in order to determine child’s level of functioning for the development of an initial IEP/IFSP or to evaluate the child’s annual or three year progress on his or her IEP/IFSP. All assessments conducted by licensed and/or credentialed personnel including School Psychologists, Speech and Language Specialists; Resource Specialists, etc. Written report included.

- IV. Instruction—provide all special education services, including Resource Specialist Program, Special Day Class and full-inclusion services, to eligible student/patient assigned by Client to TES. TES will work with Client to develop a full continuum of services as appropriate. Services shall include the following:
 - Pre-post testing to establish baseline and progress data.
 - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly and/or annual progress reports.
 - Individual, small group services.
 - Services model delivery based on IEP/IFSP goals.

- V. Designated Instructional Services—provide all Related Services including Speech and Language Therapy, Occupational Therapy, Physical Therapy, to those student/patient of Client eligible therefore and assigned by Client to TES. Services shall include the following:
 - Pre-post testing to establish baseline and progress data.
 - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly and/or annual progress reports.
 - Individual, small group services.
 - Service delivery model based on IEP/IFSP goals.

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

- Service delivery model based on IEP/IFSP goals.

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

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

Service Location and Delivery Mode

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

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

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

Appendix D

Services	Early Contract Rate (Contracts submitted on or before July 1, 2025)	Standard Contract Rate (Contracts submitted from July 2-August 31, 2025)	Late Contract Rate (Contracts submitted on or after September 1, 2025)
Special Education Coordination/Consultation-			
Special Education Compliance	\$90.00	\$92.00	\$94.00
Special Education File Review w/ Report	\$90.00	\$92.00	\$94.00
Charter School Operations Consult-start-up, EMIS compliance, school improvement, board relations, , policies and procedures, RTI Attendance	\$90.00	\$92.00	\$94.00
Resident Educator Mentor	\$90.00	\$92.00	\$94.00
Case Management- Write IEPs, Coordinate services	\$90.00	\$92.00	\$94.00
Academic Coaching	\$90.00	\$92.00	\$94.00
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	\$1300.00 per student		
Hourly rate will be charged for ETR team meetings, scheduling meetings and more involved evaluations that go beyond the 12 hours	\$100.00	\$102.00	\$105.00
Teacher Consult	\$100.00	\$102.00	\$105.00
Assessment – FBA	\$100.00	\$102.00	\$105.00
Specialized Academic Instruction			
Intervention Specialist	\$85.00	\$87.00	\$90.00

ELL/TESOL	\$85.00	\$87.00	\$90.00
Orton-Gillingham Tutor	\$85.00	\$87.00	\$90.00
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 2024-25 Academic Year, Contract submitted by August 31, 2025): \$600.00</p> <p>New Schools (Schools that did not contract with TES during the 2024-25 Academic Year, Contract submitted by August 31, 2025): \$1500.00</p> <p>All Schools that return a contract on or after September 1, 2025: \$1700 which includes late recruiting fees</p>
Unexpected Closure	<p><u>Fee for Unexpected Closures: 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 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"), with less than 24 hours (excluding snow days) Client agrees to pay personnel at a rate of 100% of Personnel's agreed upon hourly rate.</p>
<p>Minimum Daily Service Requirement: 2 hour minimum for in person services, per day, per provider charged at provider rate. If less than 2 hours is required, school will be billed drive time and mileage rate for providers travel time to the next location.</p>	
<p>Drive Time: When travel is required for over 50 miles one-way, due to lack of local providers, school will be billed drive time and mileage for travel to and from the school.</p>	

Additional Services*	
Professional Development	\$400 per hour
	\$1200 for ½ 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

TIS Ohio Service Agreement 2025-26.docx

Final Audit Report

2025-05-05

Created:	2025-04-25
By:	Mandy Coddling (mcoddling@tesidea.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMIzidZ6AqMP0eLi4uuVWwmSMqidFP_zY

"TIS Ohio Service Agreement 2025-26.docx" History

-  Document created by Mandy Coddling (mcoddling@tesidea.com)
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-  Document emailed to Brooke King (bking@tisonline.org) for signature
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-  Agreement completed.
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**Consulting and Service Agreement
between
Total Education Solutions, Inc.
And
Near West Intergenerational School**

2025-2026

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, 2025**(the “Commencement Date”), and shall continue until 11:59 p.m. on:

June 30, 2026 (the “Term”).

June 30, 2027 (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 C 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.
- (i) Unscheduled Closures – Client agrees to assume responsibility for the payment of any and all amounts due to Personnel as a result of an unscheduled or unplanned closure of Client’s Facility (identified in Appendix D below) whether due to weather, emergency, lack of utilities, or otherwise to the extent such closure occurs with less than 24 hours notice to Personnel (“Unscheduled Closure”). Should an Unscheduled Closure occur, Client agrees to pay Personnel at a rate 100% of Personnel’s agreed upon daily rate.

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 D, which rates shall be subject to adjustment as provided in Appendix D (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 2025-2065 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 2024-2025 Academic Year) is \$600.00. For new schools that did not contract with TES during the 2024-2025 Academic year, this fee is \$1500.00. Any school, new or returning, that submits their contract on or after September 1, 2025 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 D, 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 - through the Client's Board of Directors or, should the Client become bankrupt, through the Client's management company - 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 D 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 99 Pasadena, 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: Tawnia Novak Date: 04/28/2025

Tawnia Novak, Ohio Regional Director/Co-Owner

Client/School Name Near West Intergenerational School

Legal Signature: Brooke A. King Date: 04/28/2025

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: **99 Pasadena**
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: **99 Pasadena**
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: Sarah Alonso

Address: 3805 Terrett Ave
Street Address Suite #

Cleveland OH 44113
City State ZIP Code

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

School Site(s) Information

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

Address: 3805 Terrett Ave
Street Address Suite #

Cleveland Oh 44113
City State ZIP Code

Main Contact: April Maimone **Title:** _____

Phone Number: _____ **Ema il:** _____

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

Address: _____
Street Address Suite #

_____ City State ZIP Code

Main Contact: _____ **Title:** _____

Phone Number: _____ **Ema il:** _____

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 IEP/IFSP meetings for all students/patients assigned to TES, including students/patients assigned to TES for evaluations/assessments as described in above. Attendance by TES special education specialists may include writing of Individual Plans and establishment of individual goals and objectives if instructed in writing by Client.
- X. Consultation – Consultation services include in-service training for your general education staff; developing a Child Find and/or student/patient Success Team model and Response to Intervention (RTI); behavior observation; electronic special education data input; consulting with general education teachers on accommodations in the general education program; consulting with parents or school administrators; consulting on compliance the Individuals with Disabilities Education Act; Parent’s Due Process Rights under the Individuals with Disabilities Education Act; the Americans with Disabilities Act; and Section 504, etc.

Service Location and Delivery Mode

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

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

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

Appendix D

Services	Early Contract Rate (Contracts submitted on or before July 1, 2025)	Standard Contract Rate (Contracts submitted from July 2-August 31, 2025)	Late Contract Rate (Contracts submitted on or after September 1, 2025)
Special Education Coordination/Consultation-			
Special Education Compliance	\$90.00	\$92.00	\$94.00
Special Education File Review w/ Report	\$90.00	\$92.00	\$94.00
Charter School Operations Consult-start-up, EMIS compliance, school improvement, board relations, , policies and procedures, RTI Attendance	\$90.00	\$92.00	\$94.00
Resident Educator Mentor	\$90.00	\$92.00	\$94.00
Case Management- Write IEPs, Coordinate services	\$90.00	\$92.00	\$94.00
Academic Coaching	\$90.00	\$92.00	\$94.00
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	\$1300.00 per student		
Hourly rate will be charged for ETR team meetings, scheduling meetings and more involved evaluations that go beyond the 12 hours	\$100.00	\$102.00	\$105.00
Teacher Consult	\$100.00	\$102.00	\$105.00
Assessment – FBA	\$100.00	\$102.00	\$105.00
Specialized Academic Instruction			
Intervention Specialist	\$85.00	\$87.00	\$90.00

ELL/TESOL	\$85.00	\$87.00	\$90.00
Orton-Gillingham Tutor	\$85.00	\$87.00	\$90.00
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 2024-25 Academic Year, Contract submitted by August 31, 2025): \$600.00</p> <p>New Schools (Schools that did not contract with TES during the 2024-25 Academic Year, Contract submitted by August 31, 2025): \$1500.00</p> <p>All Schools that return a contract on or after September 1, 2025: \$1700 which includes late recruiting fees</p>
Unexpected Closure	<p><u>Fee for Unexpected Closures: 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 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"), with less than 24 hours (excluding snow days) Client agrees to pay personnel at a rate of 100% of Personnel's agreed upon hourly rate.</p>
<p>Minimum Daily Service Requirement: 2 hour minimum for in person services, per day, per provider charged at provider rate. If less than 2 hours is required, school will be billed drive time and mileage rate for providers travel time to the next location.</p>	
<p>Drive Time: When travel is required for over 50 miles one-way, due to lack of local providers, school will be billed drive time and mileage for travel to and from the school.</p>	

Additional Services*	
Professional Development	\$400 per hour
	\$1200 for ½ 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

Near West Ohio Service Agreement 2025-26.docx

Final Audit Report

2025-04-28

Created:	2025-04-25
By:	Mandy Coddling (mcoddling@tesidea.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkzCf-haOx0kpxoxnsAuan9ygPsPM6QvK

"Near West Ohio Service Agreement 2025-26.docx" History

-  Document created by Mandy Coddling (mcoddling@tesidea.com)
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**SPEECH-LANGUAGE PATHOLOGY SERVICES CONTRACT
BETWEEN CLEVELAND HEARING AND SPEECH CENTER AND
INTERGENERATIONAL SCHOOL**

This Agreement is made on **August 1, 2025** between the Intergenerational School (“School District”), an Ohio nonprofit corporation, located at 11327 Shake Blvd, Ste. 200E Cleveland, OH 44104 and Cleveland Hearing and Speech Center (“Provider”), an Ohio nonprofit corporation, located at 6001 Euclid Avenue, Suite 100, Cleveland, Ohio 44103.

WHEREAS, the School District is in need of speech-language pathology services for its students; and

WHEREAS, the Provider is in the business of providing such services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, it is agreed as follows:

A. DESCRIPTION OF SERVICES

The Provider will provide speech-language pathology services as described in Exhibit A.

The Provider will normally provide the same speech-language pathologist(s) (“SLP”) to provide services under this Agreement. In the event of absence of the regularly assigned SLP, the Provider will make a good faith effort within their means to provide a substitute SLP.

B. TERM OF AGREEMENT

This Agreement shall be effective **August 1, 2025** and continue until **June 30, 2028**. This agreement may be terminated by mutual agreement with 30 days notice.

C. PRICING AND PAYMENT TERMS

The School District agrees to pay the Provider as described in Exhibit B.

When the Provider is scheduled to provide services at a site and arrives at the site to do so, payment from the School District for time billed is expected. If the scheduled children are on a field trip and/or otherwise unavailable for services when the Provider arrives, AND the Provider was not notified by the School District prior to arrival at the site, the Provider will invoice the School District will pay for this time scheduled at the regular pricing.

The Provider will present a bill to the School District each month for the prior month's services. The terms of payment are net 45 days from the invoice date. Interest at the rate of 1.5 percent per month will accrue on balances not paid within 45 days.

D. MUTUAL COOPERATION

The parties agree to fully cooperate in the development of policies and procedures that are necessary to facilitate the provision of services contemplated under this Agreement. The parties agree to periodically meet, as necessary, to discuss any issues pertaining to this Agreement and effective provision of speech-language pathology services.

E. REPORTING AND RECORDS

The Provider shall submit required reports in accordance with guidelines set forth by the School District. Reports will be the property of the School District.

The Provider shall maintain such records and accounts as are deemed necessary by the School District. These records will be made available upon demand by the School District or its agents, the Comptroller General of the United States, the Auditor of the State of Ohio, or their authorized representatives, and will be retained until permission to destroy them is granted by the School District.

F. LIABILITY

The Provider agrees to defend, indemnify, and hold the School District harmless from and against all loss, cost, damage, liability, debt, or expense including attorney fees, auditing and accounting fees resulting from or in any way connected with the services which are subject of this Agreement, irrespective of the cause or causes of the loss, cost damage, liability or expense.

G. INSURANCE

Both parties maintain such professional and general liability insurance as is customary for the type and scope of services provided by their respective organizations. Certificates evidencing such insurance coverage shall be provided upon request.

H. NON-SOLICITATION BY SCHOOL DISTRICT

The School District agrees that it will neither solicit directly nor respond to the solicitation from any employee or subcontractor of the Provider, or any former employee or subcontractor of the Provider who has performed speech-language pathology services for the School District under this Agreement, to perform speech-language pathology services directly for its students during the term of this Agreement and the six-month period following the termination of this Agreement.

I. STATUS OF PROVIDER

The status of the Provider under this Agreement is that of a vendor, i.e. a provider of services, of the School District and not that of a subrecipient of federal funds. Further, Provider is an independent contractor with respect to the School District.

J. CIVIL RIGHTS

The Provider agrees that they will comply with Titles VI and VII of the Civil Rights Act of 1964 (P.L. 83-352), as amended.

No otherwise qualified person with disabilities shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits, or be subjected to discrimination under any program or activity under this Agreement pursuant to 504 of the Rehabilitation Act of 1973 (P.L. 93-112, 45 CFR 10212, et seq.) and the Americans with Disabilities Act (29 U.S.C. Section 701, et seq.), as amended.

The Provider agrees that it will comply with the Age Discrimination in Employment Act of 1987, as amended (29 U.S.C. 621 et seq.).

K. VIOLATIONS

The School District's undertakings set forth in this Agreement are contingent upon and subject to the Provider's explicit observance and adherence to the applicable law and regulations: Title 42 of the United States Code, as amended, Title 45 of the Code of Federal Regulations, and any other applicable statutes or regulations, federal or state, including but not limited to the policies of the applicable federal and state agencies. The Provider acknowledges that the School District shall, at its option, have the right to terminate or reduce its (the School District's) participation in all or any portion of this Agreement in the event of Provider's violation of applicable law and/or any provisions of this Agreement.

L. CONFLICT OF INTEREST

It is agreed between the parties that the Provider will adhere to any and all policies regarding conflicts of interest currently enforced by its Board of Directors.

M. MISCELLANEOUS

This Agreement is governed under the laws of the State of Ohio.

This Agreement is not assignable without written consent of both parties.

In the event any term or provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such defect shall not affect any other provisions of this Agreement. The parties agree to carry out the spirit of the term or provision

declared invalid, illegal, or unenforceable to the extent permitted by law.

This Agreement embodies the entire agreement between the parties with respect to its subject matter. There are no promises, terms, conditions, or obligations other than those contained in this written contract; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

Agreed to by:

School District:

Brooke King
Executive Director
Intergenerational Schools

Date

Provider:

Jennell C. Vick, Ph.D.
President & CEO
Cleveland Hearing and Speech Center

Date

EXHIBIT A SERVICES

CHSC provides a menu of services from which the School District can select. All services are provided within the contracted hourly rate.

SCREENINGS

Speech-language screenings, which assess articulation skills, receptive and expressive language abilities, voice, and fluency will be provided at the request of the School District to determine need for speech-language evaluation. Children not present on screening days, and children not able to be screened on the original screening days, will be **re-scheduled** for screenings. Screenings will be conducted at the School District. If a child fails the screening, a comprehensive speech-language evaluation will be recommended.

Hearing screenings, which evaluate pure tone hearing and middle ear function (tympanometry/immittance), and an otoscopic examination can be conducted at the request of the School District at the beginning of the school year (or as needed) for all children enrolled who have not received appropriate screening by their physician. Provider's screenings will include pure tone hearing screening at a minimum, with tympanometry and otoscopic examination included as appropriate. The School District will request service as needed for identified children. Children not present on screening days, and children not able to be screened on the original screening days, will be **re-scheduled** for screenings. Pure tone screenings will be conducted at an intensity level of 20 dB at the frequencies 1000, 2000, and 4000 Hz. Screenings will be conducted at the School District. If a child fails the screening, they will be referred to their physician or audiologist as appropriate.

The School District shall obtain the necessary parent/guardian permission and authorization for service delivery prior to scheduling of the service.

EVALUATIONS

The Provider will make recommendations to the School District, based upon speech-language screenings, of children whom should be referred for a speech-language evaluation. The School District may also refer children to the Provider for a speech-language evaluation.

The evaluation will assess the child's communication skills (including oral-motor structure and functioning, speech sound development, receptive language, expressive language, voice, fluency, social language skills, reading and writing skills) relative to age and/or grade appropriate norms. Standardized and non-standardized measures will be utilized in the evaluation.

The School District shall obtain the necessary parent/guardian permission and authorization for service delivery prior to scheduling of the service.

INDIVIDUALIZED EDUCATION PLAN

Upon conclusion of a speech-language evaluation, it will be determined if a child qualifies for an Individualized Education Plan (IEP). If so, the Provider will write the speech-language portion of the IEP and/or participate in the IEP meeting at the request of the School District.

THERAPY

Individual and/or small group services will be provided based upon the child's needs and IEP. When clinically appropriate and requested, services can be provided within the classroom environment. These services will include collaboration with the classroom teacher to facilitate incorporation of speech-language and or literacy-rich activities in the classroom.

The School District shall obtain the necessary parent/guardian permission and authorization for service delivery.

PROGRESS REPORTS

Progress reports will be provided at least 3 times per year for children receiving therapy.

CONSULTATIONS

On-site consultation may be provided to the School District upon request.

IN-SERVICES

In-service training will be provided to School District staff and parents at the request of the School District. Training topics may consist of: speech-language screenings, normal speech-language development, strategies teachers can incorporate into the classroom, and activities parents can implement at home to facilitate speech-language development.

MATERIALS FOR SERVICE DELIVERY

All necessary diagnostic and treatment materials will be supplied by the Provider. The time required to gather and organize these materials will be included within the rate billed by the Provider. Likewise, School District will ensure that each school provides adequate and appropriate space for services, consistent with ODE guidelines.

PAPERWORK

Time required to complete clinical and educational documentation is included within the rate billed by the Provider.

EXHIBIT B PRICING

PRICING

Services will be provided at the rates listed below:

2025-2026 \$84.00 per hour

2026-2027 \$88.20 per hour

2027-2028 \$92.60 per hour

Monthly billing will vary with any fluctuations in hours delivered each week. These hours are estimated by the personnel at each school based on historic and projected numbers for overall enrollments and student IEPs. The hours may change with newly identified needs in services or changes to anticipated enrollment. CHSC covers the cost of SLP travel, diagnostic tools, and materials used at all the school sites.



**SPEECH-LANGUAGE PATHOLOGY SERVICES CONTRACT
BETWEEN CLEVELAND HEARING AND SPEECH CENTER AND NEAR WEST
INTERGENERATIONAL SCHOOL**

This Agreement is made on **August 1, 2025** between Near West Intergenerational School (“School District”), an Ohio nonprofit corporation, located at 3805 Terrett Ave, Cleveland, OH 44103 and Cleveland Hearing and Speech Center (“Provider”), an Ohio nonprofit corporation, located at 6001 Euclid Avenue, Suite 100, Cleveland, Ohio 44103.

WHEREAS, the School District is in need of speech-language pathology services for its students; and

WHEREAS, the Provider is in the business of providing such services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, it is agreed as follows:

A. DESCRIPTION OF SERVICES

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Monthly billing will vary with any fluctuations in hours delivered each week. These hours are estimated by the personnel at each school based on historic and projected numbers for overall enrollments and student IEPs. The hours may change with newly identified needs in services or changes to anticipated enrollment. CHSC covers the cost of SLP travel, diagnostic tools, and materials used at all the school sites.



POSSIP AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (“Agreement”) is effective on the effective date for services set forth on the Quote (“Effective Date”) by and between **Possip, Inc.** (“Possip”), an organization with offices located at 615 Main Street, Nashville, TN 37206 and the contracting organization (“Customer”) each individually a “Party” and sometimes collectively referred to as the “Parties.” **The Quote and the Terms and Conditions below together constitute the Agreement.**

The Customer desires to engage Possip to support stakeholder engagement efforts, in the manner described in the Quote for Products & Services (“Quote”).

To provide the best experience possible for engaging stakeholders, the Customer Agrees to:

- Communicate information to participants (stakeholders, community members, families, staff, or students) about the Possip partnership beginning at least one week before surveys are to begin,
- Provide contact information for participants, and, when using SMS, cooperate with Possip to demonstrate that Customer has obtained or attempted to obtain consent from users to receive SMS
Note: Possip aims to only request Directory information, in compliance with FERPA (Federal Education Records Privacy Act) and operates within TCPA (Telephone Consumer Protection Act).

Terms and Conditions

- 1) Services. The parties agree to enter into the services provided in the Agreement (“Services”). The parties may amend the scope of services by entering into an amended Agreement in writing at any time.
- 2) Payment. Without limiting anything herein, Customer shall pay Possip in full within 30 days after receipt of each invoice.
- 3) Term and Termination.
 - a. The initial term of the Agreement shall commence on the Effective Date and continue as outlined in the Quote for Services (“Initial Term”) unless otherwise terminated in accordance with the Agreement. After the Initial Term, the Agreement may renew for successive one (1) year periods, at the then-current rates for the quoted Services, unless otherwise terminated (each a “Renewal Term” and together with the Initial Term, the “Term”).
 - b. Possip shall have the right to terminate this Agreement for any reason upon 30 days’ prior written notice. Possip shall have the right to terminate this Agreement at any time upon written notice to Customer of a breach of this Agreement which, if curable, is not cured within 10 days after receipt of such written notice.
 - c. Customer may terminate this Agreement upon 30 days’ prior written notice.
 - d. Upon termination, the Services will terminate immediately, and all outstanding monies owed will become immediately due and payable. Customer may keep all Deliverables in their possession. Sections 5-16 of this Agreement will survive.
- 4) License.
 - a. Possip hereby grants to Customer during the Term, a non-transferable right to use all deliverables as described in this Agreement above and/or in a Quote or Invoice (“Deliverables”) solely for any internal use and may copy, distribute, display and publish such Deliverables solely for internal use.
 - b. Possip hereby grants to Customer during the Term, credentials to log into the weeklypossip.com or any successor password protected portions of the site to view information. Customer agrees to abide by the Terms of Use (TOU) for such a site, and Possip reserves the right to disable Customer’s access if Customer violates the Terms of Use. For the TOU, visit www.possip.com/possip-terms
- 5) Intellectual Property. Customer acknowledges and agrees that Possip is the owner of various intellectual property rights, including, but not limited to, copyright and trademark rights in its name and logo, copyright and trademark rights in the design and compilation of the Deliverables, know-how and trade secrets, and all other proprietary rights, copyright, moral rights, trade name, trade dress, design, patent and any other such rights now known or hereafter discovered, whether or not registered or registrable. All rights not expressly granted to Customer by Possip herein are expressly reserved by Possip. Possip at all times retains all right, title and interest in and to all of the intellectual property rights herein.

- 6) Data Use and Privacy. Without limiting anything to the contrary herein, to the fullest extent allowable by law, Customer is the owner of all data provided by Customer to Possip. Possip is the owner of all user-generated data collected in connection with performance of the Services, and Possip shall have the express right to use such data as anonymized and aggregated for internal educational and research uses and to license to third parties for educational and research uses. No licensed information will contain any personally identifiable information or will identify Customer by name without express prior written consent of the Customer, provided however, that information such as geography, demographics and size of the organization may be included.
- 7) Confidentiality. Each party understands and agrees that in the performance and/or receipt of Services, the other may obtain knowledge of "Confidential Information". The receiving party shall not, without written consent, use or disclose any such confidential information of disclosing party other than to fulfill its obligations under this Agreement. Information shall be considered confidential and subject to this agreement that: (a) is in writing or in other physical form and is marked "Confidential", (b) is orally or visually disclosed as "Confidential", (c) is derived from confidential information; or (d) is generally understood to be of a proprietary and confidential nature. Confidential Information of Possip includes, but is not limited to, information relating to its business or pricing and the contents of Customer's Agreement, to the extent that such information is allowed by law to remain confidential. It is agreed that the receiving party is not responsible for confidentiality of information, which is publicly available or becomes known in the market due to sources outside of the receiving party's control.
- 8) Disclaimers. Possip makes no warranties, express or implied, (a) regarding the accuracy of information contained in the Deliverables or that the Deliverables are error free, (b) that the Deliverables will meet the Customer's needs or requirements, (c) regarding results or outcomes arising from Customer's implementation of changes based on the Deliverables, (d) that the Deliverables are non-infringing, or (e) that the website, and all content contained thereon, including the Deliverables, will be available via Possip's third party host or will function in any environment or that text messages will be delivered. POSSIP DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY, EXPRESS OR IMPLIED, FOR ANY MATTER HEREUNDER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE DELIVERABLES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. Customer understands that if it implements changes or otherwise acts or fails to act based on the Deliverables or other feedback provided by Possip, Customer shall be solely responsible for all outcomes that arise from such acts or omissions, and Possip expressly disclaims all responsibility therefor.
- 9) Representations, Warranties and Covenants. Customer represents, warrants and covenants that (a) it is and at all times will remain in compliance with all laws and regulations relevant to the Services and Deliverables under this Agreement and the relationship with Possip hereunder, including, but not limited to, all privacy laws and legal requirements to obtain consents; and (b) it has the right to enter into this Agreement and has complied with all legal or regulatory requirements in entering into this Agreement; .
- 10) Limitation of Liability. IN NO EVENT WILL POSSIP, ITS AFFILIATES, ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF HOW CAUSED, INCLUDING BUT NOT LIMITED TO WHETHER CAUSED BY TORT, NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, AND WHETHER OR NOT CUSTOMER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL POSSIP'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER DURING THE IMMEDIATELY PRECEDING 12 MONTH PERIOD.
- 11) Independent Contractor. Nothing herein shall be construed to create the relationship between the parties for any purpose whatsoever of partners, principal and agent, joint venturers or any other similar relationship. Nothing herein shall be construed to give either party the power or authority to act for, bind, or commit the other party, other than as expressly stated herein.
- 12) Force Majeure. Possip shall not be liable to Customer for any loss or damage resulting from any delay or failure in the performance of the Services or other obligations hereunder if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond its control. Such events, occurrences, or causes, include, without limitation, acts of God, strikes, lockouts, inability to secure materials, system-wide vendor outages, interruption to power or communication grids, riots, acts of war, terrorists acts, governmental actions, pandemics, epidemics, floods, earthquakes, natural disasters, fires and explosions.
- 13) Notices. All notices required under this Agreement shall be in writing and deemed duly given or served when (a) delivered personally, (b) upon delivery when sent by registered or certified first-class U.S. mail,

postage prepaid, (c) upon delivery when sent by commercial overnight carrier, fees prepaid, or (d) by email, with read receipt. All notices shall be delivered to the addresses set forth in the Quote.

- 14) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Customer shall not assign, convey, transfer or sublicense this Agreement, in whole or in part, without prior written consent of Possip. Any such attempted transfer shall be deemed null and void. Nothing herein shall be deemed to limit Possip's ability to assign or transfer this Agreement.
- 15) Governing Law. This Agreement shall be governed by the laws of the State of Tennessee, without giving effect to any conflict of law provision. All claims arising hereunder shall be brought in the State and Federal courts located in Nashville, Tennessee, and the parties hereto irrevocably agree to the venue and jurisdiction thereof. Nothing herein shall be deemed to limit Possip from requiring Customer to submit disputes arising hereunder to arbitration.
- 16) Miscellaneous. No waiver by Possip of any provision herein shall be deemed a further or continuing waiver of any other provision, and any failure by Possip to assert a right shall not constitute a waiver of such right. If any provision herein is adjudged invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions will continue in full force and effect. These Terms and Conditions and the Quote constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements, written and oral with respect to the subject matter hereto.
- 17) Incorporation of Privacy Policy and Terms of Use. Possip's Privacy Policy (<https://possip.com/privacy-policy/>) and Terms of Use (<https://possip.com/possip-terms/>) govern Customer's rights and obligations in connection with its and its users' use of the website and other services. Such Privacy Policy and Terms of Use are incorporated herein by reference and made a part hereof.

By signing the attached Quote for Services and/or providing Payment for Services, the Customer agrees to this Agreement (the Quote and these Terms and Conditions, together, constitute the Agreement). *Please consider all parts of this document confidential.*



Order Form

SECURLY	Dept LA 24957	Bill To Name	Intergenerational Schools (OH)
(Billing	Pasadena, CA 91185-4957	Bill To	11327 Shaker Boulevard
Address)	United States		Cleveland, OH 44104
Securly Contact	Cynthia Rose	School Name	Intergenerational Schools (OH)
	cynthia.rose@securly.com	Contact Name	
		Email	
		Phone	

Partner/Bill To Information

Bill To Intergenerational Schools (OH)
 Name
 Regional
 Service
 Center

Order Information

Payment Schedule Upfront Payment Terms Net 30
 Purchasing Agency Agreement MCOECN
 Order Notes

Products & Services

Start Date	End Date	Quantity	Product	Product Type	Price	Subtotal
07-01-2025	06-30-2026	480	Securly Filter	Subscription	\$1.25	\$600.00
07-01-2025	06-30-2026	480	Home	Subscription	0	0
						\$600.00

Terms & Conditions

Securly products and services are provided under the [Securly Terms and Conditions and Privacy Policy](#). By signing this Order Form, customer agrees to the Terms and Conditions which constitute the entire agreement (“**Agreement**”), superseding any terms (including, but not limited to, any Customer’s Purchase Order terms).



- Term of subscription license: Specified by "Term" beginning and end dates set forth above.
- Prices do not include sales tax, if applicable.
- The Federal Tax ID # for Securly is **46 078 9922**

Executed & Agreed:

CUSTOMER:

Signature	 <p>Signed by: Kristia Wiersma IT & Compliance Specialist</p>
Name	Kristia Wiersma
Title	IT & Compliance Specialist
Date	May 8, 2025 11:24:59 AM UTC-0400

SECURLY:

Signature	 <p>Signed by: Tiffany Wandel Deal Desk Analyst</p>
Name	Tiffany Wandel
Title	Deal Desk Analyst
Date	May 8, 2025 8:28:34 AM UTC-0700

Services Agreement

This Services Agreement (this “Agreement”) is entered into as of the 1st day of July 1, 2025 (the “Effective Date”) by and between THE BOYS AND GIRLS CLUB OF NORTHEAST OHIO (hereinafter referred to as B&GC) and THE INTERGENERATIONAL SCHOOL (hereinafter referred to as TIS). It accounts for the terms and condition of service between July 1st, 2025 and April 29th, 2026.

Recitals

B&GC and TIS are currently parties to a lease agreement dated April 29, 2021, for the premises located 11327 Shaker Blvd. Ste 200E Cleveland, OH 44104. “The Lease”

During the remaining term of the lease B&GC and TIS wish to enter into an agreement for sharing TIS space in addition to the premises leased to operate B&GC drop-in afterschool and summer programming (academic, character, citizenship, and healthy lifestyle) within the existing TIS facility located at 11327 Shaker Blvd. 200E, Cleveland, OH 44104.

The purpose of this Agreement is to state the terms and conditions for the provision of the afterschool/summer services within the identified spaces and classrooms at TIS. B&GC agrees to provide high quality out-of-school services for up to 130 children with TIS students given preference for enrollment based on available space in the program.

B&GC and TIS Responsibilities

- B&GC will provide all teaching staff for the out-of-school program. All employees of B&GC will submit to background checks acceptable to TIS and B&GC will provide documentation of background checks of employees upon request.
- B&GC will provide a Director to serve as the primary contact for their agency.
- TIS will provide all janitorial services including daily trash removal and cleaning of TIS rooms, common areas and TIS bathrooms (at a prorated cost to B&GC).
- TIS will grant access to the assigned classrooms after school hours throughout the year, including the necessary door entry codes. Access will be limited to B&GC staff only. These staff will be wholly responsible for those persons admitted into the building during designated times Monday-Friday 330pm-830pm . Should B&GC staff be responsible for a breach of security, B&GC will be liable for any and all losses or claims arising from that breach.
- B&GC will abide by all TIS security measures, policies, and procedures when allowing parents/caregivers to access the building, and B&GC staff will participate in select security meetings and trainings provided for TIS staff. B&GC staff, participants or guests who are present in TIS space will participate in all safety drills in accordance with the TIS Safety Plan.
- TIS will provide the labor and materials cost for TIS classrooms, kitchen, library, and hall maintenance and repair in the event facility fixtures require such action, except for repairs or maintenance caused by the negligence or misconduct of B&GC, its employees or guests which shall be at the sole cost and expense of B&GC as further provided below. When emergency repairs are required, B&GC will notify TIS as soon as reasonably possible.

- TIS will provide B&GC with access to scheduled use of the school gym/cafeteria, and specials classrooms (Art and Science) for B&GC when not in use by TIS and not until 3:15pm each day, unless an earlier time is approved by the classroom teacher. B&GC will provide their own consumable supplies and small gym equipment. Large gym equipment will be shared equally between B&GC and TIS. B&GC will be responsible for any broken/damaged or missing TIS equipment that occurs during the use of these spaces. Schedule for usage to be mutually agreed upon in writing in advance by the TIS and B&GC staff.
- Classrooms and other areas used by B&GC will be cleaned after use and “user ready” for the school the next morning. There shall be no eating or drinking in any of the classrooms or the auditorium. Food may only be present in the kitchen and lobby/cafeteria area.
- Use of TIS projectors will first be approved by the TIS IT & Compliance Specialist and B&GC will be responsible for any broken/damaged or missing thereto.
- TIS will provide access to the school kitchen which shall be appropriately licensed for food preparation and service, where B&GC will house and be entirely responsible for the care and maintenance of their own food preparation equipment. Any incremental upgrades required to achieve licensing for food preparation for B&GC will be the responsibility of B&GC. B&GC will be responsible for general and timely clean up, including disposing of waste and clearing and cleaning kitchen surfaces.
- TIS will provide B&GC access to TIS’s food warmer upon request. If used, B&GC is responsible for cleaning the food warmer and will report any malfunction to TIS immediately.
- At no time shall children be allowed to enter the kitchen area. If a child does enter the kitchen during B&GC, TIS bears no responsibility for child-related incidents that occur in the kitchen.
- TIS will provide an internal mailbox for mail and related items on behalf of B&GC at the identified location.
- B&GC tours of TIS space must first be approved by the Principal. Visitors must not enter any of TIS areas without prior notification.
- B&GC will use the restrooms located on the first floor across from the kitchen and reserve the use of the restrooms in the auditorium for emergency use only.
- Students enrolled in the B&GC must be supervised at all times.

B&GC and TIS Agree to the Following Provisions

- B&GC staff will work closely with the TIS Director of Safety and Facilities and Principal to coordinate smooth operation of their respective operations.
- To the extent feasible, B&GC and TIS will coordinate outreach, recruitment, and marketing strategies to support the identification and enrollment of B&GC students.
- Both organizations agree to cooperate with any regulatory requirements necessary for the provision of services to their mutual clients (enrolled children and their families) including any accreditation, site review, or other activity.
- Both parties agree to work together to develop intergenerational programming between students and outside community members in the spirit of TIS’s mission.

Terms of Agreement

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be effective July 1st, 2025, through April 29th, 2026.

Fees/Payments

- Facility Cost Sharing
 - i. B&GC will be responsible for a pro-rated amount of building operating costs (excluding rental costs), including but not limited to Common Area Maintenance (CAM), janitorial services including daily cleaning of TIS used classrooms and bathrooms and all related supplies (soap, tissue, paper towels, etc.), all utilities, internet access, waste/garbage removal, routine maintenance and repairs.
 - ii. Terms for payment: TIS estimates, based on historical data, that operating costs annually for the space are equal to \$15,000 or \$3,750 quarterly for B&GC. TIS will invoice B&GC on a quarterly basis or during the months of August, November, February, and May. Payment is due within 30 days of receiving the invoice.
 - iii. Should the actual expenses vary significantly, TIS has the right to recalculate and bill for the additional amount of operating costs owed to TIS. B&GC can request evidence of the calculation should a change occur.

Confidentiality

Neither party to this Agreement shall disclose to any unauthorized person any confidential or proprietary information received during the course of this Agreement unless such information (i) at the time of or subsequent to such disclosure is or becomes public knowledge through no fault of the disclosing party, or (ii) subsequent to such disclosure, is lawfully acquired by the disclosing party from a third party having the lawful right to disclose it to the disclosing party. The parties hereto agree to keep the terms and provisions of this Agreement confidential and not disclose any of the terms of compensation without the express written consent of the other.

Indemnification

B&GC hereby indemnifies and agrees to protect, defend, and save harmless TIS and TIS's Affiliated Parties from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses") to the extent imposed upon or incurred by or asserted against TIS by reason of (i) any accident, injury to or death of persons or loss of or damage to property occurring on or about the premises resulting from any act or omission of B&GC or anyone claiming by, through or under B&GC, other than TIS; (ii) any failure on the part of B&GC to perform or comply with any of the terms of this Services Agreement; or (iii) performance of any labor or services or the furnishing of any materials or other property in respect of the premises or any part thereof. If any action, suit or proceeding is brought against TIS and/or TIS's Affiliated Parties by reason of any such occurrence B&GC will, at their expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel reasonably approved by TIS.

Subject to the terms of Section VII, TIS hereby indemnifies and agrees to protect, defend, and save harmless B&GC and their Affiliated Parties from and against Losses to the extent imposed upon or incurred by or asserted against B&GC by reason of (i) any accident, injury to or death of persons or loss of or damage to property occurring on or about the premises resulting from any act or omission of TIS or anyone claiming by, through or under TIS other than B&GC; or (ii) any failure on the part of TIS to perform or comply with any of the terms of this Lease. If any action, suit or proceeding is brought against B&GC and/or their Affiliated Parties by reason of any such occurrence, TIS will, at TIS's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel reasonably approved by B&GC.

Insurance

B&GC shall provide a Certificate of Liability Insurance for not less than \$1 million and name TIS and Intergenerational Cleveland (the school's supporting organization) as additional insureds. TIS shall provide a Certificate of Liability Insurance for not less than \$1 million and name B&GC as additional insured.

Independent Contractors

The parties acknowledge that they are independent contractors and nothing in this Agreement shall constitute the formation of a partnership or joint venture arrangement between the parties. Neither party shall be an agent of the other. B&GC and TIS shall each hold themselves out as separate and independent providers of services. TIS shall perform its services as required by applicable federal, state, and local laws, certification, and licensing standards, including all Head Start laws, regulations, and Performance Standards.

Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties with respect thereto.

No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party.

This Memorandum of Understanding (MOU) is contingent upon the continued validity of the lease agreement between The Intergenerational School (TIS) and the Boys & Girls Club (B&GC) for use of the premises. In the event the lease is terminated for any reason, this MOU shall automatically and immediately terminate.

Additionally, B&GC has the right to terminate this MOU at will by providing a minimum of forty-five (45) calendar days' written notice to TIS. Such notice must be delivered in writing to both the Executive Director and the Director of Safety and Facilities of TIS

This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Ohio. Disputes arising out of the terms and conditions of this Agreement that are not resolved by the parties through informal discussion shall be addressed by the parties through mediation conducted in the City of Cleveland by a mediator approved by both parties. The parties shall agree upon a mediator within thirty (30) days of the request for mediation by either party. The proceedings of the mediation shall be confidential and may not be introduced or used in subsequent proceedings by either party. Notwithstanding the foregoing, neither party shall be required to seek or participate in mediation regarding any actual or threatened breach by the other party of its obligations under Section V hereof, but may pursue its remedies for such breach, including the enforcement of any rights or obligations related thereto, in a federal or state court located in Cuyahoga County, Ohio and each party hereby consents to such venue for such purpose.

IN WITNESS WHEREOF, B&GC and TIS have caused this Agreement to be executed by their duly authorized representatives, as of the dates set forth below.

Boys & Girls Club

The Intergenerational School

Allen Smith

Brooke King

Signature

Signature

Date

Date

Coversheet

Amendment to the Compensation Plan

Section: V. Consent Agenda
Item: F. Amendment to the Compensation Plan
Purpose:
Submitted by:
Related Material: Proposed Teacher Salary Comp Charts FY26.xlsx
UPDATED-Compensation Plan Rules.pdf

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Proposed Teacher Salary Comp Charts FY26.xlsx

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

(April 2024)

(Proposed Increases for FY26)

- **Front Desk (11 month/12 month--\$32,000-\$34,000) 33,488 – 35,581**
 - No experience, no degree, start at the bottom of the range (\$32, 000) 33,488
 - Two years' experience or degree (\$33,000) 34,535
 - Three + years of experience and degree (\$34,000) 35,581
- **Wellness Coordinator (10 month--\$30,000-\$34,000) 31,395 – 35,581**
 - No experience, no degree at the bottom (\$30,000) 31,395
 - No experience, plus certification or degree (\$31, 000) 32,442
 - One year experience, no degree (\$32,000) 33,488
 - One year plus certification (\$33,000) 34,535
 - Two + years of experience plus certification or degree (\$34,000) 35,581
- **Building Coordinators (12 month-\$30,000-\$34,000) 31,395 – 35,581**
 - No experience, no degree at the bottom (\$30,000) 31,395
 - No experience, plus certification or degree (\$31, 000) 32,442
 - One year experience, no degree (\$32,000) 33,488
 - One year plus certification (\$33,000) 34,535
 - Two + years of experience plus certification or degree (\$34,000) 35,581
- **Day Cleaners (11 months/12 months--\$26,000-\$30,000) 27,209 – 31,395**
 - No experience starts at the bottom of the range (\$26,000) 27,209
 - 1 year experience (\$27,000) 28,256
 - 2 years' experience (\$28,000) 29,302
 - 3 years' experience (\$29,000) 30,349
 - 4 years' experience (\$30,000) 31,395

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.

Coversheet

Clarification on School Transportation

Section: V. Consent Agenda
Item: G. Clarification on School Transportation
Purpose: FYI
Submitted by:
Related Material: Transportation Information for Intergenerational Schools Families.pdf

Transportation Information for Intergenerational Schools Families

Intergenerational Schools have historically not provided direct transportation services for students, with only a few exceptions. This approach will continue in the **2025–2026 school year**, so there is no significant change in our transportation policy. Options for transportation to our schools may be available from your local school district under the provisions of **Ohio Revised Code § 3327.01**, which provides that public school districts are responsible for providing transportation to eligible students enrolled in community (charter) schools if certain conditions are met.

AVAILABILITY OF TRANSPORTATION UNDER OHIO LAW

Ohio law requires every public school district to provide K-8 transportation to students who live more than 2 miles from school. Public school districts also are required to provide transportation to **eligible** community school students residing in their district on the “same basis” that transportation is provided to district students, unless the public school district determines that providing such transportation would be impractical based on the number of students to be bused and how far away they live. If a district determines that transportation of an **eligible** student is impractical, the district may offer payment in lieu of transportation for the student. This is a legal process, and the determination is made using the factors in **Ohio Revised Code §3327.02**.

DETERMINATION OF ELIGIBILITY

Generally, community school students are not eligible for transportation from their district if the direct travel time exceeds 30 minutes. Initial eligibility timing is the responsibility of the school district in which a student resides, but parents can request official timing from the Ohio Department of Education if there is a disagreement.

Please note, students with an IEP that identifies transportation as a required related service are eligible for transportation regardless of whether the time necessary for the trip exceeds 30 minutes.

REQUESTING TRANSPORTATION SERVICES

Parents should notify their school district of residence as soon as possible to request transportation services if desired for students enrolled in the Intergenerational Schools. This includes students residing within the **Cleveland Metropolitan School District (CMSD)**. To inquire about available transportation options from CMSD, please contact CMSD Transportation Services directly regarding eligibility and

options.at **216.838.4BUS (4287)**. For families living outside of CMSD, we recommend reaching out to your local school district's transportation department as soon as possible to explore potential services or reimbursement options for charter school students.

Please note: The Intergenerational Schools do not manage or influence any part of transportation logistics. This includes **bus routes, pick-up and drop-off times, stop locations, schedule changes, or delays**. All transportation operations and decisions are handled by your home school district. Any concerns or questions regarding these issues should be directed to your district's transportation department, not the IG Schools.

Understanding the logistics and availability of transportation is essential. We encourage families seeking more information to contact the appropriate transportation offices to determine the best solutions for their needs.

Coversheet

Approval of March Financials

Section: VII. Finance
Item: A. Approval of March Financials
Purpose: Vote
Submitted by:
Related Material: IGC - Mar'25 Financial Report.pdf
NWIS - Mar'25 Financial Report.pdf
TIS - Mar'25 Financial Report.pdf
IG Network - Mar'25 Financial Summary.pdf



Financial Report – March 2025

Key Financials:

(in \$thousands)

o YTD Net Income	+\$152
o FY25 Projected Net Income	(\$153)
o FY25 Projected Budget Variance	(\$31)
o Month-end Cash Balance	+\$1,364
o Unrestricted Net Assets	+\$1,189

Fiscal Health:

Benchmarks		IGC
Liquidity Ratio Index	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	2.91
Operating Cash Ratio	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	22.59 months
Reserve Ratio Index	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	19.68 months

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

Treasurer Notes:

o **FY25 Projection**

Intergenerational Cleveland's FY25 surplus through March was \$41,837. The year-end deficit is projected to be (\$153,446) based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be \$571,220, a favorable \$3,720 budget variance. The Core Program Expenses for FY25 are projected to be (\$325,666), an unfavorable (\$15,013) budget variance. As a result, the projected FY25 core budget variance is an unfavorable (\$11,293) based upon current revenue and expense assumptions.

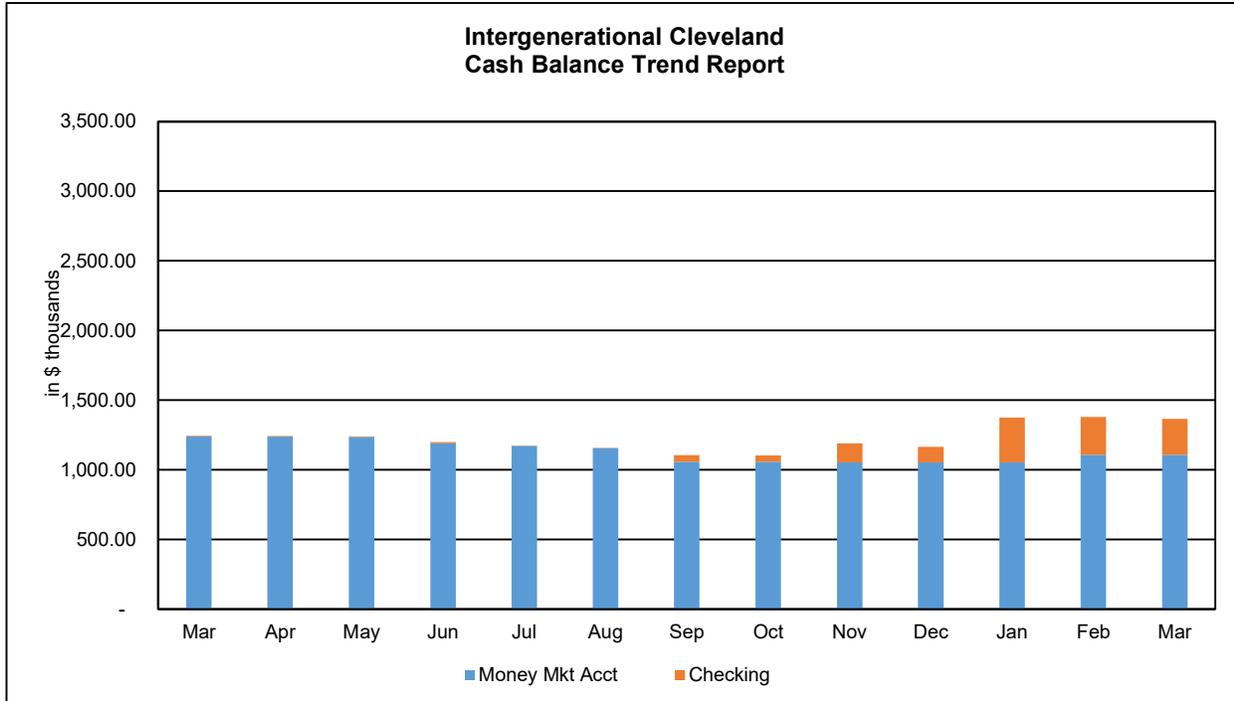
Proposed Board Action Items:

- 1) **Continue planning related to IGC long-term financial goals, including specific benchmarks related to revenue generation and/or expenses reduction objectives for FY26 and beyond.**
- 2) **Continue discussions related to the need to ramp up philanthropic support.**

Financial Report – March 2025

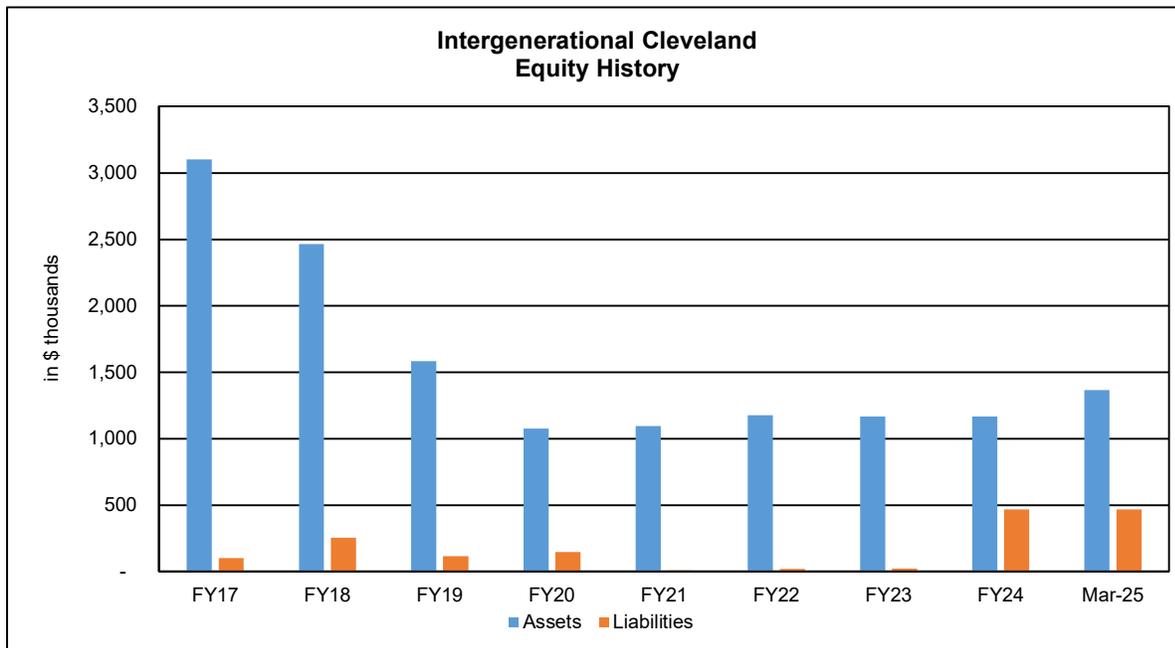
Cash Position

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 December 2024. Both assets and liabilities reduced significantly during FY17 to FY20 as a result of Base Support distributions to the schools. FY24 & February 2025 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 2025

FY25 Projection

Intergenerational Cleveland's FY25 surplus through March was \$41,837. The year-end deficit is projected to be (\$153,446) based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be \$571,220, a favorable \$3,720 budget variance. The Core Program Expenses for FY25 are projected to be (\$325,666), an unfavorable (\$15,013) budget variance. As a result, the projected FY25 core budget variance is an unfavorable (\$11,293) based upon current revenue and expense assumptions.

	YTD Actual (1)	FY25 Projection (2)	FY25 Act + Proj	FY25 Budget (3)	Budget Variance
REVENUE					
Direct Support	\$ 350,651	\$ 179,349	\$ 530,000	\$ 530,000	\$ -
School Revenues	-	37,500	37,500	37,500	-
Other Revenues	3,720	-	3,720	-	3,720
TOTAL REVENUE	354,370	216,849	571,220	567,500	3,720
EXPENSES					
Admin/Ops Staff	\$ (45,438)	\$ (20,637)	\$ (66,075)	\$ (56,567)	\$ (9,508)
Purchased Services (excl rent)	(135,182)	(98,518)	(233,700)	(233,700)	-
Supplies	(8,292)	(2,778)	(11,070)	(10,000)	(1,070)
Other Expenses	(13,621)	(1,200)	(14,821)	(10,386)	(4,435)
TOTAL EXPENSES	(202,533)	(123,133)	(325,666)	(310,653)	(15,013)
CORE PROGRAM SURPLUS/DEFICIT	\$ 151,837	\$ 93,717	\$ 245,554	\$ 256,847	\$ (11,293)
EXTRAORDINARY REVENUE & EXPENSES					
IGC Base Support (4)	\$ (110,000)	\$ (289,000)	\$ (399,000)	\$ (379,000)	\$ (20,000)
SURPLUS/DEFICIT incl Extraordinary Item	\$ 41,837	\$ (195,283)	\$ (153,446)	\$ (122,153)	\$ (31,293)

Notes

- 1 YTD Actuals are cash transactions for FY25 activities for the period of 07/01/25 to 03/31/25 (excludes prior FY activity).
- 2 FY25 Projections are anticipated cash transactions for remaining FY25 activity (includes FY25 accruals to be paid/rec'd after 06/30/24).
- 3 FY25 Budget is based upon the approved budget.
- 4 Increase projected IGC base support to match revised school budget support. Sauerland funds sent to IG schools for staff salary purposes.



Financial Report – March 2025

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 16, 2025. 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 2025 and March 2024
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ASSETS	3/31/2025	3/31/2024	\$ Change
Current Assets			
Cash	\$ 1,364,388	\$ 1,050,883	\$ 313,505
Accounts Receivable	40	175,406	(175,366)
Intranetwork Receivable (1)	-	-	-
Other Current Assets	(184)	-	(184)
Total Current Assets	<u>1,364,244</u>	<u>1,226,289</u>	<u>137,955</u>
Non-Current Assets			
Capital Assets, net	\$ (14)	\$ 72	\$ (86)
Other Non-Current Assets	-	-	-
Total Non-Current Assets	<u>(14)</u>	<u>72</u>	<u>(86)</u>
TOTAL ASSETS	\$ 1,364,230	\$ 1,226,361	\$ 137,869
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 121,085	\$ 2,750	\$ 118,335
IGC Base Support	333,592	-	333,592
Wages & Benefits Payable	-	7,848	(7,848)
Other Current Liabilities	13,476	-	13,476
Total Current Liabilities	<u>468,153</u>	<u>10,598</u>	<u>457,555</u>
Non-Current Liabilities			
Note Payable	\$ -	\$ -	\$ -
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL LIABILITIES	\$ 468,153	\$ 10,598	\$ 457,555
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	\$ (14)	\$ 72	\$ (86)
Restricted	(464)	-	(464)
Unrestricted	1,188,671	1,215,691	(27,020)
TOTAL NET ASSETS (2)	<u>896,077</u>	<u>1,215,762</u>	<u>(319,686)</u>
TOTAL LIABILITIES & NET ASSETS	\$ 1,364,230	\$ 1,226,360	\$ 137,869

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 – March 2025

Key Financials:

(in \$thousands)

o YTD Core Program Net Income	+\$328
o FY25 Core Program Projected Net Income	(\$463)
o FY25 Core Program Projected Budget Variance	+\$289
o FY25 Projected Net Income w/ HQ funding and IGC	+\$734
o Month-end Cash Balance	+\$5,530
o Unrestricted Net Assets	+\$5,108

Fiscal Health:

Financial Benchmarks		Standard	NWIS	Status
Liquidity Ratio Index*	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	11.81	Exceeds
Operating Cash Ratio*	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	15.84 months	Exceeds
Reserve Ratio Index	$\frac{\text{**Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	14.63 months	Exceeds
Projected FTE Variance - March 2025*	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	95.6%	Meets

*School sponsor reporting requirement

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

Treasurer Notes:

o **FY25 Projection**

Near West Intergenerational School's FY25 surplus through March was \$328,174. The year-end surplus is projected to be \$172,758 based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be \$3,691,405, a favorable \$310,995 budget variance. The Core Program Expenses for FY25 are projected to be (\$4,154,206), an unfavorable (\$22,090) budget variance. As a result, the projected FY25 core budget variance is a favorable \$298,903 based upon current revenue and expense assumptions.

o **FY25 FTE Student Enrollment**

Near West Intergeneration School's enrollment was budgeted at 226 full-time equivalent (FTE) students. As of April 14th, 2025, the current enrollment was 211, according to PowerSchool. The State Foundation payment for March 2025 was based on 212.32 FTEs. Variances between the systems are being addressed.

Proposed Board Action Items:

- 1) Continue discussions related to the need to ramp up philanthropic support.
- 2) Discuss and consider the FY26 budget.

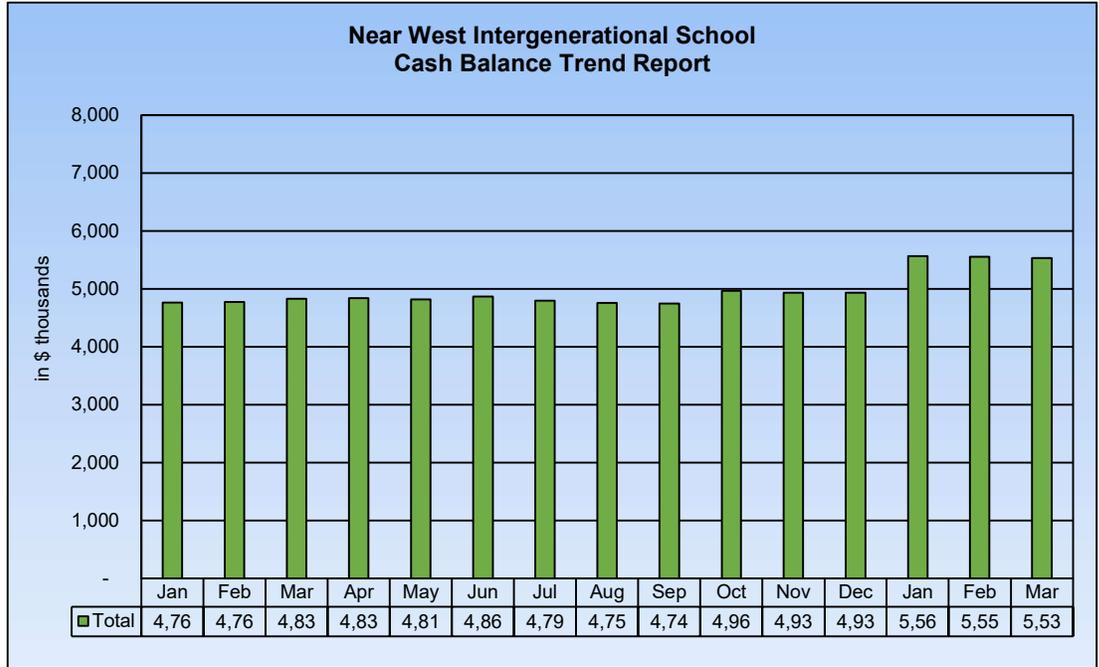


Financial Report – March 2025

Cash Position

The total cash balance for the Near West Intergenerational School was \$5,530,142 at the end of March. Unrestricted Funds closed the month at \$5,513,013. The Restricted Funds closed the month at \$17,129. 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 received.

MONTH END CASH BALANCE DETAIL	
<i>Unrestricted Funds</i>	
General	\$ 5,722,594
Food	\$ (142,680)
IGC Expenses	\$ (66,901)
Subtotal	\$ 5,513,013
<i>Restricted Funds</i>	
Athletic	\$ 55
Safety Grant	\$ 40,000
Misc State	\$ 12,420
Parent	\$ 1,184
Schoolwide	\$ (28,900)
Title VI-B	\$ (12,959)
Wellness	\$ 5,330
Subtotal	\$ 17,129
Total	\$ 5,530,142



Bank Reconciliation

The table below provides a summary of Near West Intergenerational School reconciliation for the period ending March 31, 2025. The ending book balance was \$5,530,142. The ending bank statement balance was \$5,550,437. Outstanding checks (checks that have been sent, but not yet cashed) totaled (\$20,295). Monthly interest from the STAR Ohio account was \$19,857.

Near West Intergenerational School	
March 31, 2025	
Book Balance	
Beginning Book Balance	\$ 5,554,722
Ending Book Balance	\$ 5,530,142
Bank Balance	
Key Bank Balance	291,355
STAR Ohio Balance	5,259,082
Ending Bank Balance	\$ 5,550,437
Outstanding Checks	(20,295)
Reconciled Cash Balance	\$ 5,530,142

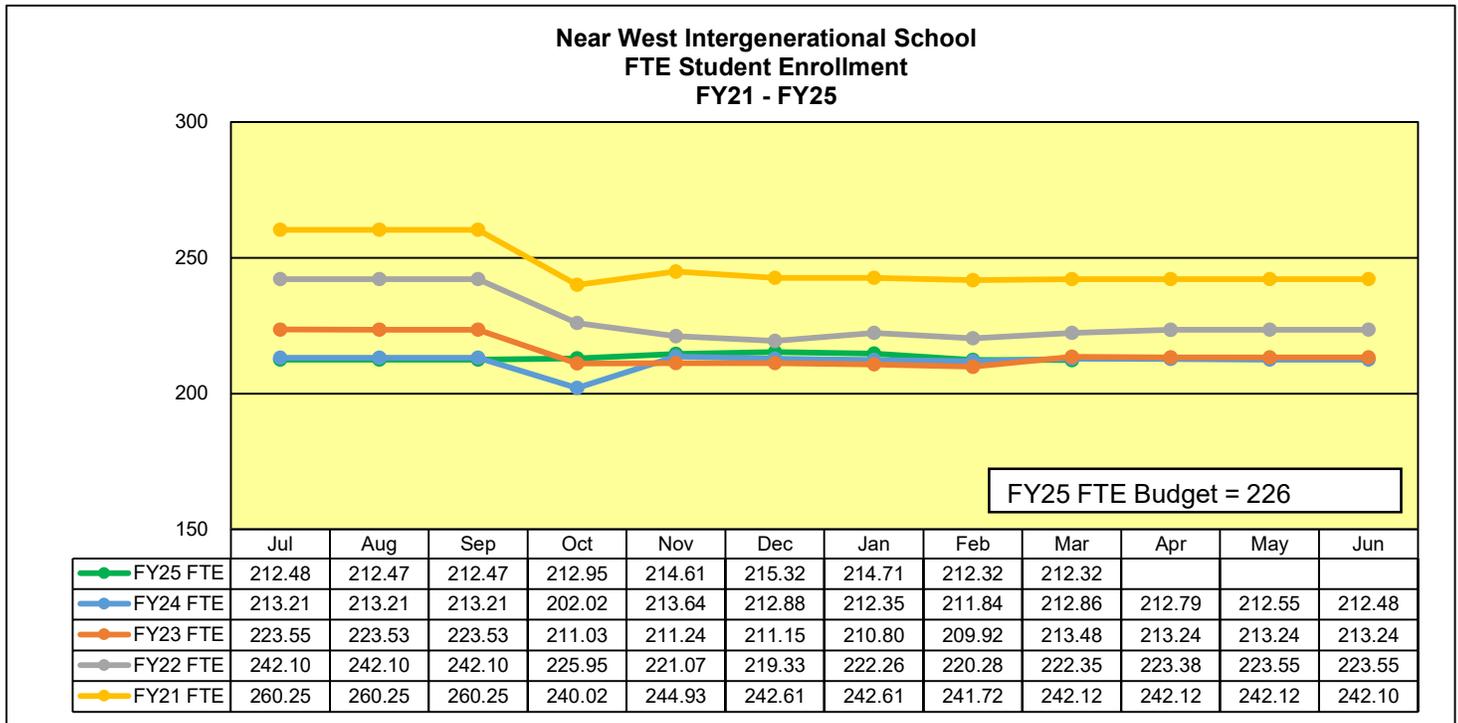
The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – March 2025

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 212.32 in March, which is 13.68 FTE below budget.



Federal Programs

The chart below provides a summary of the FY25 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 FY25 is \$747,971. Disbursements have totaled \$494,068 year-to-date. Receipts have totaled \$452,209 year-to-date.

Near West Intergenerational School CCIP - Federal Education Programs						
Federal Program	Schoolwide	IDEA-B				Totals
FY25 Allocation	\$ 685,934	\$ 62,037				\$ 747,971
YTD Receipts	416,564	35,645				452,209
YTD Disbursements	445,464	48,604				494,068
Fund Balance	(28,900)	(12,959)				(41,859)
Encumbered Funds	240,471	13,433				253,904
Allocation Balance	\$ -	\$ -				\$ -



Financial Report – March 2025

FY25 Projection

Near West Intergenerational School's FY25 surplus through March was \$328,174. The year-end surplus is projected to be \$172,758 based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be \$3,691,405, a favorable \$310,995 budget variance. The Core Program Expenses for FY25 are projected to be (\$4,154,206), an unfavorable (\$22,090) budget variance. As a result, the projected FY25 core budget variance is a favorable \$298,903 based upon current revenue and expense assumptions.

	YTD Actual (1)	FY25 Projection (2)	FY25 Act + Proj	FY25 Budget (3)	Budget Variance
FTE ENROLLMENT (4)	212.32	3.68	216.00	226.00	(10.00)
REVENUE					
State Foundation (excl SPED) (5)	\$ 1,496,526	\$ 478,765	\$ 1,975,291	\$ 1,970,382	\$ 4,909
CCIP Funding (excl Title VI-B)	82,466	89,543	172,009	136,834	35,175
Facilities Funding	157,540	51,720	209,260	226,000	(16,740)
Property Tax Levy (5)	149,779	280,454	430,233	189,748	240,485
Casino	14,006	-	14,006	18,973	(4,967)
Charter School Equity Supplement	104,148	33,858	138,006	147,267	(9,261)
BASE REVENUE	2,004,464	934,340	2,938,804	2,689,204	249,600
State Foundation SPED	233,799	71,252	305,052	309,357	(4,305)
Title VI-B	35,645	18,015	53,660	62,037	(8,377)
Food Fund	46,876	23,399	70,275	89,552	(19,277)
Interest	175,700	57,692	233,393	220,174	13,219
Other Revenues (8)	87,147	3,075	90,222	10,086	80,136
OTHER REVENUE	579,168	173,433	752,601	691,206	61,395
TOTAL REVENUE	2,583,632	1,107,773	3,691,405	3,380,410	310,995
EXPENSES					
Instruction Staff (6)	\$ (1,104,559)	\$ (922,248)	\$ (2,026,806)	\$ (2,002,671)	\$ (24,135)
Admin/Ops Staff	(469,058)	(283,878)	(752,936)	(814,039)	61,103
Services & Supplies - Instruction	(289,267)	(222,969)	(512,236)	(465,790)	(46,446)
Services & Supplies - Administration (7)	(184,112)	(219,467)	(403,579)	(440,511)	36,932
Services & Supplies - Food Services	(68,808)	(38,456)	(107,264)	(100,000)	(7,263)
Services & Supplies - Facilities (8)	(107,631)	(204,640)	(312,270)	(270,968)	(41,302)
Capital	-	-	-	-	-
Miscellaneous	(32,023)	(7,090)	(39,114)	(38,137)	(977)
TOTAL EXPENSES	(2,255,458)	(1,898,747)	(4,154,206)	(4,132,116)	(22,090)
SURPLUS/DEFICIT	\$ 328,174	\$ (790,974)	\$ (462,801)	\$ (751,706)	\$ 288,905
EXTRAORDINARY REVENUE & EXPENSES					
Rent	-	(35,000)	(35,000)	(35,000)	-
IGC Base Support	55,000	35,000	90,000	90,000	-
HQ School Funding	644,135	-	644,135	570,561	73,574
SURPLUS/DEFICIT incl Extraordinary Items	\$ 1,027,308	\$ (790,974)	\$ 236,334	\$ (126,145)	\$ 362,479
LIS Expenses (9)	(40,247)	(23,329)	(63,576)	-	(63,576)
SURPLUS/DEFICIT after LIS obligations	\$ 987,062	\$ (814,303)	\$ 172,758	\$ (126,145)	\$ 298,903

Notes

- (1) YTD Actuals are cash transactions for FY25 activities for the period of 07/01/24 to 03/31/25 (excludes FY24 activity).
- (2) FY25 Projections are anticipated cash transactions for remaining FY25 activity (includes FY25 accruals to be paid/rec'd after 06/30/25).
- (3) FY25 Budget based upon the August Board approved budget.
- (4) Projected enrollment is based on the expected year end enrollment.
- (5) Positive variance in property tax levy attributed to increased CMSD levy funding in FY25.
- (6) Instruction staff costs include additional staff stipends for after school programming.
- (7) Purchased service costs are lower than budgeted due to reallocation of funds to instructional staff for afterschool programming.
- (8) Variances attributed to unbudgeted ODE safety grant (\$40k) to provide funds for building safety and repairs.
- (9) LIS expenses include a former LIS staffer hired by NWIS and a portion of the Grow Schools contract.

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



Financial Report – March 2025

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 16, 2025. 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 2025 and March 2024**

ASSETS	3/31/2025	3/31/2024	\$ Change
Current Assets			
Cash	\$ 5,530,142	\$ 4,829,898	\$ 700,244
Accounts Receivable (1)	41,859	38,919	2,940
IGC Receivable	67,500	26,253	41,247
Other Current Assets	-	-	-
Total Current Assets	5,639,501	4,895,070	744,431
Non-Current Assets			
Capital Assets, net	23,582	33,078	(9,496)
Other Non-Current Assets	-	-	-
Total Non-Current Assets	23,582	33,078	(9,496)
TOTAL ASSETS	\$ 5,663,083	\$ 4,928,148	\$ 734,935
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 137,990	\$ 200,842	\$ (62,852)
Wages & Benefits Payable	339,648	310,005	29,643
Loan Payable	-	-	-
Total Current Liabilities	477,638	510,847	(33,209)
Non-Current Liabilities			
Note Payable	-	-	-
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	-	-	-
TOTAL LIABILITIES	\$ 477,638	\$ 510,847	\$ (33,209)
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	23,582	33,078	(9,496)
Restricted	53,659	29,675	23,984
Unrestricted	5,108,204	4,354,547	753,657
TOTAL NET ASSETS (2)	5,185,445	4,417,301	768,144
TOTAL LIABILITIES & NET ASSETS	\$ 5,663,083	\$ 4,928,148	\$ 734,935

Notes

- (1) Accounts Receivables include CCIP/Title reimbursements.
- (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 2025

Key Financials:

(in \$thousands)

o YTD Core Program Net Income	(\$557)
o FY25 Core Program Projected Net Income	(\$407)
o FY25 Core Program Projected Budget Variance	+\$70
o FY25 Projected Net Income w/ HQ funding and IGC	+\$1,083
o Month-end Cash Balance	+\$4,094
o Unrestricted Net Assets	+\$4,337

Fiscal Health:

Financial Benchmarks		Standard	TIS	Status
Liquidity Ratio Index*	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	9.11	Exceeds
Operating Cash Ratio*	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	9.96 months	Exceeds
Reserve Ratio Index	$\frac{\text{**Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	10.55 months	Exceeds
Projected FTE Variance - March 2025*	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	91.8%	Meets

*School sponsor reporting requirement

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

Treasurer Notes:

o **FY25 Projection**

The Intergenerational School's FY25 deficit through March was (\$556,825). The year-end deficit is projected to be (\$240,051) based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be \$3,610,065, a favorable \$158,049 budget variance. The Core Program Expenses for FY25 are projected to be (\$4,017,137), an unfavorable (\$87,686) budget variance. As a result, the projected FY25 core budget variance is a favorable \$70,363 based upon current revenue and expense assumptions.

o **FY25 FTE Student Enrollment**

The Intergeneration School's enrollment was budgeted at 245 full-time equivalent (FTE) students. As of April 14th 2025, the current enrollment was 219, according to PowerSchool. The State Foundation payment for March 2025 was based on 225.02 FTEs. Variances between the systems are being addressed.

Proposed Board Action Items:

- 1) Continue discussions related to the need to ramp up philanthropic support.
- 2) Discuss and consider the FY26 budget.

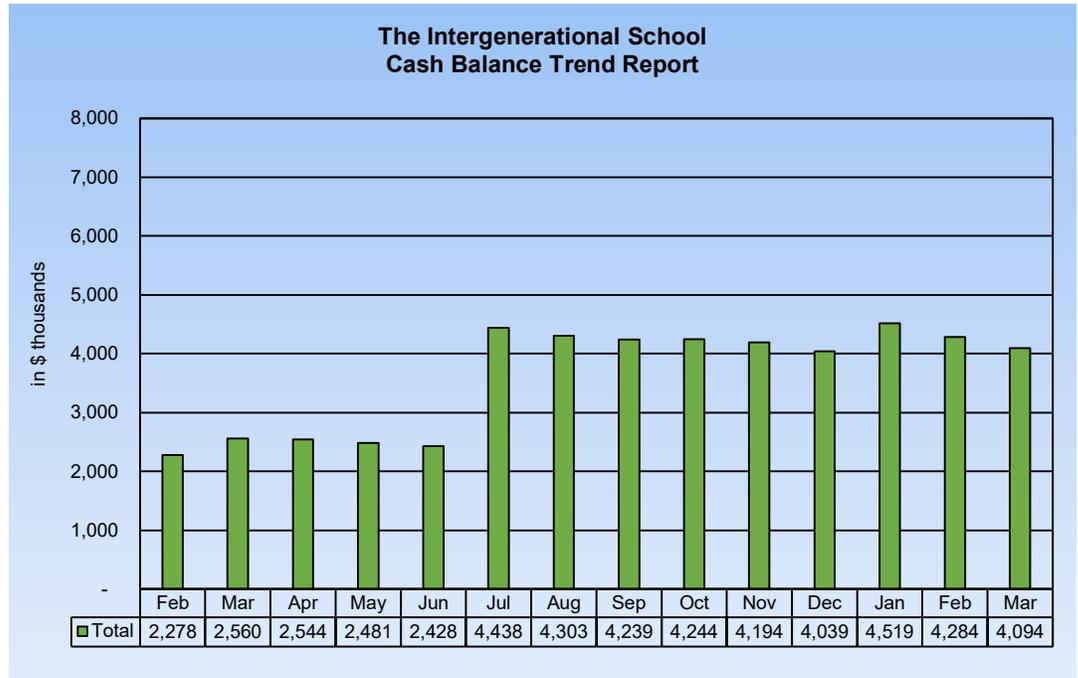


Financial Report – March 2025

Cash Position

The total cash balance for the The Intergenerational School was \$4,093,564 at the end of March. Unrestricted Funds closed the month at \$4,533,259. The Restricted Funds closed the month at (\$439,695). Cash flow trend details for the past 13 months are provided on the chart below. Increased cash position due to the combined TIS/LIS bank balances in July and the deposit of High Quality funding dollars in January.

MONTH END CASH BALANCE DETAIL	
<i>Unrestricted Funds</i>	
General	\$ 5,710,525
Food	(331,932)
IGC Expense	(845,334)
Subtotal	\$ 4,533,259
<i>Restricted Funds</i>	
ARP Homeless	\$ -
Athletic Fund	\$ (13,892)
Donate to Cancer	\$ 222
Facilities	\$ 40,006
Misc State	\$ 12,088
Parent Group	\$ 13,567
Playground Fund	\$ 2,500
Safety Grant	\$ 2,373
SCG	\$ (134,585)
Schoolwide	\$ (333,214)
Sensory	\$ 210
St. Luke's Grant	\$ 370
Title VI-B	\$ (29,340)
Wellness	\$ -
	\$ -
Subtotal	\$ (439,695)
Total	\$ 4,093,564



Bank Reconciliation

The table below provides a summary of The Intergenerational School reconciliation for the period ending March 31, 2025. The ending book balance was \$4,093,564. The ending bank statement balance was \$4,121,456. Outstanding checks (checks that have been sent, but not yet cashed) totaled \$27,892. Monthly interest from the STAR Ohio account was \$15,283.

The Intergenerational School March 31, 2025	
Book Balance	
Beginning Book Balance	\$ 4,284,281
Ending Book Balance	\$ 4,093,564
Bank Balance	
Key Bank Balance	215,563
Erie Bank Balance	3,492
STAR Ohio Balance	3,902,401
Ending Bank Balance	\$ 4,121,456
Outstanding Checks & Deposits	27,892
Reconciled Cash Balance	\$ 4,093,564

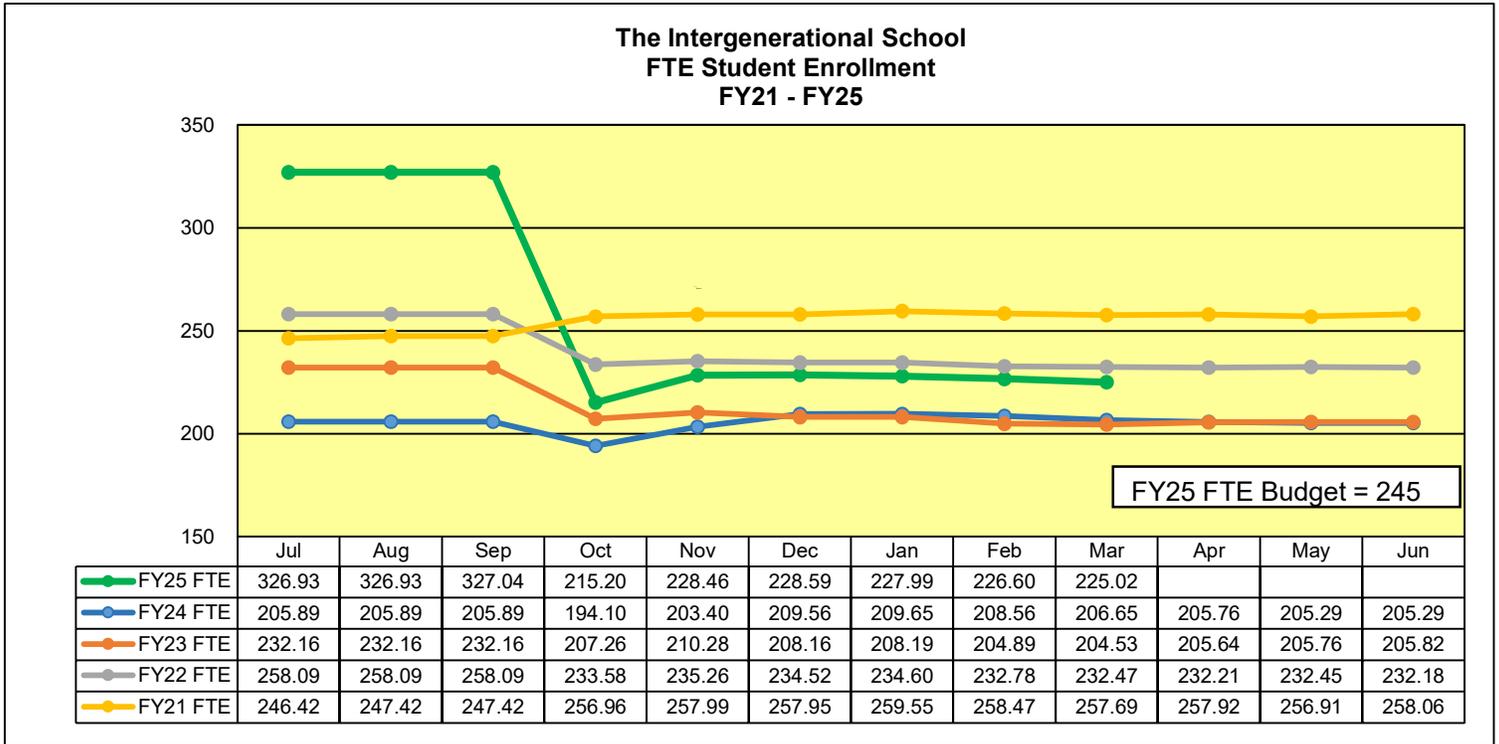
The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.



Financial Report – March 2025

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 225.02 in March, which is -19.98 FTE below budget.



Federal Programs

The chart below provides a summary of the FY25 federal allocations for The Intergenerational School Consolidated Federal Programs (CCIP). Allocations are earmarked for salaries, benefits and professional development services. The CCIP allocation for FY25 is \$1,437,525. Disbursements have totaled \$705,257 year-to-date. Receipts have totaled \$281,630 year-to-date.

The Intergenerational School CCIP - Federal Education Programs						
Federal Program	Schoolwide	IDEA-B	Stronger Connections Grant			Totals
FY25 Allocation	\$ 1,258,217	\$ 65,994	\$ 113,314			\$ 1,437,525
YTD Receipts	281,630	-	-			281,630
YTD Disbursements	614,844	29,340	61,073			705,257
Fund Balance	(333,214)	(29,340)	(61,073)			(423,628)
Encumbered Funds	614,754	36,654	52,240			703,649
Allocation Balance	\$ 28,619	\$ -	\$ -	\$ -	\$ -	\$ 28,619



Financial Report – March 2025

FY25 Projection

The Intergenerational School's FY25 deficit through March was (\$556,825). The year-end deficit is projected to be (\$240,051) based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be \$3,610,065, a favorable \$158,049 budget variance. The Core Program Expenses for FY25 are projected to be (\$4,017,137), an unfavorable (\$87,686) budget variance. As a result, the projected FY25 core budget variance is a favorable \$70,363 based upon current revenue and expense assumptions.

	YTD Actual (1)	FY25 Projection (2)	FY25 (4) Act + Proj	FY25 Budget (3)	Budget Variance
FTE ENROLLMENT (4)	225.02	(0.02)	225.00	245.00	(20.00)
REVENUE					
State Foundation (excl SPED)	\$ 1,621,516	\$ 456,290	\$ 2,077,805	\$ 2,116,954	\$ (39,149)
CCIP Funding (excl Title VI-B) (5)	-	429,531	429,531	211,538	217,993
Facilities Funding	175,283	46,006	221,290	245,000	(23,710)
Property Tax Levy	-	-	-	-	-
Casino	13,999	8,581	22,580	22,580	-
Charter School Equity Supplement	115,589	30,671	146,261	156,971	(10,710)
BASE REVENUE	1,926,388	971,079	2,897,467	2,753,043	144,424
State Foundation SPED	205,587	59,274	264,861	258,690	6,171
Title VI-B (5)	-	65,994	65,994	51,111	14,883
Food Fund	65,205	20,265	85,470	126,000	(40,530)
Interest	120,318	74,569	194,887	201,786	(6,899)
Other Revenues	83,546	17,840	101,386	61,386	40,000
OTHER REVENUE	474,657	237,942	712,598	698,973	13,626
TOTAL REVENUE	2,401,045	1,209,021	3,610,065	3,452,016	158,049
EXPENSES					
Instruction Staff	\$ (1,161,173)	\$ (503,652)	\$ (1,664,825)	\$ (1,669,109)	\$ 4,284
Admin/Ops Staff	(646,750)	(102,903)	(749,653)	(766,937)	17,284
Services & Supplies - Instruction	(357,977)	(257,197)	(615,174)	(639,663)	24,489
Services & Supplies - Administration (6)	(346,142)	(23,334)	(369,475)	(275,934)	(93,541)
Services & Supplies - Food Services (7)	(82,564)	(31,250)	(113,814)	(140,000)	26,186
Services & Supplies - Facilities (8)	(301,219)	(139,254)	(440,473)	(392,550)	(47,923)
Miscellaneous	(62,044)	(1,678)	(63,722)	(45,258)	(18,464)
TOTAL EXPENSES	(2,957,869)	(1,059,267)	(4,017,137)	(3,929,451)	(87,686)
SURPLUS/DEFICIT	\$ (556,825)	\$ 149,753	\$ (407,072)	\$ (477,435)	\$ 70,363
EXTRAORDINARY REVENUE & EXPENSES					
Rent	(49,894)	(24,948)	(74,842)	(74,842)	-
IGC Base Support	-	399,138	399,138	399,138	-
HQ School Funding	683,982	-	683,982	698,250	(14,268)
SURPLUS/DEFICIT incl Extraordinary Items	\$ 77,263	\$ 523,944	\$ 601,206	\$ 545,111	\$ 56,095
LIS Expenses (9)	(511,986)	(329,272)	(841,258)	(782,492)	(58,766)
SURPLUS/DEFICIT after LIS obligations	\$ (434,723)	\$ 194,672	\$ (240,051)	\$ (237,381)	\$ (2,670)

Notes

- (1) YTD Actuals are cash transactions for FY25 activities for the period of 07/01/24 to 03/31/25 (excludes FY23 activity).
- (2) FY25 Projections are anticipated cash transactions for FY25 (includes FY25 accruals projected to be paid after 06/30/25).
- (3) FY25 Budget based upon the Board approved budget.
- (4) Projected enrollment is based on the expected year end enrollment.
- (5) Positive variance in Federal funding attributed to increased FTEs and Stronger Connections Grant rollover funds.
- (6) Negative variance to administrative costs attributed to positive budget line items.
- (7) Food service revenue variance and expense variance attributed to additional student participation.
- (8) Additional Facilities expenses (\$40k) attributed to state facilities grant.
- (9) LIS merger obligations include unbudgeted facility expenses per lease agreement.

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



Financial Report – March 2025

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 16, 2025. 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 2025 and March 2024**

ASSETS	3/31/2025 (1)	3/31/2024	\$ Change
Current Assets			
Cash	\$ 4,093,564	\$ 2,559,795	\$ 1,533,769
Accounts Receivable	497,139	226,651	270,488
IGC Receivable	266,092	56,133	209,959
Other Current Assets	-	-	-
Total Current Assets	4,856,795	2,842,579	2,014,216
Non-Current Assets			
Capital Assets, net	1,178,923	1,238,740	(59,817)
Other Non-Current Assets	-	-	-
Total Non-Current Assets	1,178,923	1,238,740	(59,817)
TOTAL ASSETS	\$ 6,035,718	\$ 4,081,319	\$ 1,954,399
LIABILITIES			
Current Liabilities			
Accounts Payable	197,467	153,405	44,062
Wages & Benefits Payable (2)	297,023	484,273	(187,250)
Loan Payable	38,544	36,936	1,608
Total Current Liabilities	533,035	674,614	(141,579)
Non-Current Liabilities			
Note Payable	867,584	904,520	(36,936)
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	867,584	904,520	(36,936)
TOTAL LIABILITIES	\$ 1,400,619	\$ 1,579,134	\$ (178,515)
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	272,795	334,220	(61,425)
Restricted	25,089	22,176	2,913
Unrestricted	4,337,216	2,182,725	2,154,491
TOTAL NET ASSETS (3)	4,635,099	2,502,185	2,132,915
TOTAL LIABILITIES & NET ASSETS	\$ 6,035,718	\$ 4,081,319	\$ 1,954,399

Notes

- (1) Balance sheet information includes LIS asset and liability information.
- (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 2025

Key Financials (in \$000s)	Schools Total	TIS	NWIS		IGC
YTD Core Program Net Income	(\$229)	(\$557)	+\$328		+\$152
FY25 Core Program Projected Net Income	(\$870)	(\$407)	(\$463)		(\$153)
FY25 Core Program Projected Budget Variance	+\$359	+\$70	+\$289		(\$31)
Month-End Cash Balance	+\$9,624	+\$4,094	+\$5,530		+\$1,364
Unrestricted Net Assets	+\$9,445	+\$4,337	+\$5,108		+\$1,189

Fiscal Health Benchmarks		Standard	TIS	NWIS		IGC
Liquidity Ratio Index*	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	1.0 to 1.1	9.11	11.81		2.91
Operating Cash Ratio*	$\frac{\text{Total Cash}}{\text{Avg. Monthly Exp.}}$	1.0 to 2.0 Months Cash	9.96 months	15.84 months		22.59 months
Reserve Ratio Index	$\frac{\text{Fund Balance}}{\text{Avg. Monthly Exp.}}$	0.40 to 0.75	10.55 months	14.63 months		19.68 months
Projected FTE Variance - March 2025*	$\frac{\text{Actual FTE}}{\text{Budgeted FTE}}$	90.0%-94.9% of Budget	92.5%	95.6%		---

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

*School sponsor reporting requirement

IG Finance Advisory Committee Notes

- FY25 Network Projections

Total FY25 core program revenues for all two schools are projected to be \$7,301,470 while core program expenses are projected to be (\$8,171,342). After extraordinary items are included, the combined year-end core program surplus is projected to be (\$67,293). A detailed budget-to-actual analysis is included within each organization's Monthly Financial Report.

- TIS and LIS Merger

At the June IG board meeting the Board of Directors approved a resolution to merge LIS and TIS. This merger combines the assets and liabilities of each school. The merger is not complete until a final audit of Lakeshore's assets and liabilities is completed.

Board Action Items

- 1) Continue discussions related to the need to ramp up philanthropic support.



Financial Report – March 2025

FY25 Projection

Total FY25 core program revenues for all two schools are projected to be \$7,301,470 while core program expenses are projected to be (\$8,171,342). After extraordinary items are included, the combined year-end core program surplus is projected to be (\$67,293). A detailed budget-to-actual analysis is included within each organization's Monthly Financial Report.

Model Rollup (1)	TIS	NWIS	Total	IGC
FTE ENROLLMENT (2)	225.00	216.00	441.00	
REVENUE				
State Foundation (excl SPED) (3)	\$ 2,077,805	\$ 1,975,291	\$ 4,053,096	\$ -
CCIP Funding (excl Title VI-B)	429,531	172,009	601,540	-
Facilities Funding	221,290	209,260	430,550	-
Property Tax Levy	-	430,233	430,233	-
Casino	22,580	14,006	36,586	-
Charter School Equity Supplement	146,261	138,006	284,266	-
BASE REVENUE	2,897,467	2,938,804	5,836,271	-
State Foundation SPED	264,861	305,052	569,913	-
Title VI-B	65,994	53,660	119,654	-
Food Fund	85,470	70,275	155,745	-
Interest (4)	194,887	233,393	428,279	-
Other Revenues	101,386	90,222	191,608	571,220
OTHER REVENUE	712,598	752,601	1,465,199	571,220
TOTAL REVENUE	3,610,065	3,691,406	7,301,470	571,220
EXPENSES				
Instruction Staff	\$ (1,664,825)	\$ (2,026,806)	\$ (3,691,632)	\$ -
Admin/Ops Staff	(749,653)	(752,936)	(1,502,590)	(66,075)
Services & Supplies - Instruction	(615,174)	(512,236)	(1,127,410)	-
Services & Supplies - Administration	(369,475)	(403,579)	(773,055)	(244,770)
Services & Supplies - Food Services	(113,814)	(107,264)	(221,078)	-
Services & Supplies - Facilities	(440,473)	(312,270)	(752,743)	-
Capital	-	-	-	-
Miscellaneous	(63,722)	(39,114)	(102,836)	(14,741)
TOTAL EXPENSES	(4,017,137)	(4,154,206)	(8,171,342)	(325,586)
CORE PROGRAM SURPLUS/(DEFICIT)	\$ (407,072)	\$ (462,800)	\$ (869,872)	\$ 245,634
EXTRAORDINARY REVENUE & EXPENSES				
Rent	(74,842)	(35,000)	(109,842)	-
IGC Base Support	399,138	90,000	489,138	(489,138)
HQ School Funding	683,982	644,135	1,328,117	-
SURPLUS/(DEFICIT) after extraordinary	\$ 601,206	\$ 236,334	\$ 837,541	\$ (243,504)
EXTRAORDINARY REVENUE & EXPENSES				
LIS Expenses	(841,258)	(63,576)	(904,833)	-
SURPLUS/(DEFICIT) after extraordinary	\$ (240,051)	\$ 172,758	\$ (67,293)	\$ (243,504)
PER STUDENT REVENUES	\$ 16,045	\$ 17,090	\$ 16,557	
PER STUDENT EXPENSES	\$ (17,854)	\$ (19,232)	\$ (18,529)	

Notes

- (1) Projections include FY25 accruals projected to be paid after 06/30/25.
- (2) Projected Enrollment is based on school expected year-end FTE
- (3) Projected state foundation revenue reflects most recent month's FTEs
- (4) Interest revenue received from Ohio STAR accounts are separated from Other Revenue in FY25.



Financial Report – March 2025

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 October 11, 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, 2025**

ASSETS	TIS	NWIS	Total	IGC
Current Assets				
Cash (1)	\$ 4,093,564	\$ 5,530,142	\$ 9,623,706	\$ 1,364,388
Accounts Receivable	497,139	41,859	538,998	40
Intranetwork Receivable	266,092	67,500	333,592	-
Other Current Assets	-	-	-	-
Total Current Assets	4,856,795	5,639,501	10,496,296	1,364,428
Non-Current Assets				
Capital Assets, net	1,178,923	23,582	1,202,505	(14)
Other Non-Current Assets	-	-	-	-
Total Non-Current Assets	1,178,923	23,582	1,202,505	(14)
TOTAL ASSETS	\$ 6,035,718	\$ 5,663,083	\$ 11,698,801	\$ 1,364,414
LIABILITIES				
Current Liabilities				
Accounts Payable	197,467	137,990	\$ 335,457	121,085
IGC Base Support	-	-	-	333,592
Wages and Benefits Payable (2)	297,023	339,648	636,671	-
Other Current Liabilities	38,544	-	38,544	13,476
Total Current Liabilities	533,034	477,638	1,010,672	468,153
Non-Current Liabilities				
Loan Payable	867,584	-	867,584	-
Capital Lease Payable	-	-	-	-
Total Non-Current Liabilities	867,584	-	867,584	-
TOTAL LIABILITIES	\$ 1,400,618	\$ 477,638	\$ 1,878,256	\$ 468,153
NET EQUITY				
Net Assets (3)				
Temp. Restricted - Capital	272,795	23,582	296,377	(14)
Other Restricted	25,089	53,659	78,748	(464)
Unrestricted Net Assets	4,337,216	5,108,204	9,445,420	1,188,671
TOTAL NET ASSETS (4)	4,635,100	5,185,445	9,820,545	896,262
TOTAL LIABILITIES AND NET ASSETS	\$ 6,035,718	\$ 5,663,083	\$ 11,698,801	\$ 1,364,415

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

Approval of the FY26 Preliminary Budget

Section: VII. Finance
Item: B. Approval of the FY26 Preliminary Budget
Purpose:
Submitted by:
Related Material: IG FY26 Budget Combined.pdf

The Intergenerational Schools Network
5yr Forecast

	FY26			
SCHOOL	TIS	NWIS	IGC	TOTAL
STUDENT ENROLLMENT (FTE)	255.00	236.00	-	491.00
REVENUE				
State Foundation (excl SPED)	\$ 2,225,394	\$ 2,078,143	\$ -	\$ 4,303,537
CCIP Funding (excl Title VI-B)	357,650	178,611	-	536,261
Facilities Funding	382,500	354,000	-	736,500
Property Tax Levy	-	459,817	-	459,817
Casino	23,502	19,813	-	43,314
Charter School Equity Supplement	163,378	153,783	-	317,161
BASE REVENUE	\$ 3,152,424	\$ 3,244,167	\$ -	\$ 6,396,590
State Foundation SPED	\$ 271,941	\$ 326,276	\$ -	\$ 598,217
Title VI-B	53,197	64,782	-	117,979
Food Fund	87,429	93,514	-	180,943
Interest	140,015	172,437	-	312,452
Other Revenues	63,892	10,532	620,500	694,924
OTHER REVENUE	\$ 616,473	\$ 667,542	\$ 620,500	\$ 1,904,515
TOTAL REVENUE	\$ 3,768,897	\$ 3,911,708	\$ 620,500	\$ 8,301,105
EXPENSES				
Instruction Staff	\$ (1,989,798)	\$ (2,175,166)	\$ -	\$ (4,164,963)
Admin/Ops Staff	(1,025,996)	(883,023)	(164,199)	(2,073,218)
Services & Supplies - Instruction	(627,600)	(564,098)	-	(1,191,698)
Services & Supplies - Administration	(533,836)	(545,410)	(140,291)	(1,219,537)
Services & Supplies - Facilities	(401,460)	(176,609)	-	(578,069)
Services & Supplies - Food Services	(175,000)	(135,000)	-	(310,000)
Miscellaneous	(51,278)	(40,930)	(10,986)	(103,194)
TOTAL EXPENSES	\$ (4,804,968)	\$ (4,520,235)	\$ (315,476)	\$ (9,640,680)
CORE PROGRAM SURPLUS/(DEFICIT)	\$ (1,036,071)	\$ (608,527)	\$ 305,024	\$ (1,339,574)
EXTRAORDINARY REVENUE & EXPENSES				
Rent	\$ (74,842)	\$ (100,000)	\$ -	\$ (174,842)
IGC Base Support	\$ 181,638	\$ 157,500	\$ (339,138)	\$ -
HQ School Funding	-	679,916	-	679,916
ESSER Revenues	-	-	-	-
SURPLUS/(DEFICIT) - after extraordinary items	\$ (929,275)	\$ 128,889	\$ (34,114)	\$ (834,500)
Projected Cash Reserves	\$ 3,274,132	\$ 4,944,201	\$ 912,327	\$ 9,130,660

Coversheet

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

Section: VII. Finance
Item: C. Approval of the Five-Year Forecast for Submission to the Ohio
Department of Education and Workforce
Purpose:
Submitted by:
Related Material: TIS 5 Year Forecast May 2025.pdf
NWIS 5 Year Forecast May 2025.pdf

FY25 - May 2025 Update

IRN No.: 133215

Type of School: Brick and Mortar

Contract Term: 6-30-2025

County: Cuyahoga

School Name: **The Intergenerational School**

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2022 through 2024, Actual and
the Fiscal Years Ending 2025 through 2029, Forecasted

	Actual			Forecasted				
	Fiscal Year FY22	Fiscal Year FY23	Fiscal Year FY24	Fiscal Year FY25	Fiscal Year FY26	Fiscal Year FY27	Fiscal Year FY28	Fiscal Year FY29
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 2,130,826	\$ 1,752,191	\$ 2,637,435	\$ 2,488,927	\$ 2,660,713	\$ 2,685,686	\$ 2,710,910	\$ 2,736,385
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	5,566	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	305,716	631,552	77,433	1,029,238	469,893	1,233,618	1,233,618	1,233,618
Total Operating Receipts	\$ 2,442,109	\$ 2,383,743	\$ 2,714,868	\$ 3,518,165	\$ 3,130,606	\$ 3,919,305	\$ 3,944,528	\$ 3,970,003
Operating Disbursements								
100 Salaries and Wages	\$ 1,400,942	\$ 1,535,735	\$ 1,761,263	\$ 2,152,049	\$ 2,399,984	\$ 2,474,549	\$ 2,546,715	\$ 2,621,047
200 Employee Retirement and Insurance Benefits	353,912	370,423	359,247	542,812	615,809	634,284	653,312	672,911
400 Purchased Services	946,560	970,487	1,226,506	1,925,727	1,573,787	1,607,561	1,653,543	1,700,904
500 Supplies and Materials	213,366	151,988	147,478	241,732	238,951	211,185	217,521	224,046
600 Capital Outlay -New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	43,709	147,819	47,402	70,916	51,278	52,817	54,401	56,033
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 2,958,489	\$ 3,176,452	\$ 3,541,896	\$ 4,933,237	\$ 4,879,810	\$ 4,980,396	\$ 5,125,492	\$ 5,274,942
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (516,381)	\$ (792,709)	\$ (827,028)	\$ (1,415,071)	\$ (1,749,204)	\$ (1,061,091)	\$ (1,180,964)	\$ (1,304,939)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 865,111	\$ 1,302,704	\$ 1,380,729	\$ 580,995	\$ 498,276	\$ 502,727	\$ 508,105	\$ 513,555
State Grants (3200, except 3211)	2,534	-	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	7,392	10,269	23,105	399,138	181,638	124,138	124,138	124,138
Interest Income (1400)	605	48,500	106,049	194,887	140,015	126,013	113,412	107,741
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	(31,945)	(37,954)	(72,655)	-	-	-	-	-
Interest and Fiscal Charges	(42,897)	(41,496)	(41,769)	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 800,800	\$ 1,282,023	\$ 1,395,459	\$ 1,175,020	\$ 819,929	\$ 752,878	\$ 745,655	\$ 745,434
Excess of Operating and Nonoperating Receipts								
Over/(Under) Operating and Nonoperating Disbursements	\$ 284,419	\$ 489,314	\$ 568,431	\$ (240,051)	\$ (929,275)	\$ (308,213)	\$ (435,309)	\$ (559,504)
Fund Cash Balance Beginning of Fiscal Year	\$ 1,233,225	\$ 1,517,644	\$ 2,006,958	\$ 4,443,459	\$ 4,203,408	\$ 3,274,133	\$ 2,965,920	\$ 2,530,611
Fund Cash Balance End of Fiscal Year	\$ 1,517,644	\$ 2,006,958	\$ 4,443,459	\$ 4,203,408	\$ 3,274,133	\$ 2,965,920	\$ 2,530,611	\$ 1,971,106

Assumptions

	Actual			Forecasted				
	Fiscal Year FY22	Fiscal Year FY23	Fiscal Year FY24	Fiscal Year FY25	Fiscal Year FY26	Fiscal Year FY27	Fiscal Year FY28	Fiscal Year FY29
Staffing/Enrollment								
Total Student FTE	232	206	210	245	255	255	255	255
Instructional Staff	25	20.00	22.00	24.00	24.00	24	24	24
Administrative Staff	14	10.00	11.00	12.00	12.00	12	12	12
Other Staff								
Purchased Services								
Rent	\$ -	\$ 72,143.00	\$ 74,842.00	\$ 220,000.00	\$ 74,842.00	\$ 74,842.00	\$ 74,842.00	\$ 74,842.00
Utilities	63,925.73	56,327.00	56,890.27	78,914.89	66,300.00	68,289.00	70,337.67	72,447.80
Other Facility Costs	242,953.14	258,581.00	331,152.81	462,944.57	359,435.00	370,218.05	381,324.59	392,764.33
Insurance	-	-	-	-	-	-	-	-
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	51,763.54	56,530.00	57,095.30	116,137.22	70,000.00	72,100.00	74,263.00	76,490.89
Audit Fees	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Transportation	1,940.00	7,805.00	7,883.05	167,147.50	45,500.00	46,865.00	48,270.95	49,719.08
Legal	26,782.84	9,842.00	9,940.42	42,136.50	10,000.00	10,300.00	10,609.00	10,927.27
Marketing	19,362.89	20,788.00	20,995.88	13,187.00	16,000.00	16,480.00	16,974.40	17,483.63
Consulting	189,159.17	247,522.00	329,997.22	254,273.89	297,743.35	295,481.65	304,346.10	313,476.48
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	115,886.19	74,452.00	125,196.52	194,020.00	186,500.00	192,095.00	197,857.85	203,793.59
Technology Services	82,611.07	62,784.00	71,411.84	263,151.72	272,466.58	280,640.58	289,059.79	297,731.59
Food Services	152,175.50	139,704.00	141,101.04	113,814.00	175,000.00	180,250.00	185,657.50	191,227.23
Other								
Total	\$ 946,560.07	\$ 1,006,478.00	\$ 1,226,506.35	\$ 1,925,727.29	\$ 1,573,786.93	\$ 1,607,561.28	\$ 1,653,542.85	\$ 1,700,903.88
Financial Metrics								
Debt Service Payments	\$ 74,842	\$ 79,450	\$ 114,424	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	4.80	7.16	5.97	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	-11.27%	1.77%	16.86%	4.08%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	-2.39%	13.89%	29.59%	-11.02%	25.19%	0.64%	0.65%
Growth in Non-Operating Receipts/Expenses	0.00%	60.09%	8.85%	-15.80%	-30.22%	-8.18%	-0.96%	-0.03%
Days of Cash	156.10	178.86	213.73	328.76	314.41	239.95	211.21	175.11

Assumptions Narrative Summary

Fiscal Year 20XX-20XX Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 895,433.33	\$ 203,638.00	\$ 170,570.00	\$ 691,795.00	Erie Bank
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 895,433.33	\$ 203,638.00	\$ 170,570.00	\$ 691,795.00	

The School does not use a management company.

The School Sponsor is the Educational Services Center of Lake Erie West.

The School received a loan to purchase its building through Erie Bank. The loan terms are \$1,000,000 principal, 4.27% interest rate, 20-yr amortization.

Treasurer: Doug Mangen - Primary Phone: 937-264-8588

Expenditure/Expenses/Enrollment	Inc / Dec	Justification
FY25 Enrollment	16.86%	The FY25 enrollment includes students from a merged building.
State Foundation Payment / FTE	\$ 2,488,927	Based on the most recent available State Foundation Report
Forecasted Average Enrollment Growth	4.00%	Enrollment is forecasted to increase until the School's capacity is reached.
Forecasted Expense Inflation	3.00%	The forecast uses 3% as an estimate for inflation
Forecast Salaries & Wages	4.00%	Overall staff increase to align with student population growth
Purchased Services		
FY25 Rent	\$ 220,000.00	The school pays rent for an annex building at this time.
FY25 Utilities	78,914.89	Utilities based on FY24 expenses paid and estimated increase due to HS expansion
Other Facility Costs	462,944.57	Other Facilities Costs for FY25 includes building management fees and unanticipated repairs.
Insurance		Insurance based on FY24 coverage plus expansion, and increased for inflation
Management Fee		No Management company
Sponsor Fee	116,137.22	Base rate based on current contract agreement
Audit Fee		Audit based on AOS contract and FY24 expenses paid
FY25 Food Service	113,814.00	Food services expenses based on FY24 expenses paid and student participation.
FY25 Transportation	167,147.50	Includes Field Trip Transportation
FY25 Legal	42,136.50	Legal expenses based on FY24 expenses paid and estimated expenses
FY25 Marketing	13,187.00	Paid and estimated expenses for community outreach, enrollment and existing contracts
FY25 Consulting	254,273.89	Includes vendors for services including but not limited to School Improvement, Professional Development, Treasurer and Accounting services. Consulting expenses based on FY24 expenses paid and estimated expenses
FY25-FY28 Contingencies		

FY25 - May 2025 Update

IRN No.: 012030

Type of School: Brick and Mortar

Contract Term: 06/30/2026

County: Cuyahoga

School Name:

Near West Intergenerational School

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2022 through 2024, Actual and
the Fiscal Years Ending 2025 through 2029, Forecasted

	Actual			Forecasted				
	Fiscal Year FY22	Fiscal Year FY23	Fiscal Year FY24	Fiscal Year FY25	Fiscal Year FY26	Fiscal Year FY27	Fiscal Year FY28	Fiscal Year FY29
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 2,677,273	\$ 1,821,203	\$ 2,874,306	\$ 2,418,348	\$ 2,558,202	\$ 2,691,663	\$ 2,816,378	\$ 2,842,880
Charges for Services (1500)		-	-	-	-	-	-	-
Fees (1600, 1700)	5,626	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	283,726	735,453	306,232	1,387,856	1,524,078	1,588,658	1,675,850	1,675,850
Total Operating Receipts	\$ 2,966,625	\$ 2,556,656	\$ 3,180,538	\$ 3,806,203	\$ 4,082,280	\$ 4,280,321	\$ 4,492,228	\$ 4,518,730
Operating Disbursements								
100 Salaries and Wages	\$ 1,428,443	\$ 1,451,626	\$ 1,788,468	\$ 2,200,056	\$ 2,389,242	\$ 2,503,894	\$ 2,576,986	\$ 2,652,270
200 Employee Retirement and Insurance Benefits	339,788	357,040	339,208	626,597	668,947	689,015	709,685	730,976
400 Purchased Services	736,706	1,370,066	949,610	1,209,387	1,352,396	1,389,968	1,417,473	1,456,997
500 Supplies and Materials	186,396	151,540	110,630	177,627	168,721	173,783	178,996	184,366
600 Capital Outlay -New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	23,031	17,963	30,519	39,114	40,930	42,158	43,423	44,725
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 2,714,363	\$ 3,348,235	\$ 3,218,435	\$ 4,252,781	\$ 4,620,235	\$ 4,798,817	\$ 4,926,563	\$ 5,069,335
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ 252,262	\$ (791,579)	\$ (37,897)	\$ (446,578)	\$ (537,955)	\$ (518,496)	\$ (434,335)	\$ (550,605)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 795,979	\$ 1,380,244	\$ 425,267	\$ 295,944	\$ 336,907	\$ 351,183	\$ 365,961	\$ 367,910
State Grants (3200, except 3211)	2,404	-	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities)	-	-	-	-	-	-	-	-
Donations (1820)	27,126	15,765	4,027	90,000	157,500	100,000	100,000	100,000
Interest Income (1400)	558	107,051	235,765	233,393	172,437	179,744	167,688	159,303
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	(5,826)	(24,063)	-	-	-	-	-
Interest and Fiscal Charges	-	(513)	(2,077)	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 826,067	\$ 1,496,721	\$ 638,919	\$ 619,336	\$ 666,844	\$ 630,927	\$ 633,649	\$ 627,214
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 1,078,329	\$ 705,142	\$ 601,022	\$ 172,758	\$ 128,889	\$ 112,431	\$ 199,314	\$ 76,609
Fund Cash Balance Beginning of Fiscal Year	\$ 2,258,060	\$ 3,336,389	\$ 4,041,531	\$ 4,642,553	\$ 4,815,311	\$ 4,944,200	\$ 5,056,631	\$ 5,255,945
Fund Cash Balance End of Fiscal Year	\$ 3,336,389	\$ 4,041,531	\$ 4,642,553	\$ 4,815,311	\$ 4,944,200	\$ 5,056,631	\$ 5,255,945	\$ 5,332,554

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Assumptions

	Actual			Forecasted				
	Fiscal Year FY22	Fiscal Year FY23	Fiscal Year FY24	Fiscal Year FY25	Fiscal Year FY26	Fiscal Year FY27	Fiscal Year FY28	Fiscal Year FY29
Staffing/Enrollment								
Total Student FTE	224	213	212	216	236	246	255	255
Instructional Staff	26	23.00	25.00	28.00	28.00	28	28	28
Administrative Staff	11	8.00	9.00	10.00	10.00	10	10	10
Other Staff								
Purchased Services								
Rent	\$ 35,200.04	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Utilities	-	-	-	-	-	-	-	-

Other Facility Costs	98,727.13	106,650.00	182,848.50	310,141.49	208,608.85	214,867.12	221,313.13	227,952.52
Insurance	-	-	-	-	-	-	-	-
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	50,745.38	7,958.00	8,037.58	47,003.98	68,000.00	70,040.00	72,141.20	74,305.44
Audit Fees	11,221.20	11,332.00	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Transportation	2,250.00	14,977.00	15,126.77	22,465.00	45,500.00	46,865.00	48,270.95	49,719.08
Legal	5,177.10	4,918.00	4,967.18	7,000.00	10,000.00	10,300.00	10,609.00	10,927.27
Marketing	6,750.85	19,012.00	19,202.12	18,500.00	13,700.00	14,111.00	14,534.33	14,970.36
Consulting	148,470.91	190,077.00	261,977.77	258,788.88	334,343.82	344,374.14	343,511.36	353,816.70
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	180,437.84	217,123.00	237,397.23	217,602.50	229,000.00	235,870.00	242,946.10	250,234.48
Technology Services	89,645.19	70,237.00	70,939.37	185,608.12	208,243.29	214,490.59	220,925.31	227,553.07
Food Services	119,301.43	112,984.00	114,113.84	107,263.50	135,000.00	139,050.00	143,221.50	147,518.15
Other	-	-	-	-	-	-	-	-
Total	\$ 747,927.07	\$ 790,268.00	\$ 949,610.36	\$ 1,209,373.47	\$ 1,352,395.96	\$ 1,389,967.84	\$ 1,417,472.88	\$ 1,456,997.06
Financial Metrics								
Debt Service Payments	\$ -	\$ 6,339	\$ 26,140	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	112.24	23.99	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	-4.72%	-0.31%	1.72%	9.26%	4.24%	3.66%	0.00%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	-13.82%	24.40%	19.67%	7.25%	4.85%	4.95%	0.59%
Growth in Non-Operating Receipts/Expenses	0.00%	81.19%	-57.31%	-3.06%	7.67%	-5.39%	0.43%	-1.02%
Days of Cash	303.64	364.40	462.10	398.45	380.41	376.06	374.64	378.44

Assumptions Narrative Summary

Fiscal Year 2025-2029 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/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).
 Treasurer: Doug Mangen - Primary Phone: 937-264-8588

Expenditure/Expenses/Enrollment	Inc / Dec	Justification
FY25 Enrollment	1.72%	The FY25 enrollment is based on current student counts
State Foundation Payment / FTE	\$ 2,418,348	Based on the most recent available State Foundation Report
Forecasted Average Enrollment Growth	3.50%	Enrollment is forecasted to increase until the school is fully enrolled.
Forecasted Expense Inflation	3.00%	The forecast uses 3% as an estimate for inflation
Forecast Salaries & Wages	4.00%	Overall staff increase to align with student population growth

Purchased Services

FY25 Rent	\$ 35,000.00	The school currently rents its building from its sponsor
FY25 Utilities	-	Utility expenses are included in the rent payment
Other Facility Costs	310,141.49	Other Facilities Costs for FY25 includes sponsor rent agreement costs and unanticipated repairs
Insurance	-	Insurance based on FY24 coverage plus expansion, and increased for inflation
Management Fee	-	No Management company
Sponsor Fee	47,003.98	Base rate based on current contract agreement
Audit Fee	-	Audit based on AOS contract and FY24 expenses paid
FY25 Food Service	107,263.50	Food services expenses based on FY24 expenses paid and estimated expenses
FY25 Transportation	22,465.00	Includes Field Trip Transportation
FY25 Legal	7,000.00	Legal expenses based on FY24 expenses paid and estimated expenses

FY25 Marketing	18,500.00	Paid and estimated expenses for community outreach, enrollment and existing contracts
FY25 Consulting	258,788.88	Includes vendors for services including but not limited to School Improvement, Professional Development, Treasurer and Accounting services. Consulting expenses based on FY24 expenses paid and estimated expenses
FY25-FY28 Contingencies		Contingencies including projections for unexpected expenses

Coversheet

Current Unbudgeted Projects--TIS-East

Section: VIII. Facilities Advisory Council
Item: B. Current Unbudgeted Projects--TIS-East
Purpose: FYI
Submitted by:
Related Material: TIS HVAC Summary as of 5.7.25.pdf

TIS HVAC Summary as of 5.7.2025

This school year, we have encountered several unanticipated HVAC repairs, including:

- **1st Floor: Leak Search:** \$1,200
- **1st Floor: Repair Costs:** \$16,099
- **2nd Floor: VRF System:** Leak search - \$3,750
- **2nd Floor: Repair Costs:** \$21,250
- **3rd Floor: Heat Exchanger Repair:** \$15,750
- **3rd Floor: Replace the compressor and suction line dryer core. We replaced the heat exchanger 8/15/24:** \$13,750
- **Total HVAC Expenses:** \$71,799

Coversheet

Guidance on Holidays, Celebrations, and Decorations

Section: IX. Education Advisory Group
Item: A. Guidance on Holidays, Celebrations, and Decorations
Purpose: FYI
Submitted by:
Related Material: Holiday and Religious Observances Final Edited.pdf

05/01/25

HOLIDAYS AND OBSERVANCES GUIDELINES

The Intergenerational Schools are committed to creating an inclusive environment where all feel welcome. Cultural awareness is an integral component of our collective lifelong learning journey, and it is important to recognize and acknowledge the different cultures, backgrounds and beliefs of our students, families and community. By including such opportunities within our curriculum, we hope to foster awareness, tolerance and acceptance in our students.

To this end, the School believes it is important that all children have an opportunity to bring their whole selves to school and learn about some of the customs related to the cultural and religious observances of others. No child should feel that their traditions or customs are neglected or excluded. **As a community and public school, however, we must be alert to the distinction between teaching about religious holidays, observances and traditions, which is permissible, and promoting religious holidays, observances and traditions, which is not.**

Consideration should be given to the following general guidelines when developing specific activities (including classroom or school decorations, programs or other displays). Consult the Building Principal if you have any concerns about whether your planned activity, event or decoration may not comply with these guidelines:

1. RECOGNITION OF BELIEFS AND CUSTOMS

- a. While students may bring their cultural heritage into the learning space, teachers and staff should approach any discussion or suggestions for study from the perspective of a neutral adult. As such, teachers and staff shall not solicit or require a student to ascribe to any specific belief.
- b. Emphasis should be on cultural learning and be reflective of the many and varied traditions of our community.
 - i. Any teaching activities should be educating ABOUT customs, holidays and observances, and care must be taken that specific religious customs, holidays and observances are NOT being promoted by the School, teacher or staff.

- ii. Any instruction about religion or cultural observances must be tied directly to the state standards and may not show preference, or promote or denigrate the beliefs, customs or viewpoint of any religion, culture or sect.
- c. Limited use of religious or other holiday symbols may be permissible as a teaching aid or resource if used as an example of the cultural and religious heritage of a holiday but ONLY when an integral part of a specific lesson or unit of study.
 - 1. Such symbols should not be used as holiday or seasonal decorations in the classroom, hallways, doorways, or anywhere else in the School.
 - 2. The use or display of any such symbols should be limited to only during the unit of study and removed upon completion.
 - 3. In no event can such symbols be used in a manner that may be perceived to either advance or inhibit a particular religion, culture or sect.
- d. Teachers can foster cultural awareness in their classroom in a variety of ways.
 - 1. invite children and their families to come into the classroom to share and talk about the traditions or holidays they celebrate.
 - 2. Including various, and respectful, student viewpoints and backgrounds in discussion topics and lessons.
- e. Content and presentation utilizing religious symbols must be educationally justifiable.
- f. Lessons or units of study related to holidays or other religious observances should be reviewed by the Building Principal BEFORE introduced in the classroom.

2. CLASSROOM AND SCHOOL DECORATIONS AND DISPLAYS

- a. The School should avoid any activity, display or exhibit that promotes or gives its approval, or could give the appearance of promotion or approval, to a particular holiday or religious matter.
- b. School and classroom decorations should be limited to seasonal themes that are not perceived as religious in nature.
 - i. Suggested themes could include:
 - 1. Fall decorations like leaves, pumpkins
 - 2. Winter decorations like snowmen, snowflakes, twinkle lights
 - 3. Spring decorations like flowers, birds

- ii. Holiday symbols, such as Santa Claus, Christmas trees or menorahs, should not be part of classroom or School decorations as not all students celebrate such holidays.
- c. All decorations and activities must exercise sensitivity and inclusion so that all students and staff in the classroom and/or School feel welcome and represented.
 - i. Sectarian scenes, displays and tableaux whose purpose is to create a religious tone or sacred atmosphere are NOT to be included.
 - ii. Teachers should refrain from any holiday-related games or whole class gift exchange activities (Secret Santa, etc.).

3. HOLIDAY PROGRAMS

- a. Music, art, literature or drama programs incorporating religious themes may be permitted as part of the curriculum for school-sponsored activities and programs if presented in an objective manner and so long as the overall program incorporates various other themes and aspects.
- b. Care should be taken to ensure no student feels excluded or is being asked to identify with a religion not of their own by virtue of their participation in such a holiday program.
- c. For example, instead of asking students to create an art project depicting “Christmas” or “Santa Claus” or other such themes, have them depict a celebration of their own family.

4. STUDENT EXPRESSIONS

- a. Students may express their beliefs about religion in their homework, artwork and other written or oral assignments.
 - i. Teachers should avoid asking students to explain their beliefs and customs as part of academic assignments or in any class discussion or group setting.
 - ii. If offered, treat with respect and evaluate only in context of educational relevance.
- b. Students observing religious traditions in School.
 - i. Staff shall not prohibit or discourage any student from praying or otherwise expressing their religious belief as long as it does not disrupt the classroom or cause excessive absence from the classroom, particularly during instruction.
 - ii. The School should make available space or alternate activities to those students observing their religious

traditions provided it is not disruptive to the regular activities of the School.

- iii. Example: students observing Ramadan should be provided alternative activities and spaces during mealtimes.

5. PARTICIPATION

- a. Students may be excused from planned classroom discussion or activities related to a particular holiday or observance with parental consent.
- b. The privilege of parental excuse from participation must be without penalty, bias or retaliation.

6. ADMINISTRATION AND SUPERVISION

- a. The Building Principal is directly responsible for the administration and supervision of all School activities relating to holidays and observances.
 - i. All programs, observances, decorations or displays related to or incorporating a religious holiday or theme should be evaluated by the Building Principal as to its purpose, effect, and compliance with these guidelines.
 - ii. If deemed by the Building Principal to be religious rather than secular, the School should not undertake the activity.
- b. Issues/questions regarding any of these activities should be resolved in consultation with the Executive Director and School Board.

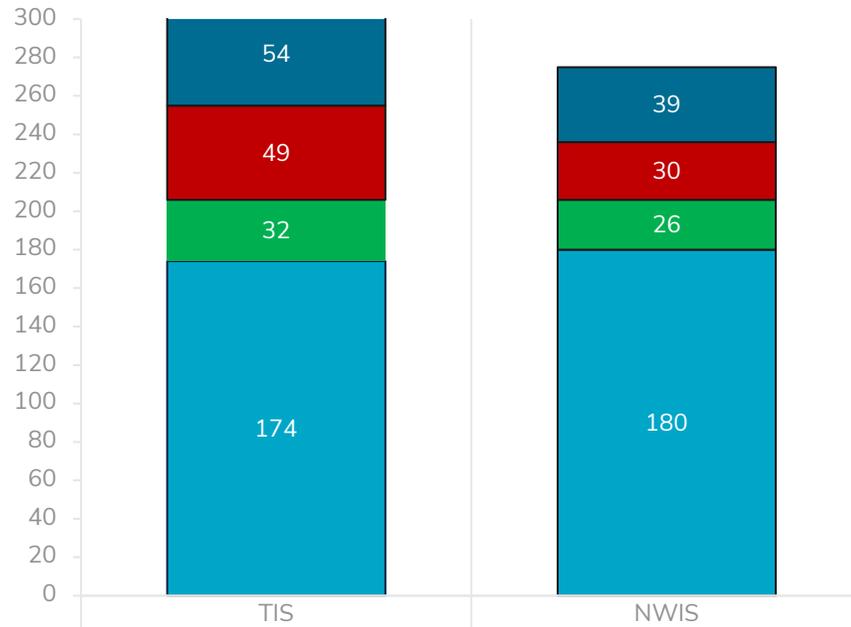
Coversheet

Enrollment Update

Section: IX. Education Advisory Group
Item: B. Enrollment Update
Purpose: FYI
Submitted by:
Related Material: Board Meeting Slides-May 14.pdf

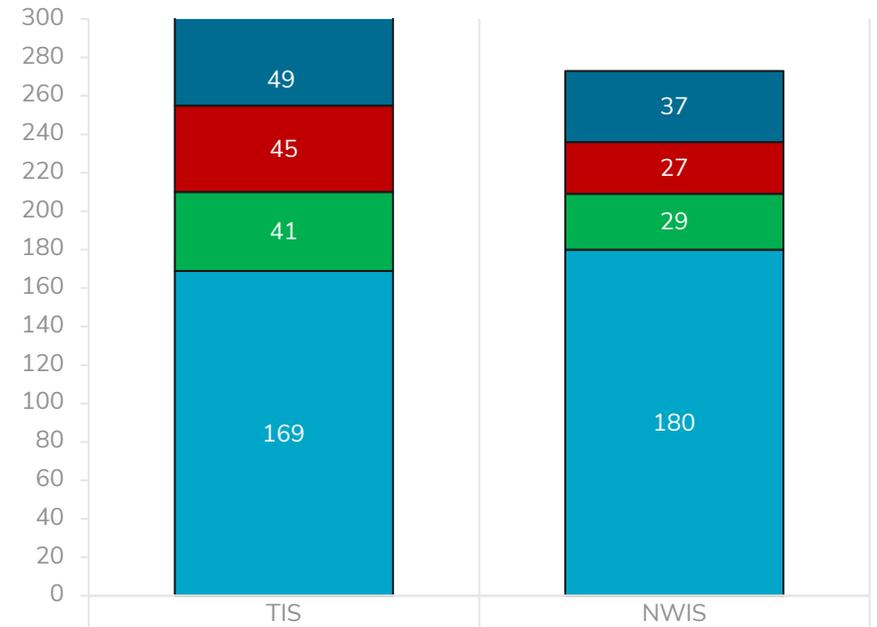
May Enrollment Dashboard

APRIL--25/26 ENROLLMENT



Over-enroll Goal	54	39
To Budget	49	30
New Applications	32	26
Re-enrolled	174	180

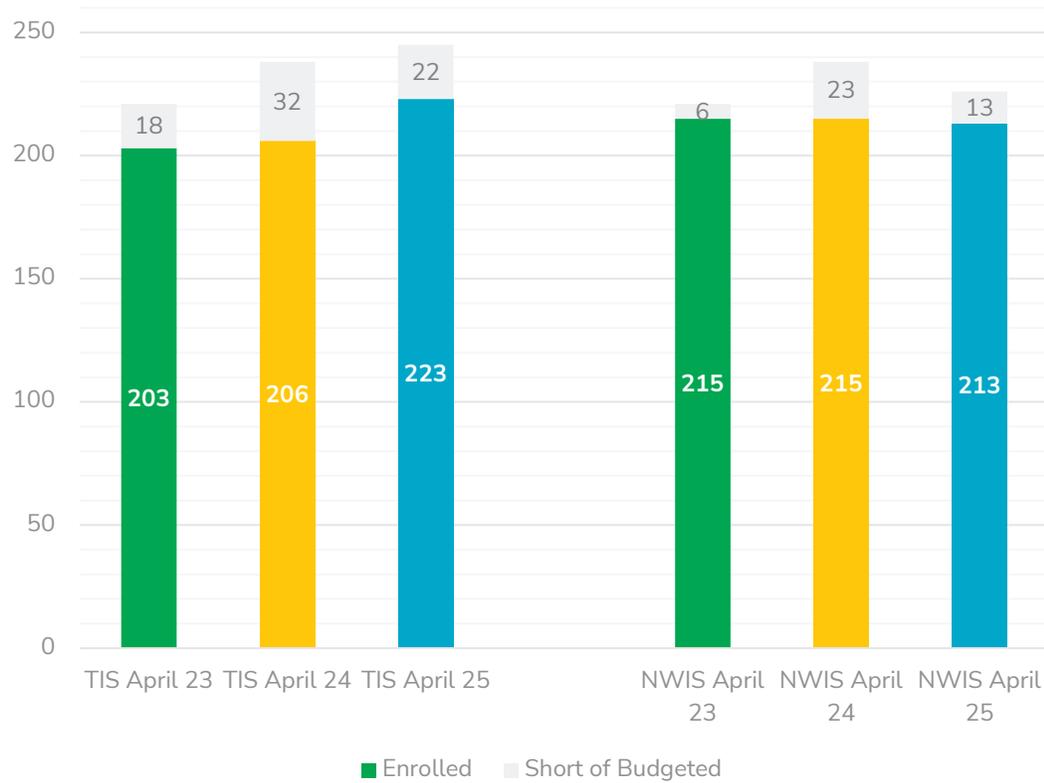
MAY--25/26 ENROLLMENT



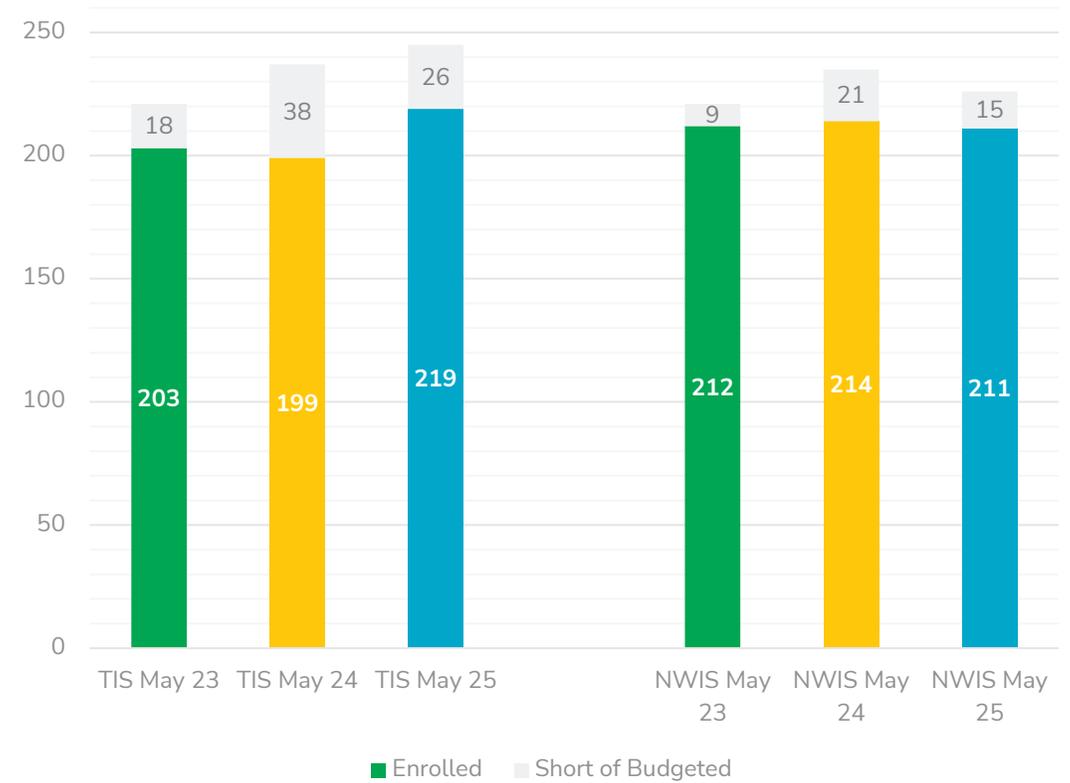
Over-enroll Goal	49	37
To Budget	45	27
New Applications	41	29
Re-enrolled	169	180

May Enrollment Dashboard

Enrollment April '23, '24, '25

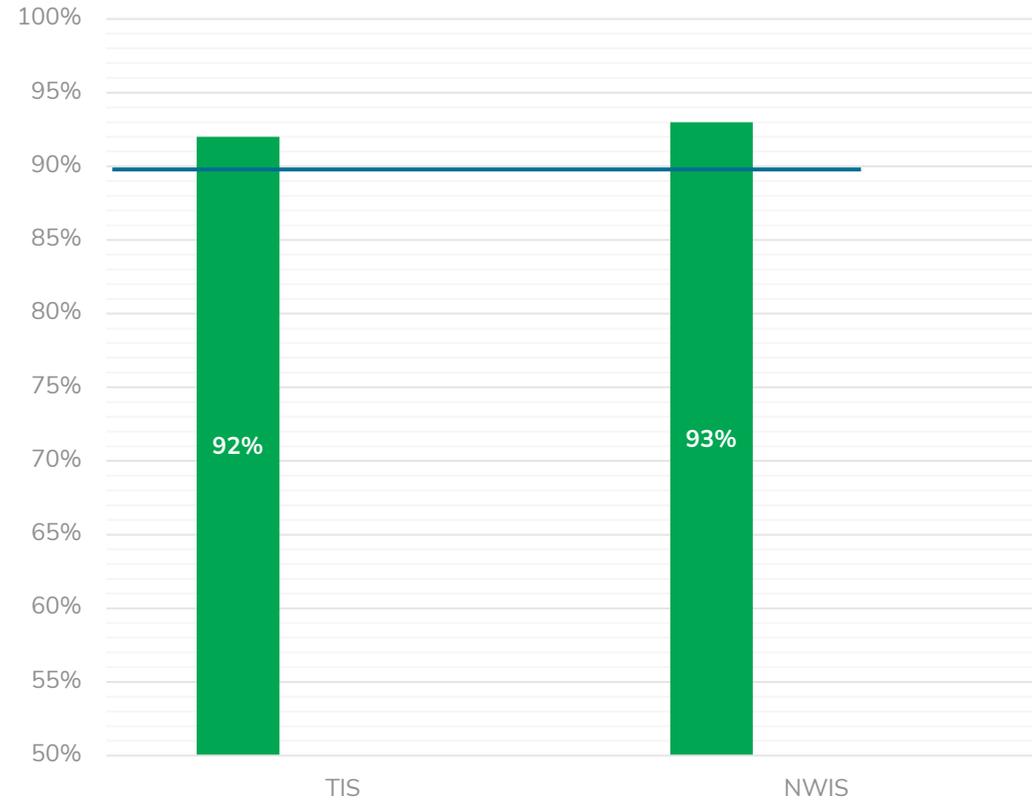


Enrollment May '23, '24, '25



May Enrollment Dashboard

In-Year Student Retention May '25



Enrollment Outreach, Tours, & Marketing

2025-2026 Enrollment has been off to a good start!

- **Info Sessions:** Both schools have had 3 info sessions
- **Tours:** TIS=3 tours, NWIS=19 tours
 - 5 Tours are scheduled within the next 2 weeks
- **Child Care Visits:** Events = 10, Literature drops & relationship building=40 (this excludes visits to Woodhill Neighborhood Services)
- **City Summer Events:** PRIDE, Parade the Circle, & Family Connections Family Fun Day
- **Ads** = Northeast Ohio Parent Magazine, Today's Family Magazine, and digital ads at Marc's and Save-A-Lot
- **Rebranding with "One of a Kind Kid"** Stickers, water bottles, notebooks, kindergarten guides, and school choice guides.

Enrollment-Next Steps

- **Canvassing** will begin when our Summer Interns start in June.
- Canvassing will be done weekly and will be focused on neighborhoods, libraries, and businesses surrounding each school.
- **Promotional materials** about the schools will be distributed and displayed in local stores, businesses, and public spaces where permitted.
- The interns will also pass out newly branded **doorhangers** that have information to our website and enrollment page.
- **Child Care “Graduations”**: Tameisha will continue to attend childcare events, specifically preschool graduation events to pass out information and talk about our schools.
- **Phone Calls**: The interns will be tasked with following up on any leads that come in through our website, city events, or tours of the school.
- **Direct Mailing**
- We are currently working with BrandPivot on a **“Meta Campaign”** that will blast ads of the schools on both Facebook and Instagram
- This will be done concurrently with our normal posting cadence.

Coversheet

TIS Sponsor Contract Renewal

Section: XI. Executive Committee
Item: A. TIS Sponsor Contract Renewal
Purpose:
Submitted by:
Related Material: Resolution - ESCLEW Contract (01824284-2xBFD00).pdf

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE INTERGENERATIONAL SCHOOL**

This will certify that on May 14, 2025, at a meeting of the Board of Directors of The Intergenerational School, the Board unanimously passed the following resolution:

WHEREAS, the Board of Directors of The Intergenerational School (the “School”) is negotiating a renewal of its Contract for Ohio Community School with the Educational Service Center of Lake Erie West (“ESCLEW”) (the “Sponsor Agreement”); and

WHEREAS, the School requested a reduction in the Sponsor fee; and

WHEREAS, the School has been informed that the ESCLEW Community Schools Center is making a recommendation to the ESCLEW Board of Directors to exclude Quality Community School Support Funds, Transportation Funds, Success and Wellness Funds and Facility Funds from the 3% Sponsor fee calculation;

WHEREAS, the School has been informed that the recommendation is being presented to the ESCLEW Board of Directors at its board meeting on June 10, 2025;

WHEREAS, if the recommendation is approved by the ESCLEW Board of Directors, it is anticipated that the recommended change in the Sponsor fee calculation would be included in a Fall Contract Modification;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the renewal of the Charter Contract from ESCLEW and authorizes its President to sign a Contract for Ohio Community School with the Educational Service Center of Lake Erie West in anticipation of additional changes and consistent with the best interests of the School.

I, Stacy Miller, do hereby certify that I am the duly elected and qualified President of The Intergenerational School, a nonprofit corporation organized and existing under the laws of the State of Ohio, and that the above is a true and correct copy of a resolution duly adopted at a public meeting of the Board of Directors, convened and held in accordance with Ohio law and the Regulations of said corporation on May 14, 2025, and that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have affixed my name as President hereunto on this _____ day of May 2025.

Stacy Miller, President
The Intergenerational School