Intergenerational Schools

August School Board Meeting 2025

Published on August 4, 2025 at 10:15 AM EDT
Amended on August 6, 2025 at 11:54 AM EDT

Date and Time

Wednesday August 6, 2025 at 6:00 PM EDT

Location

3805 Terrett Avenue Cleveland, Ohio 44113

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--Embarking on our 25th Year!			5 m

III. Public Comment — 6:05 PM

A. Public Comment — FYI — 5 m

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:
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

- CMSD-Matt Rado
- ESCLEW-Joyce Lewis

V. Consent Agenda — 6:20 PM

A. Approval of June 25, 2025 Minutes — Vote

Please read Board Resolutions

B. Contracts and MOUs — Vote

TIS-East ONLY

- **RENEWAL-Fluid Yoga**—To design and deliver developmentally appropriate yoga instruction for the Primary through the Applying stage students. The contractor will also conduct observations and set individual goals for students. The contractor will conduct and lead yoga sessions on all instructional days during the 25/26 school year between the hours of 7:30 am-3:30 pm. Payment will not exceed $43,000. This is a budgeted expense to be paid out of general funds or other monies obtained.
- **RENEWAL-Nicole Lawerence**—To implement, manage, and effectively deliver developmentally appropriate small group literacy and math support programs. The contractor will conduct small groups three days a week for a total of 24

Purpose Presenter Time

hours per week between the hours of 8 am to 3 pm during the 25/26 school year. Payment will not exceed $35 per hour or $35,000 for the school year. This is a budgeted expense to be paid out of the general fund or other monies obtained.

- **NEW-Amergis**--In conjunction with the school, Amergis will recruit, screen, and hire personnel such as general education teachers to provide temporary staffing, which will be under the supervision of the school Principal. This is contract is effective from July 30, 2025, to June 30, 2026. Amount not to exceed the hourly rate described in the attached contract. This is a non-budgeted expense (only used if the school cannot find a suitable candidate) to be paid out of the general fund or other monies obtained.

Near West Only

- **RENEWAL-Say Yes MOU**--To provide a Family Support Specialist to support the school in identifying and servicing students and families in need of support, such as basic needs, mental health services, and academic challenges etc. This is effective from July 1, 2025, to June 30, 2025, and the amount is not to exceed $31,000 and is to be paid out of general funds or other monies obtained. The school was told this fee will be waived for the 25-26 year due to inconsistent and gaps in service in 24-25. Once the contract is signed, the school expects to receive an invoice documenting the rebate.

C. Authorized Signer — Vote

TIS-East & Near West: To be approved as an authorized signer for TIS-East and Near West Intergenerational School

- Amy Cascio, Chief of Staff, to enter into contracts and approve purchases up to $9,999
- Sarah Alonso, Chief Operating Officer, to enter into contracts and approve purchases up to $9,999.

D. Approval of the Designated Seizure Action Plan Employees — Vote

TIS-East

- Tanya Anglen, Wellness Coordinator
- Jacob Rinaldi, Building Coordinator
- Patricia Wilson, School Counselor

		Purpose	Presenter	Time

- Brianna McElrath, Assistant Principal

Near West Only

- Dawn Madison, Wellness Coordinator
- Deidra Verhosak, Building Coordinator
- Megan DeVito, School Counselor
- Amber Clark, Assistant Principal

E. Open Purchase Orders

Approval for large ongoing purchases over $24,999, such as food service, sponsor fees, service providers, etc.)

F. Personnel Actions — Vote

Listed in each school's Board Resolution

VI. Fundraising Report — 6:20 PM

	Item	Purpose	Presenter	Time
A.	Update and Reminders	FYI	Melina Higbee	5 m

VII. Governance — 6:25 PM

	Item	Purpose	Presenter	Time
A.	Appointment of School Board Member	Vote	Joanna Lopez-Inman for Bob Nicolay	2 m

Appointment of Sue Pringle to the TIS-East and Near West School board pending background check and approval from ESCLEW.

	Item	Purpose	Presenter	Time
B.	Board Expectation Form	FYI	Amy Cascio	2 m

Amend Board Expectation and Responsibilities to include the expectation that all Board members attend at least 90% of board meetings and 2 school events to meet sponsor board engagement metrics and request signatures on the amended Board Expectation Acknowledgement.

	Item	Purpose	Presenter	Time
C.	Approval of New Policy		Sarah Alonso	5 m

NEW: Virtual Meetings Policy

	Item	Purpose	Presenter	Time
D.	Marketing Group and FIGS Agreement Task Force		Brooke King	5 m

		Purpose	Presenter	Time
	Update on Task Force (see Stacy Miller's email to Board) and Marketing Group discussed at the Board Retreat.			
VIII.	**Education Advisory Group**			**6:39 PM**
A.	TIS-East State Report Card Plan a roadmap to High Quality designation and funding	FYI	Aziz Ahmad	10 m
B.	Goals 1 & 2 Updated Strategic Plan-priorities for 25-26	FYI	Brooke King	8 m
IX.	**Finance**			**6:57 PM**
A.	June Financials	Vote	Celeste Farmer	10 m
B.	Revised Budget Levers Changes in revenue and expenses that will be put into a revised budget for the Sept 18 Board Member	FYI	Celeste Farmer	10 m
C.	Update on Enrollment 1. TIS Plan B-reduce to 14 homerooms, eliminate 2 positions 2. Over-enrollment plan using retention rates of 98% for TIS and 98% for NW 3. Introduction to Possip and how we aim to solidify enrollment and reduce no-shows		Brooke King	8 m
X.	**Facilities**			**7:25 PM**
A.	Near West Lease	FYI	Chance Dewerth and Amy Cascio	5 m
XI.	**Closing Items**			**7:30 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-TIS Aug Resolution.pdf
SIGNED-NWIS Aug Resolution.pdf

Intergenerational
SCHOOLS

August 6, 2025

BOARD RESOLUTIONS

At the Regular Meeting of the Board of Directors of The Intergenerational School on August 6, 2025, the following resolutions were proposed and approved by the board:

WHEREAS the mission of The Intergenerational School is to connect, create, and guide a multigenerational community of lifelong learners and spirited citizens as they strive for academic excellence;

WHEREAS as a Public Charter School in the State of Ohio, and in accordance with Board policy, the Board of Directors must review and approve all Minutes, Policies, Personnel Actions thatwere not named specifically in the prior approved budget, Contract Actions and Expenses over $25,000, Out of State travel, and transactions between Intergenerational Schools;

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

Consent Agenda

Minutes of the Board Meeting

- Regular Board Meeting, July 25, 2025

Contracts and MOUs

- **Fluid Yoga**—To design and deliver developmentally appropriate yoga instruction for the Primary through the Applying stage students. The contractor will also conduct observations and set individual goals for students. The contractor will conduct and lead yoga sessions on all instructional days during the 25/26 school year between the hours of 7:30 am-3:30 pm. Payment will not exceed $43,000. This is a budgeted expense to be paid out of general funds or other monies obtained.
- **Nicole Lawerence**—To implement, manage, and effectively deliver developmentally appropriate small group literacy and math support programs. The contractor will conduct small groups three days a week for a total of 24 hours per week between the hours of 8 am to 3 pm during the 25/26 school year. Payment will not exceed $35 per hour or $35,000 for the school year. This is a budgeted expense to be paid out of the general fund or other monies obtained..

www.igschools.org

The Intergenerational
School - East
11327 SHAKER BLVD. SUITE 200E
CLEVELAND, OHIO 44104

Near West
Intergenerational School
3805 TERRETT AVENUE
CLEVELAND, OHIO 44113

Authorized Signer

- To be approved as an authorized signer for Near West Intergenerational School

1. Amy Cascio, Chief of Staff, to enter into contracts and approve purchases up to $9,999
    - Sarah Alonso, Chief Operating Officer, to enter into contracts and approve purchases up to $9,999.

Approval of the Designated Seizure Action Plan Employees

- Tanya Anglen, Wellness Coordinator
- Jacob Rinaldi, Building Coordinator
- Patricia Wilson, School Counselor
- Brianna McElrath, Assistant Principal

Open Purchase Order

2. Open Purchase Order List (spreadsheet is in the board packet for review)

EMIS Designation

3. The board authorizes M12 or any of its subcontractors for EMIS Services for the 2025/2026 School year.

Personal Actions

LETTERS OF HIRE

4. **Rachel Genco**, Teacher – Developing Stage, effective August 7, 2025, at an annual salary of $56,822 for the 25-26 SY. This is a budgeted expense, payable from General Funds or other monies obtained. Note: an exception to the Compensation Plan was made allowing for M. Genco's five-year increase to be awarded in her fourth year as incentive as a returning teacher to the school.

- **Marielle Grady**, Teacher – Developing Stage, effective August 7, 2025, at an annual salary of $46,000 for the 25-26 SY. This is a budgeted expense, payable from General Funds or other monies obtained.
- **Sophie Wasserman**, Teacher – Applying Stage - Science, effective August 7, 2025, at an annual salary of $45,000 for the 25-26 SY. This is a budgeted expense, payable from General Funds or other monies obtained.

5. **Asma Mujib**, Teacher – Intervention, effective August 7, 2025, at an annual salary of $42,000 for the 25-26 SY. The annual salary will be increased to $52,000 per Compensation Plan, pending submission of evidence of acceptable permanent licensure. The increase will be retroactive to the beginning of the School Year provided acceptable permanent licensure is obtained prior December 31, 2025 in accordance with the Revised Compensation Plan. This is a budgeted expense, payable from General Funds or other monies obtained.
6. **Felicia Pierce**, Part Time Paraprofessional Aide for a specific student with special needs, effective August 12, 2025, at an annual salary not to exceed $23,971 for the 25-26 SY. This is 30 hour per week position at a rate of $22.70 per hour. This a non-budgeted expense, payable from General Funds, Special Education funds, or other monies obtained.

STIPENDS AND SUPPLEMENTAL PAY

- **Kiana Clark**, stipend for 10 hours of work related to preparation for September 13, 2024 All Staff Professional Development Day at the rate of $37.67 per hour not to exceed $376.70. This is a budgeted expense for the 2024-2025 School, payable from General Funds or other monies obtained.
- **Science of Reading training Stipend** for **Shelly Malloy** for the 2024-2025 School Year not to exceed $400.00. This is a budgeted expense to be reimbursed by the Ohio Department of Education and Workforce payable from General Funds or other monies obtained.
- **Science of Reading training Stipend** for **Jeremy Allen** 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.
- **Science of Reading training Stipend** for **Emily Ludvik** 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.
- **Science of Reading training Stipend** for **Telissa Gamble** 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.

- **Science of Reading training Stipend** for **Tori Winfield** 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.

7. **Michela Stupay,** Cluster Director (Primary) stipend, effective August 1, 2025, for the 2025-2026 School Year not to exceed $2500. This is a budgeted expense, payable from General Funds or other monies obtained.
8. **Arden Berg,** Cluster Director (Developing) stipend, effective August 1, 2025, for the 2025-2026 School Year not to exceed $2500. This is a budgeted expense, payable from General Funds or other monies obtained
9. **Abigail Serrino,** Cluster Director (Refining) stipend, effective August 1, 2025, for the 2025-2026 School Year not to exceed $2500. This is a budgeted expense, payable from General Funds or other monies obtained
10. **Jeremy Allen,** Cluster Director stipend (Applying), effective August 1, 2025, for the 2025-2026 School Year not to exceed $2500. This is a budgeted expense, payable from General Funds or other monies obtained
11. **Kiana Clark,** Cluster Director (Intervention Support) stipend, effective August 1, 2025, for the 2025-2026 School Year not to exceed $2500. This is a budgeted expense, payable from General Funds or other monies obtained
12. **Allison Lowery,** Cluster Director (Specials) stipend, effective August 1, 2025, for the 2025-2026 School Year not to exceed $2500. This is a budgeted expense, payable from General Funds or other monies obtained.
13. **Curtis Crook,** Athletic Director stipend, effective August 12, 2025, for the 2025-2026 School Year not to exceed $2500. This is a budgeted expense, payable from General Funds or other monies obtained.

RESIGNATIONS/TERMINATIONS

14. **Flora Bourdeau, Teacher –** 6th grade math and math intervention, effective June 30, 2025.

Governance Action

IT IS THEREFORE RESOLVED that the School Board has reviewed and approves the following School Board Governance Actions:

Appointment

JNLI 15. ~~Appointment of Sue Pringle to the TIS-East and Near West School board pending background check.~~

Policy Approval

16. Virtual Board Meeting Policy

Finance Actions

IT IS ALSO RESOLVED that The Intergenerational School Board has reviewed and approves thefollowing Financial Action Items:

- **May and June Financials**

Joanna Lopez-Inman, Secretary

Intergenerational
SCHOOLS

August 6, 2025

BOARD RESOLUTIONS

At the Regular Meeting of the Board of Directors of Near West Intergenerational School on August 6, 2025, the following resolutions were proposed and approved by the board:

WHEREAS the mission of Near West Intergenerational School is to connect, create, and guidea 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, June 25, 2025

Contracts and MOUs

b. **Say Yes MOU**--To provide a Family Support Specialist to support the school in identifying and servicing students and families in need of support, such as basic needs, mental health services, and academic challenges etc. This is effective from July 1, 2025, to June 30, 2025, and the amount is not to exceed $31,000 and is to be paid out of general funds or other monies obtained. The school was told this fee will be waived for the 25-26 year due to inconsistent and gaps in service in 24-25. Once the contract is signed, the school expects to receive an invoice documenting the rebate.

Authorized Signer

c. To be approved as an authorized signer for Near West Intergenerational School

d. Amy Cascio, Chief of Staff, to enter into contracts and approve purchases up to $9,999
e. Sarah Alonso, Chief Operating Officer, to enter into contracts and approve purchases up to $9,999.

Approval of the Designated Seizure Action Plan Employees

f. Dawn Madison, Wellness Coordinator
g. Diedra Verhosek, Building Coordinator
h. Megan DeVito, School Counselor
i. Amber Clark, Assistant Principal

Open Purchase Orders

j. Open Purchase Order List (spreadsheet is in the board packet for review)

EMIS Designation

k. The board authorizes M12 or any of its subcontractors for EMIS Services for the 2025/2026 School year.

Personnel Actions

LETTERS OF HIRE

l. **Amber Clark,** Assistant Principal, 11-month role, effective July 21, *2024*, at an annual salary of $70,000 for the 25-26 SY. This is a budgeted expense, payable from General Funds or other monies obtained.

STIPENDS AND SUPPLEMENTAL PAY

m. **Responsive Classroom Training** for **Amber Clark** for 3 days of training at a rate of $339.81 per day not to exceed $1019.42 for the 2025-2026 School Year. This is a budgeted expense, payable from General Funds or other monies obtained.
n. **Science of Reading training Stipend** for **Caitlyn Hopkins** 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.

o. **Megan DeVito,** per diem pay for attending Summer 2025 Admin Retreat held outside Letter of Hire work days at a rate of $ 37.75 not to exceed 20 hours or $755.00. This is an unbudgeted expense, payable from General Funds or other monies obtained.

p. **Nancy Szilagyi,** Lead Primary/Lab teacher stipend, effective August 1, 2025, for the 2025-2026 School Year not to exceed $6000. This is a budgeted expense, payable from General Funds or other monies obtained and to be shared between the schools.

q. **Elizabeth McAllister,** Lead Developing Teacher stipend, effective August 1, 2025, for the 2025-2026 School Year not to exceed $6000. This is a budgeted expense, payable from General Funds or other monies obtained and to be shared between the schools.

r. **Lauren Onda,** Cluster Director (Developing) stipend, effective August 1, 2025, for the 2025-2026 School Year not to exceed $3000. This is a budgeted expense, payable from General Funds or other monies obtained.

s. **Jordan North,** Cluster Director (Applying) stipend, effective August 1, 2024, for the 2025-2026 School Year not to exceed $4000. This is a budgeted expense, payable from General Funds or other monies obtained.

RESIGNATIONS/TERMINATIONS

t. **Megan Young**, part-time Specials Art Teacher, effective June 30, 2025.

Governance Action

IT IS THEREFORE RESOLVED that the School Board has reviewed and approves the following School Board Governance Actions:

Appointment

JMI u. ~~Appointment of Sue Pringle to the TIS-East and Near West School board pending background check and approval from ESCLEW.~~

Policy Approval

v. Virtual Board Meeting Policy

Finance Actions

www.igchools.org

WHEREAS the School reviews and approved monthly financial reports;

w. **May and June Financials**

Facilities Actions

WHEREAS the School enters into a lease with the Cleveland Metropolitan School District for the Kentucky Building property, the School Board has reviewed and approves the following facilities actions;

x. Memorandum of Understanding with regard to custodial costs and building repairs made in 2025.
y. Lease Agreement effective August, 2025 through August 2027

____

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: August TIS - sponsor update template 25_26.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: August**

Presented by:	Joyce Lewis	In person
Governing Authority Highlights / Important updates from ESCLEW	The updated 11.6 goals will be shared soon. These revisions reflect recent changes based on the Sponsor Evaluation to ensure stronger alignment with current priorities and expectations. Please take a moment to review them carefully once they're released, as they may include new focus areas.	
Recent Site Visit Highlights	Site visits will resume in September.	
Financial Update	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.	
Any questions asked by the Governing Authority for the Sponsor?		
Follow up provided		

Educational Service Center of Lake Erie West Community Schools Center

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-** **Richaun-** **Lynn-** **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:					
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:					
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-	Completion of Open Meetings and Public Records for less

Educational Service Center of Lake Erie West
Community Schools Center

				99% of board members	than 80% of board members
Evidence: **Joanna-** **Danielle-** **Stacey-** **Richaun-** **Lynn-** **Carolyn** **Brad-** **Bob-**					
School Governance	Board Member Attendance	Overall member attendance is 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-79%	Overall member attendance is 70%
Evidence:					

Coversheet

Contracts and MOUs

Section:	V. Consent Agenda
Item:	B. Contracts and MOUs
Purpose:	Vote
Submitted by:	
Related Material:	01. RENEWAL-Fluid Yoga-TIS.pdf 01. RENEWAL-N. Lawerence-TIS.pdf NEW-Amergis-TIS.pdf RENEWAL-Say Yes-NWIS.pdf

Draft 06/27/25

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is by and between The Intergenerational School-East (the “School”) and Dionne Wagonner (doing business as Fluid Yoga) (“Contractor”).

WHEREAS, the School is interested in obtaining outside services related to yoga instructions for students; and

WHEREAS, Contractor possesses the knowledge and skills necessary to perform the services described herein.

NOW, THEREFORE, the parties agree as follows.

1. **Relationship Created**. It is understood and agreed that Contractor is an independent contractor and is not in any manner an agent or employee of the School. This Agreement is entered into solely so that Contractor may provide to the School the services as further detailed in the **Scope of Work** (the “**Services**”), attached and incorporated herein and made a part of this Agreement. Contractor agrees not to perform any act which would (a) jeopardize the relationship of independent contractor between the School and Contractor or (b) create a relationship other than as an independent contractor between the School and Contractor. Contractor shall conduct its business in its own name and shall exercise its independent judgment as to the work to be performed hereunder; provided that Contractor shall at all times act in a competent, efficient and professional manner in accordance with applicable industry standards and consistent with the needs and priorities of the School. Except as may be set forth in this Agreement, Contractor is not authorized or empowered to create any contract or obligation, either express or implied, extend any credit, receive any notice of any nature whatsoever, or to conduct any business whatsoever under the name of or for the account of the School or to make any promise, warranty or representation on the School’s behalf. Contractor will not be entitled under this Agreement to any of the benefits that the School may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. No part of Contractor's compensation will be subject to withholding by the School for the payment of any social security, federal tax, state tax or any other employee payroll taxes.

2. **Compensation**. The School shall pay Contractor for the Services actually provided at the rate of $37.33 per hour, not to exceed a total of $43,000 during the 2025-26 School Year unless otherwise mutually agreed upon by the parties in writing. Contractor shall submit,

Doc ID: 2b4a6411159e7c0e82127eae5eeba69a177486be

via email on a bi-weekly basis, a detailed invoice of the Services provided during the immediately preceding two-week period (including hours, dates and times of performance) to the School's Principal for approval at preferred address listed in the Scope of Work. Additional expenses will not be reimbursed without prior written approval from the School. The School shall pay fees that are due under this Agreement within thirty (30) days after receiving an undisputed invoice from Contractor for such amounts. In the event the School disputes any amounts invoiced, the parties will work together in determining amounts thereby owed.

3. **Taxes; Withholding**. Contractor acknowledges its separate responsibility for the payment or provision for payment of all taxes relating to the ownership of its assets and the operation of its business, including, without limitation, federal withholding taxes, social security taxes, worker's compensation and unemployment compensation taxes with respect to its employees, and agrees to indemnify and to hold the School harmless from any claim or liability therefor.

4. **Student Records and Access.** All student records shall be the sole and exclusive property of the School, subject to any access and copying rights as permitted by law. In the School's discretion, Contractor will have reasonable access to such documents, forms, records and other materials and information as permitted by law and as deemed necessary by the School to perform the Services and for other lawful purposes. Contractor shall at all times comply with all laws, rules and regulations regarding such records as pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA"). Contractor hereby agrees to maintain any such records bound by FERPA as confidential and further agrees to not publish, disclose, modify, or utilize any student information and shall return any such FERPA protected information upon the termination or expiration of this Agreement.

Contractor further agrees that it shall not have any unsupervised access to students at the School without first providing the School with documentation verifying it has complied with Ohio rules and requirements related to background checks for individuals providing service at an Ohio school. Additionally, in the event that the anticipated Services require Contractor to have a valid license with the Ohio State Board of Education, Contractor must provide the School with evidence such a license is valid and must immediately notify the School in the event that such license is suspended, terminated, or not renewed, or if an investigation by the state may lead to the suspension, termination or non-renewal of such license.

5. **Confidentiality.** Contractor hereby agrees that it may not publish, disclose, use, or share any information it obtains through its performance under this Agreement related to the School, except as may be specified in the attached Scope of Work. Without limiting the

foregoing, both parties hereby agree to be prohibited from the disclosure or use of any confidential information without the prior written permission of the other party. For purposes of this Agreement, “confidential information” includes but is not limited to:

1. All disclosures, information and materials, whether oral, written or otherwise provided by one party to the other for purposes of performance under this Agreement;
2. Any written or tangible information specifically marked as by one party as “confidential”, or a similar legend, including information protected by state or federal law as confidential; and
3. Any additional information that is not generally available to the public.

All such confidential information received by one party shall be returned to the other upon the termination or expiration of this Agreement.

6. **Term and Manner of Termination**. Upon execution, this Agreement shall be in effect during the 2025-2026 School Year as designated in the School Calendar attached hereto, as the same may be modified or amended at the discretion of the School . The parties may extend the term of the Agreement by mutual written agreement. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other. Should the School terminate the agreement for any reason other than gross negligence or some other violation of the terms of the Agreement, the School agrees to pay Contractor for completed Services rendered up to date of termination.

The School hereby reserves the right to terminate this Agreement immediately upon a material breach by Contractor. For purpose of this Agreement, a “material breach” by the Contractor is a (i) violation of Sections 4 or 5; or (ii) failure to meet any of the objectives, services or deliverables, as described in the Scope of Work.

7. **Insurance/Assumption of Risk**. Contractor shall at all times during the term of this Agreement and any renewal thereof maintain general and commercial liability insurance in amounts consistent with the risks related to provision of the Services and customary for Contractor’s industry. Contractor assumes all risk associated with the provision of the Services and agrees to hold School harmless from and against any and all claims, demands, losses, damages, costs, liabilities and expenses arising from Contractor’s provision of the Services.

8. **Survival of Certain Obligations**. The following sections shall survive the termination of this Agreement: Sections 2 (with respect to Services performed by Contractor prior to termination of this Agreement), 7, 8, 10, 12, and 13 hereof. Except as set forth in this

Section 8, all rights and obligations of the parties hereunder shall cease to exist upon termination of this Agreement.

9. **Severability**. In the event that any provision or term of this Agreement is found to be void or unenforceable to any extent for any reason, it is the agreed-upon intent of the parties hereto that all remaining provisions or terms of the Agreement shall remain in full force and effect to the maximum extent permitted and that the Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.

10. **Waiver**. Failure of a party at any time to enforce any provision of this Agreement or to require performance by the other party of any provision hereof shall in no way affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce its rights hereunder, nor shall it be taken to constitute a condonation or waiver by such party of that default or any other or subsequent default or breach.

11. **Governing Law**. This Agreement shall be governed by the laws of the State of Ohio, without regard to its conflict of laws principles, and both parties hereby consent to the jurisdiction of courts of competent jurisdiction sitting in Cuyahoga County, Ohio.

12. **Counterparts**. This Agreement may be executed in multiple counterparts each of which shall be deemed an original but all of which together shall constitute one and the same document, notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined. The signature of any party to any counterpart is a signature to and may be appended to any other counterpart. This Agreement may be executed by facsimile counterparts and delivered by telephonic transmittal or .pdf copies sent electronically, where each such facsimile or .pdf counterpart will be deemed to be an original for all purposes of this Agreement. A facsimile or .pdf counterpart will be binding on and enforceable against a party upon the other party's receipt of the telephonically or electronically transmitted counterpart.

13. **Entire Agreement**. This Agreement, including the attached Scope of Work, constitutes the entire understanding and agreement among the parties hereto concerning the subject matter hereof. All negotiations among the parties hereto concerning the subject matter hereof are merged into this Agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation thereto among the parties hereto other than those incorporated herein. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto.

14. **Notices**. Any notice that may be required under this Agreement and/or any deliverable identified in the of Scope of Work shall be provided to the designated preferred address as identified on the of Scope of Work.

15. **Third Parties**. Nothing expressed or implied in this Agreement is intended or shall be construed to confer on any person or entity, other than School and Contractor, and their respective successors and permitted assigns any rights hereunder.

16. **Assignability**. Without the prior written consent of the other party, any assignment of this Agreement by either party, or any assignment or delegation of any right, duty or claim of any party arising hereunder, shall be void.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the day and year first above written.

The Intergenerational School - East

By: Aziz Ahmad

Aziz Ahmad, Principal

Fluid Yoga, Contractor

By: ______________________

Dionne Waggoner

SCOPE OF WORK

- Contractor will design and effectively deliver developmentally appropriate yoga instruction for the School's students which reflects Contractor's knowledge of yoga practice and experience with conducting observations and creating individualized goals for children.
- Contractor will conduct and lead yoga classes for students on all instructional days during the 2025-2026 School Year falling on a Monday, Tuesday, Thursday and Friday between the hours of 7:30 am to 3:30 pm. Based on the current School Calendar this totals 124 instructional days. The School will provide Contractor with a daily schedule of classes on these days and during these times. See the attached School Calendar for current instructional days, as the same may be amended or updated the School's governing authority.
- As part of the yoga instruction and classes, Contractor will:
    - o visually assess students to determine their level of practice;
    - o assist students to achieve precise alignment;
    - o demonstrate practice and techniques;
    - o interact frequently and respectfully with students; and
    - o keep the classroom environment organized, calm and safe.
- Contractor will document student progress, prepare and submit timely assessments, end of Trimester grades and any other evaluations required by either the School or the State of Ohio.
- Contractor will attend the following professional development, teacher work days and conference days during the School Year as the requested by the School which may include:
    - o August 12, 13,14 and 15, 2025
    - o September 12, 2025
    - o November 11 and 21, 2025
    - o January 5, 2026
    - o February 13, 2026
    - o March 6, 2026
    - o May 28 and 29, 2026
- Contractor will have and maintain a current and valid Ohio substitute multi-age teaching license during the entire duration of this Agreement.
- While Contractor controls the manner in which the above services are designed and implemented, the School requests that the Contractor does so in a manner consistent with and that supports the School's mission, philosophies, values, goals, and policies toward students, parents/guardians and coworkers.

- Preferred addresses for communications are as follows:

Contractor: Fluid Yoga

Attn: Dionee Wagonner
Email:

School: The Intergenerational School – East
11327 Shaker Blvd, Suite 200E
Cleveland, OH 44104
Attn: Aziz Ahmad, Principal
Email: Aahmad@tisonline.org

Dropbox Sign

Audit trail

Title	D. Waggoner - Fluid Yoga FY26
File name	Fluid_Yoga_FY26.docx
Document ID	2b4a6411159e7c0e82127eae5eeba69a177486be
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**07 / 18 / 2025** 15:08:38 UTC	Sent for signature to Aziz Ahmad (aahmad@tisonline.org) and Dionne Waggoner (iamfluidyoga@gmail.com) from adavidsonbey@igschools.org IP: 204.110.222.64
VIEWED	**07 / 18 / 2025** 15:38:46 UTC	Viewed by Aziz Ahmad (aahmad@tisonline.org) IP: 146.75.222.95
SIGNED	**07 / 18 / 2025** 15:39:09 UTC	Signed by Aziz Ahmad (aahmad@tisonline.org) IP: 146.75.222.95
VIEWED	**07 / 19 / 2025** 19:00:24 UTC	Viewed by Dionne Waggoner (iamfluidyoga@gmail.com) IP: 76.34.200.211
SIGNED	**07 / 20 / 2025** 12:49:04 UTC	Signed by Dionne Waggoner (iamfluidyoga@gmail.com) IP: 174.207.32.126
COMPLETED	**07 / 20 / 2025** 12:49:04 UTC	The document has been completed.

Draft 06/30/25

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is by and between The Intergenerational School-East (the "School") and Nicole Lawrence ("Contractor").

WHEREAS, the School is interested in obtaining outside services related to small group literacy and math learning programs for students; and

WHEREAS, Contractor possesses the knowledge, skills and experience necessary to perform the services described herein.

NOW, THEREFORE, the parties agree as follows.

1. **Relationship Created**. It is understood and agreed that Contractor is an independent contractor and is not in any manner an agent or employee of the School. This Agreement is entered into solely so that Contractor may provide to the School the services as further detailed in the **Scope of Work** (the "**Services**"), attached and incorporated herein and made a part of this Agreement. Contractor agrees not to perform any act which would (a) jeopardize the relationship of independent contractor between the School and Contractor or (b) create a relationship other than as an independent contractor between the School and Contractor. Contractor shall conduct its business in its own name and shall exercise its independent judgment as to the work to be performed hereunder; provided that Contractor shall at all times act in a competent, efficient and professional manner in accordance with applicable industry standards and consistent with the needs and priorities of the School. Except as may be set forth in this Agreement, Contractor is not authorized or empowered to create any contract or obligation, either express or implied, extend any credit, receive any notice of any nature whatsoever, or to conduct any business whatsoever under the name of or for the account of the School or to make any promise, warranty or representation on the School's behalf. Contractor will not be entitled under this Agreement to any of the benefits that the School may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. No part of Contractor's compensation will be subject to withholding by the School for the payment of any social security, federal tax, state tax or any other employee payroll taxes.

2. **Compensation**. The School shall pay Contractor for the Services actually provided at the rate of $35.00 per hour, not to exceed a total of $35,000 during the 2025-2026 School Year unless otherwise mutually agreed upon by the parties in writing. Contractor shall submit, via email on a bi-weekly basis, a detailed invoice of the Services provided during

the immediately preceding two-week period (including hours, dates and times of performance) to the School's Principal for approval at the preferred address listed in the Scope of Work. Additional expenses will not be reimbursed without prior written approval from the School. The School shall pay fees that are due under this Agreement within thirty (30) days after receiving an undisputed invoice from Contractor for such amounts. In the event the School disputes any amounts invoiced, the parties will work together in determining amounts thereby owed.

3. **Taxes; Withholding**. Contractor acknowledges its separate responsibility for the payment or provision for payment of all taxes relating to the ownership of its assets and the operation of its business, including, without limitation, federal withholding taxes, social security taxes, worker's compensation and unemployment compensation taxes with respect to its employees, and agrees to indemnify and to hold the School harmless from any claim or liability therefor.

4. **Student Records and Access.** All student records shall be the sole and exclusive property of the School, subject to any access and copying rights as permitted by law. In the School's discretion, Contractor will have reasonable access to such documents, forms, records and other materials and information as permitted by law and as deemed necessary by the School to perform the Services and for other lawful purposes. Contractor shall at all times comply with all laws, rules and regulations regarding such records as pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA"). Contractor hereby agrees to maintain any such records bound by FERPA as confidential and further agrees to not publish, disclose, modify, or utilize any student information and shall return any such FERPA protected information upon the termination or expiration of this Agreement.

Contractor further agrees that it shall not have any unsupervised access to students at the School without first providing the School with documentation verifying it has complied with Ohio rules and requirements related to background checks for individuals providing service at an Ohio school. Additionally, in the event that the anticipated Services require Contractor to have a valid license with the Ohio State Board of Education, Contractor must provide the School with evidence such a license is valid and must immediately notify the School in the event that such license is suspended, terminated, or not renewed, or if an investigation by the state may lead to the suspension, termination or non-renewal of such license.

5. **Confidentiality.** Contractor hereby agrees that it may not publish, disclose, use, or share any information it obtains through its performance under this Agreement related to the School, except as may be specified in the attached Scope of Work. Without limiting the foregoing, both parties hereby agree to be prohibited from the disclosure or use of any

confidential information without the prior written permission of the other party. For purposes of this Agreement, “confidential information” includes but is not limited to:

1. All disclosures, information and materials, whether oral, written or otherwise provided by one party to the other for purposes of performance under this Agreement;
2. Any written or tangible information specifically marked as by one party as “confidential”, or a similar legend, including information protected by state or federal law as confidential; and
3. Any additional information that is not generally available to the public.

All such confidential information received by one party shall be returned to the other upon the termination or expiration of this Agreement.

6. **Term and Manner of Termination**. Upon execution, this Agreement shall be in effect during the 2025-2026 School Year as designated in the School Calendar attached hereto, as the same may be modified or amended at the discretion of the School . The parties may extend the term of the Agreement by mutual written agreement. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other. Should the School terminate the agreement for any reason other than gross negligence or some other violation of the terms of the Agreement, the School agrees to pay Contractor for completed Services rendered up to date of termination.

The School hereby reserves the right to terminate this Agreement immediately upon a material breach by Contractor. For purpose of this Agreement, a “material breach” by the Contractor is a (i) violation of Sections 4 or 5; or (ii) failure to meet any of the objectives, services or deliverables, as described in the Scope of Work.

7. **Insurance/Assumption of Risk**. Contractor shall at all times during the term of this Agreement and any renewal thereof maintain general and commercial liability insurance in amounts consistent with the risks related to provision of the Services and customary for Contractor’s industry. Contractor assumes all risk associated with the provision of the Services and agrees to hold School harmless from and against any and all claims, demands, losses, damages, costs, liabilities and expenses arising from Contractor’s provision of the Services.

8. **Survival of Certain Obligations**. The following sections shall survive the termination of this Agreement: Sections 2 (with respect to Services performed by Contractor prior to termination of this Agreement), 7, 8, 10, 12, and 13 hereof. Except as set forth in this

Section 8, all rights and obligations of the parties hereunder shall cease to exist upon termination of this Agreement.

9. **Severability**. In the event that any provision or term of this Agreement is found to be void or unenforceable to any extent for any reason, it is the agreed-upon intent of the parties hereto that all remaining provisions or terms of the Agreement shall remain in full force and effect to the maximum extent permitted and that the Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.

10. **Waiver**. Failure of a party at any time to enforce any provision of this Agreement or to require performance by the other party of any provision hereof shall in no way affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce its rights hereunder, nor shall it be taken to constitute a condonation or waiver by such party of that default or any other or subsequent default or breach.

11. **Governing Law**. This Agreement shall be governed by the laws of the State of Ohio, without regard to its conflict of laws principles, and both parties hereby consent to the jurisdiction of courts of competent jurisdiction sitting in Cuyahoga County, Ohio.

12. **Counterparts**. This Agreement may be executed in multiple counterparts each of which shall be deemed an original but all of which together shall constitute one and the same document, notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined. The signature of any party to any counterpart is a signature to and may be appended to any other counterpart. This Agreement may be executed by facsimile counterparts and delivered by telephonic transmittal or .pdf copies sent electronically, where each such facsimile or .pdf counterpart will be deemed to be an original for all purposes of this Agreement. A facsimile or .pdf counterpart will be binding on and enforceable against a party upon the other party's receipt of the telephonically or electronically transmitted counterpart.

13. **Entire Agreement**. This Agreement, including the attached Scope of Work, constitutes the entire understanding and agreement among the parties hereto concerning the subject matter hereof. All negotiations among the parties hereto concerning the subject matter hereof are merged into this Agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation thereto among the parties hereto other than those incorporated herein. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto.

14. **Notices**. Any notice that may be required under this Agreement and/or any deliverable identified in the of Scope of Work shall be provided to the designated preferred address as identified on the of Scope of Work.

15. **Third Parties**. Nothing expressed or implied in this Agreement is intended or shall be construed to confer on any person or entity, other than School and Contractor, and their respective successors and permitted assigns any rights hereunder.

16. **Assignability**. Without the prior written consent of the other party, any assignment of this Agreement by either party, or any assignment or delegation of any right, duty or claim of any party arising hereunder, shall be void.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the day and year first above written.

The Intergenerational School - East

By: Aziz Ahmad

Aziz Ahmad, Principal

Contractor

By: Nicole Lawrence

Nicole Lawrence

SCOPE OF WORK

- Contractor will implement, manage and effectively deliver developmentally appropriate small group literacy and math learning support programs for the School's students which reflects Contractor's knowledge and experience with conducting support programs in these fields and creating individualized goals for children.
- Contractor will plan and implement the program for students on instructional days during the 2025-2026 School Year between the hours of 8:00 am to 3:00 pm not to exceed 8 hours per day or a total of 24 hours per week. The School and Contractor will coordinate the schedule based on student need and availability with the understanding that the schedule may vary from week to week and requires flexibility to adjust to student needs. See the attached School Calendar for current instructional days, as the same may be amended or updated the School's governing authority.
- As part of the small group support program, Contractor will:
    - Collaborate with the Principal and other curriculum and intervention School personnel;
    - Provide individualized support services to students;
    - Document student progress;
    - Provide timely evaluations;
    - Create strong and respectful relationships with students; and
    - Create a calm and understanding environment for students.
- Contractor will attend the following professional development, teacher work days and conference days during the School Year as the requested by the School which may include:
    - August 12, 13,14 and 15, 2025
    - September 12, 2025
    - November 11 and 21, 2025
    - January 5, 2026
    - February 13, 2026
    - March 6, 2026
    - May 28 and 29, 2026
- Contractor will have and maintain a current and valid Ohio substitute multi-age teaching license during the entire duration of this Agreement.
- While Contractor controls the manner in which the above services are designed and implemented, the School requests that the Contractor does so in a manner

consistent with and that supports the School's mission, philosophies, values, goals, and policies toward students, parents/guardians and coworkers.

- Preferred addresses for communications are as follows:

Contractor: Nicole Lawerence
27501 Forestview Avenue
Euclid, OH 44132
Email:

School: The Intergenerational School – East
11327 Shaker Blvd, Suite 200E
Cleveland, OH 44104
Attn: Aziz Ahmad, Principal
Email: Aahmad@tisonline.org

Dropbox Sign

Audit trail

Title	N Lawrence - IC Agreement 25-26
File name	N_Lawrence_-_IC_Agreement__draft_.docx
Document ID	740bf02798a0028a2d6a3120a17b990b43395ac7
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**07 / 18 / 2025** 15:02:12 UTC	Sent for signature to Aziz Ahmad (aahmad@tisonline.org) and Nicole Lawrence (nalawrence3@gmail.com) from adavidsonbey@igschools.org IP: 204.110.222.181
VIEWED	**07 / 18 / 2025** 15:39:20 UTC	Viewed by Aziz Ahmad (aahmad@tisonline.org) IP: 146.75.222.95
SIGNED	**07 / 18 / 2025** 15:39:34 UTC	Signed by Aziz Ahmad (aahmad@tisonline.org) IP: 146.75.222.95
VIEWED	**07 / 18 / 2025** 21:40:10 UTC	Viewed by Nicole Lawrence (nalawrence3@gmail.com) IP: 174.200.72.51
SIGNED	**07 / 23 / 2025** 19:12:59 UTC	Signed by Nicole Lawrence (nalawrence3@gmail.com) IP: 174.200.80.151
COMPLETED	**07 / 23 / 2025** 19:12:59 UTC	The document has been completed.

Amergis Healthcare Staffing

This Education Master Services Agreement (hereinafter "Agreement") is entered into on this **Effective Date** July 30, 2025, by and between **The Intergenerational School** located at 11327 Shaker Blvd, Ste 200E Cleveland, Ohio 44104, referred to in this Agreement as ("Customer"), and **Amergis Healthcare Staffing, Inc.,** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2 Summit Park Dr, Suite 410, Independence, OH, 44131, United States of America referred to in this Agreement as ("Amergis"). Customer or Amergis may be referred to herein as a "Party" or jointly as the "Parties."

RECITALS

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

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

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

"Contractor" means either independent contractor(s) or legal entity(ies) being utilized by Amergis to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.

Amergis Healthcare Staffing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. TERM

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

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

ARTICLE III. NATURE AND SCOPE OF SERVICES

3.1 Scope of Services.

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

(b) Out of School Time and Off-Site School Time Educational Services. Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

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

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

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

3.4 Special Education Services. Amergis will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

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

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

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Amergis and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student's disability would allow for safe transport by Customer, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

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

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

4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

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

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

Amergis Healthcare Staffing

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

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

ARTICLE V. HIRING OF PERSONNEL

5.1 Non-Solicitation. To the extent allowed by applicable law, for a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Amergis during the term of this Agreement. Customer understands and agrees that Amergis is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Amergis in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

5.2 Conversion Fee. To the extent allowed by applicable law, with advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:

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

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

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

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

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

Invoicing E-mail:
Invoicing Contact:
Invoicing Address:

6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Amergis' preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

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

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

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

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

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

ARTICLE VII. RELATIONSHIP OF THE PARTIES

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

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

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

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

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

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

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

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

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

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

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING

Amergis Healthcare Staffing

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

(a) Sunburst. The Parties may agree to utilize Amergis' in-house workforce solution, Sunburst, by mutual written agreement ("MSP Opt-In"), after which Attachment "C" shall take effect and govern the scope of work for the managed service provider offering ("MSP"). For the purpose of this Section, email correspondence between the Parties indicating mutual intent to utilize Sunburst shall be sufficient to effectuate the MSP Opt-In. In absence of such MSP Opt-In, Attachment "C" shall not take effect.

(b) Locum Tenens division. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC ("Locum Tenens division"); or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement.

ARTICLE X. INSURANCE

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

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

ARTICLE XI. INDEMNIFICATION

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

> **(a)** bodily injury (including death) or any real or tangible property loss or damage as a direct result of Amergis' employees' negligent acts or omissions in the performance of Services under this Agreement; or
>
> **(b)** any breach by Amergis of Section 3.2 or Section 3.3.

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

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

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

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

ARTICLE XII. LIMITATION OF LIABILITY

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

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

ARTICLE XIII. DISPUTE RESOLUTION

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

13.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

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

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

14.1 Confidentiality.

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

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

Amergis Healthcare Staffing

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

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

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

14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Amergis customers, so as to be non-specific to any individual Customer.

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

ARTICLE XV. TERMINATION

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

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

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

ARTICLE XVI. GENERAL TERMS

16.1 Non-discrimination. Neither Amergis nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

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

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

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

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

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

The Intergenerational School 11327 Shaker Blvd, Ste 200E, Cleveland Ohio 44104	Amergis Healthcare Staffing, Inc. 7223 Lee DeForest Drive Columbia, MD 21046 ATTN: Contracts Department Email copy to: contracts@amergis.com
ATTN: Aaron Davidson Bey	COPY TO: Amergis Healthcare Staffing, Inc. 2 Summit Park Dr, Suite 410, Independence, OH, 44131, United States of America ATTN: David Akin

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

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

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

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

Amergis Healthcare Staffing

Customer and Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

THE INTERGENERATIONAL SCHOOL	AMERGIS HEALTHCARE STAFFING, INC.:
Signature of Authorized Representative	Signature of Authorized Representative
Printed Name	Printed Name
Title	Title
Date	Date

Amergis Healthcare Staffing

STATEMENT OF WORK
ATTACHMENT "A"

1. **Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer's request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

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

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

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

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

Amergis Healthcare Staffing

Positions	Rate $ (per hour)
BCBA	$100.00
Behavior Tech	$40.00
Occupational Therapist School	$80.00
OTA	$55.00
PTA	$55.00
Physical Therapist School	$80.00
School Aide	$35.00
Teacher	$50.00
Social Worker Schools	$55.00
Intervention Specialist	$70.00
Counselor	$55.00
School Psychologist	$100.00
SLP	$90.00
LPN	$55.00
RN	$65.00
RBT	$50.00

6.

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

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

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

9. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Amergis Healthcare Staffing

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

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

12. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

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

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

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

15. **Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.

16. **On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the "On-Call Hourly Rate" as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.

17. **Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.

Amergis Healthcare Staffing

ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

a. **School Health Services, Related Services, and Special Education Personnel Requirements**. Amergis will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment "A" who meet the following criteria, if the role involves the provision of health and mental health services. These roles include, but are not limited to: RN Certified Nurse, RN, LVN/LPN, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amergis will:

- **a.** Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
- **b.** Verify current license, registration, or certification for the Services to be provided, if applicable to role;
- **c.** Verify skills checklist of competencies for the position and exam;
- **d.** Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
- **e.** Verify relevant professional and specialty experience, as requested by Customer;
- **f.** Confirm Personnel are authorized to work;
- **g.** Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.

b. **Education Personnel Requirements**. Amergis will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amergis will:

- **a.** Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
- **b.** Receive proof of previous employment;
- **c.** Verify, license, certification or certification, if applicable to the role;
- **d.** Verify relevant professional and specialty expertise as requested by Customer;
- **e.** Confirm Personnel are authorized to work;
- **f.** Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.

c. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.

Attachment "C"
Workforce Solution Addendum

This Workforce Solution Addendum ("Addendum") takes effect as of the date of the MSP Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

a. **Scope of Services.** Customer wishes to utilize Amergis Healthcare Staffing, Inc.'s workforce solution, Sunburst ("MSP"), to centralize and consolidate the management services of its temporary school-based professionals ("Contract Workers"). Customer agrees that all providers of temporary staffing services ("Staffing Suppliers") inquiring to provide healthcare-related, school-based staffing services ("Staffing Services") to Customer will be overseen by MSP. Customer shall notify incumbent Staffing Suppliers 1) to work with MSP to obtain necessary program information and onboarding documentation from MSP; and 2) that all communication regarding day-to-day activity and will be conducted between MSP and Customer. MSP will establish a program management team consisting of MSP personnel to be Customer's central point for all matters relating to Customer's staffing needs.

b. **MSP Services.** The MSP Services provided by MSP to Customer will generally consist of:

1. Identifying strategic Staffing Suppliers for Customer's educational, healthcare and administrative staffing needs;
2. Contracting with Staffing Suppliers;
3. Providing a web-based application software program ("System") to automate the process by which Contract Workers are requisitioned from Staffing Suppliers;
4. Onboarding Contract Workers and providing assignment details;
5. Coordinating with Customer regarding Staffing Suppliers;
6. Verifying each Staffing Supplier has uploaded onboarding documentation;
7. Maintaining accurate and complete statuses; and
8. Validating submission of electronic timecards.

c. **Purchasing Agent.** MSP will act as Customer's purchasing agent. As Customer's purchasing agent, MSP will enter into Staffing Supplier Agreements with Staffing Suppliers to Provide to Staffing Services to Customer under terms that are substantially the same as those in the Education Master Services Agreement.

d. **Onboarding and Orientation.** MSP will participate in a review of all Staffing Supplier work progress and satisfaction of any onboarding and orientation requirements set forth in the Education Master Services Agreement, which may be updated/modified by Customer in the System.

e. **Rates.** Charges will be based on a Customer approved hourly bill rate at the time an order for Contract Worker(s)

Amergis Healthcare Staffing

is posted via the System. Bill rates are subject to change at time of order posting based on Customer Approval. Customer and MSP reserve the right to add additional modalities/positions if needed and agreed upon. All orders for Contract Workers will be submitted through the System.

f. **Incident Reporting.** Customer agrees to notify MSP of any incident involving Contract Workers within forty-eight (48) hours of its occurrence. Customer agrees to provide MSP with documentation of any investigation conducted related to Contract Workers and/or the Staffing Services.

g. **Consolidated Invoices.** All Staffing Supplier invoices are consolidated as a part the MSP Services. MSP will issue consolidated invoices to Customer on a weekly basis (or on a less frequent basis if requested by Customer). Customer will remit payment for uncontested invoices in a timeframe consistent with the Education Master Services Agreement.

h. **Taxes.** Bill Rates do not include any applicable Transaction Taxes. Customer is responsible for any applicable Transaction Taxes and, if applicable, shall pay or reimburse MSP for Transaction Taxes as a result of, relating to, or in connection with this Addendum (including with respect to Transaction Taxes required to be forwarded by MSP to Staffing Suppliers in connection with their provision of Staffing Services). If Customer provides MSP with a tax exemption certificate in accordance with local laws that covers the MSP Services provided by MSP, MSP will not collect Transaction Taxes if the tax exemption certificate is valid. The rates paid to Suppliers for Travel Personnel include amounts to reimburse Suppliers for Travel-Expense Payments made to Travel Personnel. Suppliers shall provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

i. **MSP Fee.** MSP will provide MSP Services at no direct cost to Customer. MSP's administrative fee for MSP Services will be funded by participating Staffing Suppliers.

j. **Aggregate Statistical Usage.** Customer acknowledges and agrees that MSP will collect data related to the performance of the Staffing Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Customer acknowledges and agrees that MSP shall have the perpetual right to use and disclose the data collected relating to the Services, in any manner, as long as any data collected is done on an aggregate basis, with Customer's data aggregated so as to be non-specific to Customer or including any personally identifiable information of an individual.

Memorandum of Understanding Between
COLLEGE NOW GREATER CLEVELAND
And
NEAR WEST INTERGENERATIONAL SCHOOL

I. Background

College Now Greater Cleveland, Inc (COLLEGE NOW) is a 501(c)(3) currently located in Cleveland, Ohio and serves as the fiscal agent for Say Yes Cleveland Operations, Inc. (SY CLEVELAND). SY CLEVELAND is a 501(c)(3) currently located in Cleveland, Ohio whose mission is to partner with Near West Intergenerational School (NEAR WEST) to improve Cleveland's economy, neighborhoods, and workforce over the coming generations by bringing together, mobilizing, and targeting community resources to address postsecondary affordability and help students overcome the significant challenges associated with multigenerational poverty. SY CLEVELAND addresses postsecondary affordability by a tuition scholarship available to every eligible NEAR WEST high school graduate to attend a public four-year or two-year institution or accredited training program. SY CLEVELAND provides support services to students from Pre-K through high school graduation to assist students in overcoming the challenges of multigenerational poverty.

II. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly define the roles and responsibilities of COLLEGE NOW, SY CLEVELAND and NEAR WEST (collectively the "PARTIES"). This MOU is intended to provide a written pledge of collaboration between the PARTIES. The following definitions apply to the entirety of the document:

- NEAR WEST will refer to Near West Intergenerational School, located at 3805 Terrett Ave, Cleveland, OH 44113 and staff.
- SUPPORT SERVICES are any services, including, but not limited to, academic, legal, mental health, food, disability, and housing services. SY CLEVELAND Family Support Specialist staff (FSS) will provide support services or referrals to other government and community agencies as necessary to meet a student or family's basic needs and keep students learning.
- DATA includes any student information such as demographic information, grades, grade level, cohort year, and FAFSA.

III. Terms & Agreement

A. COLLEGE NOW Responsibilities under this MOU

1. COLLEGE NOW will serve as the fiscal agent for SY CLEVELAND, including sending an invoice to NEAR WEST for services provided and collecting payment from NEAR WEST under this MOU.

B. SY CLEVELAND Responsibilities under this MOU

1. SY CLEVELAND will provide highly trained and competent FSS to facilitate SUPPORT SERVICES.
2. SY CLEVELAND will ensure all FSS will have undergone a drug and background screening at the time of hire.
3. SY CLEVELAND will provide all FSS with appropriate supplies and equipment to perform their work responsibilities.
4. SY CLEVELAND FSS will work collaboratively with NEAR WEST staff in the NEAR WEST school building in which they are placed to identify students and families in need of SUPPORT SERVICES.
5. SY CLEVELAND FSS will make referrals to the appropriate government and community agencies to provide students and families with SUPPORT SERVICES and follow-up as necessary.
6. SY CLEVELAND FSS will track referrals and follow ups using an online system called the Post-Secondary Planning System (PPS).
7. SY CLEVELAND will provide service reports upon request by NEAR WEST.
8. SY CLEVELAND will provide a Computer Security Authorization form and background check for the FSS assigned to NEAR WEST so that they may be granted NEAR WEST email addresses and network logins.

9. SY CLEVELAND will adhere to all FERPA requirements and guidelines. Please see attached "What Is FERPA?" for details.
10. SY CLEVELAND will provide a document outlining the work schedule and expectations of an FSS, and supervisory contact information the FSS. Please see attached "Expectations" document for details.

C. NEAR WEST Responsibilities under this MOU

1. NEAR WEST will provide adequate working space and internet access for a FSS's use before the first day the FSS reports to the designated NEAR WEST school.
2. NEAR WEST will provide access to a copy machine in all designated schools where FSS are located to be used only in the servicing of students' needs.
3. NEAR WEST will publicize SY CLEVELAND services at every school where there is a SY CLEVELAND FSS and make all reasonable attempts to ensure access to students during school hours.
4. NEAR WEST school staff will allow both one-on-one and classroom access to students for SY CLEVELAND related activities.
5. NEAR WEST will transmit student-level FAFSA completion data from the Ohio FAFSA Data Portal to SY CLEVELAND as requested.
6. NEAR WEST will grant SY CLEVELAND IT and data services staff district administrative access to view the following data:
    - Student enrollment, grades, and contact information. These will be uploaded into PPS.

D. Mandated Reporter Responsibilities

COLLEGE NOW and SY CLEVELAND agree to report to NEAR WEST school authorities any suspected child abuse or neglect as these terms are defined under Ohio Revised Code 2151.03 that jeopardizes the physical and/or emotional well-being of a student.

E. Indemnification and Hold Harmless

Each party agrees to be responsible for any personal injury or property damage caused by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. Each party reserves the right to use counsel of their own choosing, each at its own expense, with regard to any such claim for which indemnification and defense is sought. This indemnification obligation will survive the term of this MOU.

F. Independent Contractor

COLLEGE NOW and NEAR WEST acknowledge and agree that COLLEGE NOW is an independent contractor and has no authority to bind NEAR WEST or otherwise act as a representative of NEAR WEST. COLLEGE NOW and SY CLEVELAND will retain the right to exercise full control and supervision over its employees, compensation, and discharge, and agrees to be solely responsible for all matters relating to its employees, including, but not limited to, compliance with social security, withholding, workers' compensation, and all other regulations governing such employment matters.

G. COLLEGE NOW, SY CLEVELAND and NEAR WEST Contacts

COLLEGE NOW	SY CLEVELAND	NEAR WEST
Alenka Winslett Chief Operating Officer 216-241-5587 awinslett@collegenowgc.org	**Catherine Tkachyk** Interim Executive Director 216-513-3928 ctkachyk@sayyescleveland.org	**Brooke King, MNO** Chief Executive Officer & Executive Director
Mark Magyar Chief Financial Officer 216-241-5587 mmagyar@collegenowgc.org	**Sharese Ryan** Director of Student and Family Services 216-273-6350 sryan@sayyescleveland.org	
COLLEGE NOW Tax ID Number: 34-6580096	**Aletha Kern** Director of IT and Data Management 216-334-9520 akern@sayyescleveland.org	

H. Terms and Payment

This MOU takes effect on **July 1, 2025** and ends on **June 30, 2026.** NEAR WEST agrees to pay COLLEGE NOW as fiscal agent for SY CLEVELAND the sum of thirty one thousand one hundred fifty dollars ($31,150). An invoice will be issued on July 15, 2025, with payment due within 30 days of invoice receipt. Checks should be made payable to College Now Greater Cleveland, Inc. and mailed to COLLEGE NOW at **Post Office Plaza, 1500 West 3rd Street, Suite 125, Cleveland, OH 44113.**

I. Effective Date and Signatures

This MOU will be in effect upon the signatures of the organizations' authorized officials. Agreement is indicated by signatures and date below:

Alenka Winslett	COO		
COLLEGE NOW Authorizing Official	Title	NEAR WEST Authorizing Official	Title
Signature	Date	Signature	Date

What Is FERPA?

The Family Educational Rights and Privacy Act (FERPA) {20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students." Full text of FERPA is located here: http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html.

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. **However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31}:**
  - School officials with legitimate educational interest;
  - Other schools to which a student is transferring;
  - Specified officials for audit or evaluation purposes;
  - **Appropriate parties in connection with financial aid to a student;**
  - Organizations conducting certain studies for or on behalf of the school;
  - Accrediting organizations;
  - To comply with a judicial order or lawfully issued subpoena;
  - Appropriate officials in cases of health and safety emergencies; and
  - State and local authorities, within a juvenile justice system, pursuant to specific State law.

SY CLEVELAND and FERPA

We are very pleased to provide services at NEAR WEST schools this year. We value our relationship and the opportunity to serve your families and are grateful for the confidence you place in us. Part of the SY CLEVELAND FSS's job is to track in a web-based student database all the services provided to the students within a school. As you may imagine, this is a large part of the job and can require a fair amount of time. It is necessary however, for several reasons:

- SY CLEVELAND is a community collaborative that relies on grant and donor funding for a large part of our budget. As a result, we need to report to our funders aggregate (not student-level) data about our work.
- SY CLEVELAND continually works to improve services, achieve outcomes, and maximize effort at the lowest cost using collected data from our services.
- The ability to reduce data entry time increases our ability to serve more students and families.
- Upon request, SY CLEVELAND will provide a report about our work in each school building. Data allows us to provide a more comprehensive analysis of FSS services.

Per the legislative text above, SY CLEVELAND is a qualifying organization to receive, transmit, and securely handle your student-level data. If you have any questions, please contact SY CLEVELAND's Director of IT and Data Management, Aletha Kern, at akern@sayyescleveland.org.

Say Yes! Cleveland

Say Yes Family Support Specialists Expectations

The Say Yes Family Support Specialist model is strongest when the FSS works in partnership with the principal, teachers and staff at a school. To help in that process, Say Yes has put together this document to outline what each school can expect of their work with Say Yes. Many of the ideas/programs outlined in this document are meant to serve as examples and provide ideas where we have seen success.

Work Schedule

- FSS should arrive to the school at least 15 minutes before school breakfast begins & stay through dismissal
- Say Yes observes the following holidays during the year
  - New Year's Day
  - Martin Luther King Jr. Day
  - President's Day
  - Good Friday
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Fall Break
  - Veterans' Day
  - Thanksgiving (W-F)
  - Christmas Eve
  - Christmas Day
  - New Year's Eve
- For planned school days off where the building is closed, FSS are expected to work remotely (ex. Spring Break). If schools are closed for inclement weather, FSS will receive the day off.
- If the building remains open for staff, FSS are expected to work at the school (ex. Professional Development Days)
- While we do not expect principals and other school administration to track the attendance or work efforts of FSS directly, we have found the most success when principals and Say Yes work in partnership on the efforts. At the end of this document there is contact information for reporting issues to us as they arise will help to ensure the best service to schools.
- Summer hours and work locations may differ and will be communicated separately

Identifying Students/Families in Need

FSS can aid any family or child within the school. However, the Say Yes model aims to identify those families and children in need and address those needs. Those families and students are identified in the following ways:

- ***Survey Completion:*** Say Yes has online surveys for families, students, and staff to fill out. Surveys are open all year long, however this is a push at the beginning of the school year (survey season) to help identify those students and families in need. During survey season, expect regular communication from your FSS and other Say Yes staff regarding completing the surveys. FSS can also pull a report at any time to show the number of survey's completed by parents, students and staff.
- ***SST Meetings:*** At many schools, FSS participate in the weekly SST meetings understand the students that may need assistance. From there, the FSS can connect directly with the student. Or the FSS can recommend programs and resources that may be available for other partners to use.
- ***Teacher/Staff/Administration Direct Referrals:*** While surveys help capture referrals, all staff at a school can directly refer a family or student to an FSS for follow-up. The FSS may ask some

clarifying questions to help identify what may be needed. But the FSS should also follow-up with the student or family directly.

- ***DCFS Involvement:*** DCFS provides Say Yes with notification of students in foster care that are attending CMSD and partner charter schools. The FSS will connect directly with the DCFS case worker regarding any concerns or supports needed for the student while he or she is in custody. FSS are also considered state mandated reporters. If an FSS has reason to suspect abuse or neglect, a report will be made to DCFS.
- ***Family/Student Engagement:*** One of the best ways for FSS to identify families and students in need is to engage with them. The FSS should be available during school arrival and dismissal to connect with students and families. They should also participate in school events and gatherings to build the relationships among the families within the school.
- ***Care Closet:*** Each FSS has access to basic supplies and clothing through the Care Closet. The purpose of the Care Closet is to provide students with what they need to get through the day. It also helps in building trust and helping FSS to identify those children in regular need.

Family Support Specialist Work Efforts

The goal of the FSS is to remove barriers for students to allow them to focus on getting their education. There are a variety of ways FSS can work with your team to accomplish these goals. Below is a list of a few tasks you can expect from an FSS assigned to your school. This is not meant to be an extensive list, but rather provide you with examples and ideas of ways they can help. The specific priorities and focus areas will be based on the needs of your school.

- ***Referrals:*** One of the primary ways FSS remove barriers is by connecting families to resources through the referral process. FSS have access to a list of non-profit and other potential partners that they can connect families to provide services. A few examples of programs and resources FSS can connect to are listed below. However, this is not an exhaustive list, there are many other programs and services families can connect to through their FSS:
  - Basic Needs
    - Shoes, clothes & other basic needs through the Care Closet
    - Food Insecurity
    - Utility Assistance
    - Housing Assistance
  - Mental Health Supports
    - School based services
    - Out of school services
  - Academic Challenges
    - Tutoring Support
    - Homework help
- ***Outreach to Families:*** FSS can assist school administrators to connect with families where students are falling behind. The FSS should aim to connect with the family and determine if there are programs or assistance that will help the student stay on track. With additional data supplied by the school, here are some examples of areas where an FSS can assist principals:

Say Yes! Cleveland

Say Yes Family Support Specialists Expectations

- Making phone calls to families of students that have attendance issues in partnership with the Dean, Campus Coordinator, or individual identified by the principal
  - Accompany school administrator to conduct a home visit when a student is chronically absent
  - Make calls to families of students in need of credit recovery
- ***In-School and Community Events:*** FSS can use the data within the PPS system and their regular connection with students to help identify patterns of need within the school and community. Then, work with the school staff to establish and support in school and community events that support those needs. Below are a few brief examples of where this work has been successful
  - Health Fair – An FSS took the lead on establishing an Annual Community Fair at the school in partnership with the Cleveland Clinic, CMSD, and other community partners. The objectives of the fair are: 1) Increasing health awareness and disease prevention for CMSD families, providing health screenings, information sessions, education information, CPR classes and related activities; 2) Motivate participants to make positive health behavior changes; 3) Teach self-care practices. In 2024, over 360 people attended the fair.
  - College Signing Day – An FSS established a College Signing Day to honor and congratulate the graduating class. As part of the event, the graduating/participating seniors announce their post-secondary plans and the Pan National Pan Hellenic Council of Cleveland (Divine Nine) provide encouraging words to scholars and step or stroll for the student body. The purpose of the event is to increase awareness and excitement around attending college.
  - Produce Markets – Produce Markets are run monthly in partnership with The Greater Cleveland Food Bank. They are open to the students and families of the school and the community. FSS can help coordinate the logistics, report on data, and help run the markets.

What a Family Support Specialist shouldn't do

The specific role of an FSS within your school should be created in partnership with you based on the needs of your students and families. There may be items on this list that do not apply to each situation & that is ok. There also may be items not listed here that will help your building run smoothly and remove barriers for students. However, there are a few things that we ask you to avoid when it comes to identifying ways the FSS can help. They include:

- ***Disciplinary issues:*** The Say Yes Cleveland model is built on FSS creating trust with students. Having an FSS be put in a position to discipline students lowers that trust. That is why we ask that you not put the FSS in a position to be the sole adult voice in a room, such as covering lunch duty individually.
- ***Classroom coverage:*** FSS are not certified to be in a classroom and should not be serving as a substitute. Additionally, while they are serving as a substitute, it limits their ability to assist all children throughout the building for a day.

Say Yes! Cleveland

Say Yes Family Support Specialists Expectations

- ***Physical Intervention:*** FSS are not certified in de-escalation or physical restraint techniques. In the event of a fight or physical altercation, FSS should immediately contact security and allow trained personnel to manage the situation.

Promoting Strong School-Family Support Specialist Partnerships

Say Yes Cleveland is committed to ensuring that FSS are a valuable asset to the schools they serve. Managing that partnership is done collaboratively with CMSD and our partner charter schools. In this document we outline expectations for FSS, including examples of appropriate roles and responsibilities within schools. We recognize, however, that each school environment is unique, and not every situation will align perfectly. That's why we are committed to ongoing collaboration with Principals to identify opportunities, address concerns, and support the success of FSS. If you are experiencing challenges related to the FSS role or implementation at your school, please reach out to your FSS's supervisor.

- Supervisor – TBD, Say Yes will hire for supervisor roles over the summer and will provide an update on specific supervisors once that process is completed.
- Sharese Ryan; Family Support Specialist Director; SRyan@sayyescleveland.org
- Catherine Tkachyk; Interim Executive Director; CTkachyk@sayyescleveland.org

Coversheet

Open Purchase Orders

Section: V. Consent Agenda
Item: E. Open Purchase Orders
Purpose:
Submitted by:
Related Material: Open PO for 25-26.pdf

25-26 Open POs needed				
TIS-East			Near West	
Vendor	Amount		Vendor	Amount
Cleveland Hearing & Speech	$ 45,000		Cleaveland Hearing & Speech	$ 60,000
Total Education Services	$ 141,500		Total Education Services	$ 132,000
ESCLEW Sponsor Fee	$ 68,000		CMSD Sponsor Fee	$ 69,000
ComDoc/Xerox	$ 30,000		ComDoc/Xerox	$ 30,000
Nicola, Gudbranson & Cooper	$ 10,000		Nicola, Gudbranson & Cooper	$ 10,000
Mangen & Associates	$ 67,830		Mangen & Associates	$ 67,830
Arlene's Cuisine	$ 129,000		Arlene's Cuisine	$ 119,000
Good Egg/Foley Services	$ 200		Good Egg/Foley Services	$ 200
FIT	$ 70,000		FIT	$ 70,000
Ohio Connections (Field Trips)	$ 5,000		Ohio Connections (Field Trips)	$ 5,000
Harrington Electric	$ 1,000		WB Mason	$ 500
Westland	$ 2,000		Harrington Electric	$ 1,000
Inspector Insector	$ 660		Westland	$ 2,000
Higley	$ 1,000		Inspector Insector	$ 660
TH Martin	N/A		Higley	$ 1,000
Jan Pro	N/A		TH Martin	$ 1,000
NEOSES	$ 2,500		Jan Pro	$ 52,800
Independence Business Supply	$ 4,999		NEOSES	$ 2,500
Valtech-Internet & Phone	$65,000		Independence Business Supply	$ 4,999
Verizon	$15,000		Valtech-Internet & Phone	$40,000
			Verizon	$8,000

Coversheet

Update and Reminders

Section:	VI. Fundraising Report
Item:	A. Update and Reminders
Purpose:	FYI
Submitted by:	
Related Material:	EOY Development Report.docx

Intergenerational
SCHOOLS

Office of Advancement End of the Year Report – FY24
As of July 31, 2025

Recent Activities for the Advancement Office:

1. I officially started on July 7th. I emailed all the board members to schedule an introduction meeting. To date I have met with 7 board members and look forward to speaking with all board members in the upcoming weeks.
2. I have submitted a draft of the 2025-2026 Advancement Office Goals. I will work with Brooke to finalize asap.
3. Kallya and I conducted a site visit of the new Cleveland Public Library MLK Branch as a possible location for The Intergenerational Schools 25th Birthday Bash.
4. A 25th Birthday Bash timeline has also been created.
5. I have spent a considerable amount of time reviewing Bloomerang.

Grants and Donations: $512,473.73

Grants: $482,085.00

Perkins Malo Hunter Foundation	$200,000
Sauerland Family Foundation	$115,000
The City Fund	$ 50,000
Ohio: Office of Budget and Mgmt	$ 40,000
Ohio: Office of Budget and Mgmt	$ 40,000
The Stocker Foundation	$ 15,000
Ohio Safety	$ 9,585
McMaster-Carr Supply Company	$ 7,500
Ohio: Office of Budget and Mgmt	$ 2,500
Ohio: Office of Budget and Mgmt	$ 2,500

Donations: $30,388.73

In-Kind	$ 9,650
Donors	$ 20,738.73

Core Value:
Shared & Responsible Use of Resources
By this we mean:

- **We are not wasteful.**
- **We expect everyone to be a steward of our public and private resources.**
- **We are committed to providing what our learning communities need and to long-term sustainability.**
- **We are vigilant in developing, utilizing, and accounting for our human and financial resources.**

Coversheet

Board Expectation Form

Section:	VII. Governance
Item:	B. Board Expectation Form
Purpose:	FYI
Submitted by:	
Related Material:	FY26 Acknowledgement of School Board Expectations 1.docx

THE Intergenerational SCHOOLS
A COMMUNITY OF LIFELONG LEARNERS

SCHOOL BOARD OF DIRECTORS EXPECTATIONS AND RESPONSIBILITIES 2025-2026 SCHOOL YEAR

(Revised and Approved 2/21/24, Amended 8/6/25)

1. **COMMIT.** Directors commit to understand, support, and review the mission, vision, and values of The Intergenerational Schools, comprised of The Intergenerational School-East, Near West Intergenerational School and Lakeshore Intergenerational School (referred to individually as the "School" and collectively as the "Intergens"). Directors are responsible for ensuring that the School achieves its academic goals, that the School's programs and operations are faithful to the terms of its Code of Regulations and sponsor requirements, and that the School is a fiscally sound and viable organization.

2. **ATTEND.** Directors are expected to attend, in person, all regularly scheduled and special meetings of the School's Board of Directors ("Board") and, at a minimum, must attend at least **80% of regularly scheduled Board meetings** throughout the year. To meet sponsor metrics, Directors will strive to attend 90% of regularly scheduled Board meeting. Each Director will serve on at least one Advisory Council, Task Force or Committee and will actively take part in a minimum of 80% of that group's meetings. Directors also are expected to attend Board retreats and organizational planning sessions that may occur from time to time during the year. In addition, during the School Year, each Director is expected to make at least two visits to each School for which they serve on the Board. These visits can include attending School events or visiting the School during the regular school day.

3. **PARTICIPATE.** Directors are asked to make a meaningful commitment to the ongoing governance, strategic and fiduciary oversight of the Intergens. They may accomplish this by:

   - Staying informed and reviewing Board materials BEFORE meetings.
   - Asking questions and requesting information as needed.
   - Participating in discussions and taking responsibility for voting decisions.
   - Engaging fully in setting policies that support the stability and vitality of the Intergens.

To this end, Directors must complete all required trainings, including, but not limited to, all required Ohio Sunshine Law trainings. Directors also are asked to participate in the annual planning processes of their School and approve organization and accountability plans that include concrete, measurable goals consistent with the mission, vision, and values of the School. In addition, Directors are asked to fully participate in any strategic planning process and approve a strategic plan as necessitated by the needs of their School and the process.

4. **MANAGE.** Directors will be asked to approve an annual budget for the School and monitor budget performance through periodic financial reports and audits prepared and/or conducted by the School's Treasurer. Directors also will approve personnel and other School actions, policies and procedures as needed. To this end, Directors will (i) oversee School programs and services for consistency with the mission and sponsorship contract of the School, (ii) set annual, attainable

Board and leadership team level goals,(iii) monitor progress in achieving outcomes and goals, and (iv) assess the quality of programs and services relative to established criteria.

5. **RESPECT.** At all times, Directors will follow applicable laws and regulations that pertain to nonprofit public charter schools including, sponsor requirements, Ohio Sunshine Laws, Open Meetings Acts, and Public Records requirements. Directors will proactively disclose any real or potential conflicts of interest, follow the Code of Regulations, and accept the will of the Board after a vote (even if voting in the minority). The Board only acts as a whole body, not as a collection of individual constituencies.

6. **SUPPORT.** Directors will support the work of the Executive Director by: (i) understanding the components of the Executive Director's job description; (ii) openly communicating with the Executive Director; (iii) providing constructive feedback on concrete measurable goals; (iv) participating in an annual performance review process; and (v) reviewing succession planning and participating in the search process if needed.

7. **CONTRIBUTE.** Each Director commits to make an annual financial gift to the Intergens at a level that is personally meaningful. Directors are also expected to develop funding support for the School by facilitating connections to and meeting with fund-raising prospects, providing testimonials, and thanking donors in furtherance of development plans, goals and targets developed and implemented in conjunction with Intergenerational Cleveland. Specifically, Directors are expected to take part and attend all fundraising events and at least one school event per year.

8. **ADVOCATE.** Directors will be active advocates for the Intergens, and should become familiar with, and advocate in support and on behalf of the schools, programs, mission, and vision. Directors will champion the School's mission and will be a positive and active ambassador in the community. Directors will speak knowledgably and as one voice for the School.

9. **CULTIVATE.** With advice from the Governance Advisory Council or Board Chair, and in conjunction with Intergenerational Cleveland, Directors will assist in: (i) defining and assessing Board membership needs in terms of skill, experience, and diversity; (ii) the cultivation and recruiting of prospective nominees; (iii) providing support of new member orientation; and (iv) the annual evaluation of the full Board and individual members. Directors also should cultivate and recruit potential donors, volunteers (including potential Directors and/or Advisory Council members) and other partners to support the Schools. Annually, each Director has a goal of providing at least 5 "warm" introductions to individuals in their networks who may be interested in supporting the School and scheduling at least one person new to the School to participate in, tour, or attend a School or fundraising event.

Acknowledgment

I understand and acknowledge that as a member of the Board of Directors I will be held accountable to the expectations above on a consistent basis, and I pledge to fulfill them to the best of my ability.

______________________________ ______________________________

Print Name Signature and Date

Dropbox Sign

Audit trail

Title	Acknowledgement of School Board Expectations - Feb 2024
File name	IGS_-_Governing_A...b 2024 Final.docx
Document ID	b65c92f12ae515fd9aa73c747ef6f71b7c3074a2
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**02 / 26 / 2024** 15:29:33 UTC	Sent for signature to Robert Nicolay (bobnicolay@gmail.com) from acascio@igschools.org IP: 174.100.164.29
VIEWED	**02 / 26 / 2024** 15:34:43 UTC	Viewed by Robert Nicolay (bobnicolay@gmail.com) IP: 23.244.101.139
SIGNED	**02 / 26 / 2024** 15:35:08 UTC	Signed by Robert Nicolay (bobnicolay@gmail.com) IP: 23.244.101.139
COMPLETED	**02 / 26 / 2024** 15:35:08 UTC	The document has been completed.

Coversheet

Approval of New Policy

Section:	VII. Governance
Item:	C. Approval of New Policy
Purpose:	
Submitted by:	
Related Material:	Virtual Meeting Policy.pdf

Intergenerational
SCHOOLS

VIRTUAL MEETING AND HEARING POLICY

The members of the Board of Directors (the “Board”) may hold and attend meetings and may conduct and attend hearings by means of video conference or any other similar electronic technology so long as the Board complies with the requirements of this policy.

Meeting is defined as any prearranged discussion of the public business of the public body by a majority of its members.

Hearing is defined as an administrative hearing, hearing as defined in section 119.01 of the Revised Code, or other hearing at which a person may present written or oral testimony on a matter before the public body.

Attendance and Voting

Any Board member who plans to attend a meeting virtually shall notify the chairperson not less than 48 hours before the meeting, unless there is an emergency. Emergency is defined as an unexpected, urgent situation that requires a Board member to be absent, typically related to a serious personal or family health issue, a critical home or vehicle matter, or a natural disaster, which necessitates their immediate attention and cannot be planned for in advance.

If a meeting or hearing is held virtually, any resolution, rule, or formal action of any kind has the same effect as if it occurred during an open meeting or hearing of the Board. Board members who attend meetings or hearings virtually shall be considered present as if they had attended the meeting or hearing in-person. A Board member who attends virtually is permitted to vote and shall be counted for purposes of determining whether a quorum is present at the meeting or hearing.

All votes taken in the meeting or hearing shall be taken by roll call vote unless there is a motion for unanimous consent and a Board member does not object. If a vote is taken unanimously, the Board shall provide the public with information on how the members of the Board voted, including those who abstained from voting.

Prohibitions Against Virtual Meetings and Hearings

The Board is not permitted to hold, and no member of the Board may attend meetings or conduct and attend hearings virtually if any of the following apply:

1. The meeting or hearing involves a vote to approve a major nonroutine expenditure. A major nonroutine expenditure is defined as an infrequent or extraordinary expense that exceeds fifty thousand dollars ($50,000).

2. The meeting or hearing involves a vote to approve a significant hiring decision. A significant hiring decision is defined as a decision to hire a superintendent, or principal/head of school.
3. The meeting or hearing involves a purpose to propose, approve, or vote on a tax issue or tax increase.

4. Excluding expense reimbursements to members for actual expenses incurred while fulfilling their duties, the members of the Board are compensated for their position as members of the public body, except when members are participating in a multi-party meeting if the multi-party meeting does not involve a vote to approve a major nonroutine expenditure or significant hiring decision or involve a purpose to propose, approve, or vote on a tax issue or tax increase.

5. The members of the Board are elected by vote of the general public to their positions as members, except when members are participating in a multi-party meeting if the multi-party meeting does not involve a vote to approve a major nonroutine expenditure or significant hiring decision or involve a purpose to propose, approve, or vote on a tax issue or tax increase.

The Board shall not hold a hearing, and members of the Board shall not attend a hearing, by means of video conference or other similar electronic technology without the consent of all parties to the hearing.

Additionally, the Board will not hold a virtual meeting if, at least 48 hours before the meeting, the greater of at least ten per cent of the members of the Board or two Board members notified the chairperson that an item on the agenda must be acted upon in person and the chairperson has acknowledged receipt of the notice.

Notification of the Meeting or Hearing

Except in the event of an emergency requiring immediate official action, the Board shall notify the public, the media that have requested notification of a meeting, and those who are entitled to notice of a hearing at least 72 hours in advance by reasonable methods so the time, location, agenda, and the manner by which the meeting or hearing will be conducted can be determined. An emergency requiring official action is defined as an unexpected situation or sudden occurrence of serious nature that requires prompt action. In the event of an emergency, the Board shall immediately notify the news media that have requested notification or the parties requested to be notified of a hearing of the time, place, and purpose of the meeting or hearing.

Public Access

The Board shall provide the public access to a meeting or hearing that the public would otherwise be entitled to attend, commensurate with the method in which the meeting or hearing is being conducted. Public access will not be granted for executive sessions or any other instance where the public may be lawfully excluded. During the meeting or hearing, the Board must ensure that the public can observe and hear the discussions and deliberations of all Board members, whether the member is participating in-person or virtually. If attending virtually, Board members must keep their cameras on at all times and be visible for the entirety of the meeting or hearing.

Coversheet

Goals 1 & 2 Updated Strategic Plan-priorities for 25-26

Section: VIII. Education Advisory Group
Item: B. Goals 1 & 2 Updated Strategic Plan-priorities for 25-26
Purpose: FYI
Submitted by:
Related Material: 25-26 Strategic Plan Goal 1 Condensed.docx
25-26 Strategic Plan Goal 2 Condensed.docx
25-26 Strategic Plan Goal 3 Condensed.docx

Goal 1: Every **student** will experience a **high-quality developmental multi-age** education in a **social and emotionally safe** environment centered on **intergenerational learning** opportunities.

3 Priorities: social/emotional, foundations of the IG model, instructional improvement through student data analysis in collaborative teams

Board Outcome: NWEA assessments Fall to Spring show school-wide growth at **50< percentile**, **OR overall achievement percentile increases**

Near West Fall 24 to Spring 25 Full SY NWIS Map Data (Fall and Spring) 6_3_25.pdf		TIS Fall 24 to Spring 25 TIS NWEA Analysis 2025 - Board Retreat.pdf	
Growth Math 60th ELA 59th Science 69th	Achievement Math 55th to 59th ELA 59th to 63rd Science 5th-66th, 6th-83rd, 7th-82nd, 8th-71st	Growth Math 32nd ELA 39th Science 32nd	Achievement Math 31st to 26th ELA 46th to 41st 5th-25th, 6th-44th, 7th-23rd, 8th-27th

Priority 1: Socially and emotionally safe environment

a. Implement the **Responsive Classroom** Social-Emotional Learning framework with fidelity to create safe, joyful, engaging classrooms for all
b. Bolster and coordinate integrated **student support** for struggling students and families.

Strategic Actions:

a. BOTH Schools will focus on implementing **RC**'s Responsive Advisory Meetings (RAM) for Refining & Applying (5-8) to further build middle school community and help with behavior and engagement. TIS will continue to focus on the basics of Morning Meetings (MM) for K-4, and NW will focus on adding academics to MMs for K-4.
b. Coordinate an effective **Student Support Team** to proactively care for at-risk students (in the areas of mental health, behavior, attendance and family needs) and to bring resources into the schools, to improve overall school culture and attendance at both schools.
   Student Survey Results Fall '24 Spring '25 for ADMIN PD .pdf
   Attendance and Suspension Data will be uploaded here

Priority 2: Recommit to our model's foundational tenets by:

a. enhancing and expanding **Intergenerational Programs** both within the schools and with the outside community **to support student learning**,
b. improving teacher training and supports for beneficial **developmental (multi-age/grade) instruction** within a classroom,
c. as well as how to move students forward through **individualized mastery** and **effectively communicate this progress to families and HS**.

Strategic Actions:

a. Dir if IG Programs and Principals will collaborate to analyze survey data and create plans for improved
   i. **Learning Partner** recruitment, engagement and appreciation
   ii. **IG Visits**: quality of partnerships, logistics, programming that aligns with learning standards, communication between teachers and IG staff (and partners)
   iii. Expand to **community partnerships** and activities with corporations and nonprofits (not just nursing homes)
b. Educational Leadership will provide training and coaching on teaching **multi-age, mastery-based** grading, differentiation and universal design for

Goal 1: Every **student** will experience a **high-quality developmental multi-age** education in a **social and emotionally safe** environment centered on **intergenerational learning** opportunities.

instruction (both needed and requested for the range of ages/abilities in a multi-age classroom).

c. Curriculum Specialists will work together to adjust the mastery-based grading system and **new Report Card** in Power School to allow access to all state standards in grading and decide on a key set of "**power standards**" for which students must demonstrate mastery for **benchmarks** before moving up to the next learning stage. The Educational Team will work to create a "translation" of mastery-based grading back to traditional grades for 8th grader HS applications. Long term plans will include family resources for practice toward power standards available on the website.
Learning Partner and IG Visit Data will be uploaded here

Priority 3: Collaborative data analysis and instructional improvement that drives student growth

Implementing structured **Teacher-based Teams (TBT)** in each Learning Stage, to collect, and review frequent student assessment data, collaborate on implementing instructional strategies, and assess individual student progress in short cycles.

Strategic Actions:

- Set regular schedule at beginning of year, identify leaders for each TBT, decide on universal template, and document each meeting.
- TIS includes pre-and-post Ohio State Test Readiness Assessments in student data sets to target High Quality designation and funding
- Specials teachers use TBTs to gather info, incorporate academic themes, and provide work samples to homeroom teachers when possible.
- Refining and Applying groups vertically together by content area instead of in their Clusters (Math, ELA, Sci).
- Work with teachers on various ways of collecting formative data (meaningful exit tickets, etc.)

Goal 2: Educators and staff will exemplify the knowledge and competencies needed to ensure the success of every student within the Model.

4 Priorities: recruitment & onboarding, instructional coaching/training, accessible resources, clear plan for new/sub licensed teachers
Board Outcome: Hire and retain more licensed teachers. 80% of fully licensed teachers sign their contract for following year by June.

Near West	TIS
Licensed teachers signed for 25-26 by end of year	
95% (1 moved to DC)	80% (1 leaving teaching, 1 moving, 1 to private school) (another has recently left to move out of state to care for a family member)
New Core Teachers Hired for 24-25 (Homeroom or Special Education)	
2-both fully licensed	10-all fully licensed at time of hire • 1 left in August, replaced in 2nd trimester with a sub-licensed teacher
New Core Teachers Hired for 25-26 (Homeroom or Special Education)	
None	4 new hired of 6 openings • 2 fully licensed • 2 applying for full licensure • 2 positions still hiring
Returning Teachers Core Subjects with sub-licenses	
1: Primary teacher in 6th year of teaching and on track to receive in 25-26	From 7 to 4: Primary-3rd year at TIS, trying to obtain alternate license, BA in ed Primary-2nd year at TIS, retaking license exam in summer, BA in ed Applying Math-2nd year at TIS, taking OH exams in summer, BA in ed in MI Applying ELA-23rd year at TIS, taking classes to renew in fall, BA in ed Developing-4th year at TIS, **moving to Title Intervention role** Applying Social Studies-2nd year at TIS, **moved to Specials role** Applying Science-7th year at TIS, **moved to Building Sub role**

Priority 1: Attract, train, and retain high quality staff
Strategic Actions:
1. Move Board decision on staff increases, teacher renewal decisions, and recruitment hiring up earlier in the year
2. Operationalize new onboarding and training tracking systems to ensure all new employees receive and complete thorough training (both in person and independent)
3. Re-evaluate compensation benchmarking for hard to fill positions (Intervention Specialists, Middle School Math and Science)

Priority 2: Instructional Coaching
Implement an Instructional Coaching (IC) and Leadership Coaching (LC) model focused on the shared vision of an IG student experience, Responsive Classroom, and adopted literacy and math curriculums. This work is documented, monitored, and adjusted by individual staff needs, by building and model leadership.
Strategic Actions:
1. TIS will engage with a trusted instructional coaching coach (move from “supporting” to “coaching” teachers in 25-26). (Near West is deciding on whether or

Goal 2: Educators and staff will exemplify the knowledge and competencies needed to ensure the success of every student within the Model.

not to engage this guidance)

2. Engage outside expertise for leaders and teachers in the areas of Universal Design for Learning/Differentiation necessary for multi-age teacher per teacher requests.

Priority 3: Accessible professional development resources

Strategic Actions: Continue to build out an accessible suite of professional development resources to support asynchronous adult learning. Train all supervisors to use adult learning software to upload, assign, and quiz employees on specific learning modules, and track their continuing education units (CEUs) and learning hours required for educational licensure renewal.

Priority 4: Clear plan for new/sub licensed teachers (rolled over into 25-26)

Strategic Actions: Create a “new to teaching” and “new to the IG’s” scope and sequence to support onboarding of staff at beginning and throughout the first two years of employment, including activities to support full teaching licensure requirements for those with a substitute license.

Goal 3: The Schools foster home-school partnerships that center student success, family voice, and clarity of the Intergenerational model

4 Priorities: communication, education and dialogue with current and prospective families, model-wide family events, aligned model-wide communications for internal and external audiences, active family groups

Board Outcome: Enrollment and retention increase. Enrollment grows to budgeted numbers (within 2% during 1st week of October), and during the year student retention stays at 95% or higher.

Near West	**TIS**
Current/Budgeted Enrollment 25-26	
231/236 or **98%**	232/238 (reduced from 255) or **98%**
Budgeted Enrollment 24-25	
226 (up from 216)	245 (up from 222, but originally budgeted 255 with LIS merge)
End of Year 24-25	
211/226=**93%**	219/245=**89%**
In-Year Retention 24-25	
93%	**92%**
No Shows on Day 1 in 24-25	
16	**25**

Coversheet

June Financials

Section:	IX. Finance
Item:	A. June Financials
Purpose:	Vote
Submitted by:	
Related Material:	TIS - Jun'25 Financial Report.pdf NWIS - Jun'25 Financial Report.pdf IGC - Jun'25 Financial Report.pdf IG Network - Jun'25 Financial Summary.pdf

THE Intergenerational SCHOOL

Financial Report – June 2025

Key Financials:
(in $thousands)

o YTD Core Program Net Income	($713)
o FY25 Core Program Projected Net Income	($538)
o FY25 Core Program Projected Budget Variance	($60)
o FY25 Projected Net Income w/ HQ funding and IGC	+$1,028
o Month-end Cash Balance	+$3,729
o Unrestricted Net Assets	+$3,775

Fiscal Health:

Financial Benchmarks		Standard	TIS	Status
Liquidity Ratio Index*	Current Assets / Current Liabilities	1.0 to 1.1	5.12	Exceeds
Operating Cash Ratio*	Total Cash / Avg. Monthly Exp.	1.0 to 2.0 Months Cash	8.94 months	Exceeds
Reserve Ratio Index	**Fund Balance / Avg. Monthly Exp.	0.40 to 0.75	9.05 months	Exceeds
Projected FTE Variance - June 2025*	Actual FTE / Budgeted FTE	90.0%-94.9% of Budget	91.6%	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 June was ($712,917). The year-end deficit is projected to be ($269,114) based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be $3,710,509, a favorable $258,493 budget variance. The Core Program Expenses for FY25 are projected to be ($4,248,223), an unfavorable ($318,772) budget variance. As a result, the projected FY25 core budget variance is an unfavorable ($60,279) 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 the end of schoo, enrollment was 223, according to PowerSchool. The State Foundation payment for June 2025 was based on 224.36 FTEs. Variances between the systems are being addressed.

Proposed Board Action Items:

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

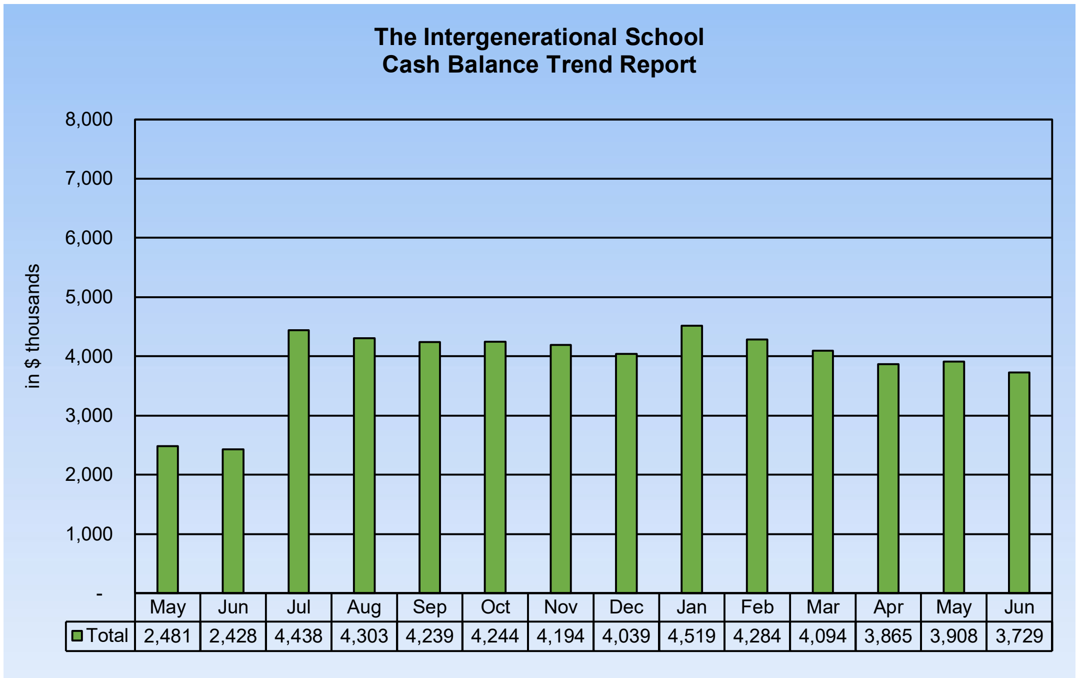
THE Intergenerational SCHOOL

Financial Report – June 2025

Cash Position

The total cash balance for the The Intergenerational School was $3,728,797 at the end of June. Unrestricted Funds closed the month at $4,097,980. The Restricted Funds closed the month at ($369,183). 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	
Unrestricted Funds	
General	$ 5,320,142
Food	(316,243)
IGC Expense	(905,920)
Subtotal	$ 4,097,980
Restricted Funds	
Athletic Fund	$ (13,892)
Dollar General	$ (2,191)
Donate to Cancer	$ 222
Facilities	$ 42,500
Misc State	$ 12,094
Parent Group	$ 7,320
Safety Grant	$ 4,873
SCG	$ (161,333)
Schoolwide	$ (220,985)
Sensory	$ 210
St. Luke's Grant	$ 370
Title VI-B	$ (47,651)
Wellness	$ 9,280
Subtotal	$ (369,183)
Total	**$ 3,728,797**



Bank Reconciliation

The table below provides a summary of The Intergenerational School reconciliation for the period ending June 30, 2025. The ending book balance was $3,728,797. The ending bank statement balance was $3,764,877. Outstanding checks (checks that have been sent, but not yet cashed) totaled $36,081. Monthly interest from the STAR Ohio account was $13,078.

The Intergenerational School June 30, 2025				
Book Balance				
	Beginning Book Balance	$ 3,908,092		
	Ending Book Balance		**$**	**3,728,797**
Bank Balance				
	Key Bank Balance	233,029		
	Erie Bank Balance	3,305		
	STAR Ohio Balance	3,528,544		
	Ending Bank Balance		**$**	**3,764,877**
	Outstanding Items			36,081
	Reconciled Cash Balance		**$**	**3,728,797**

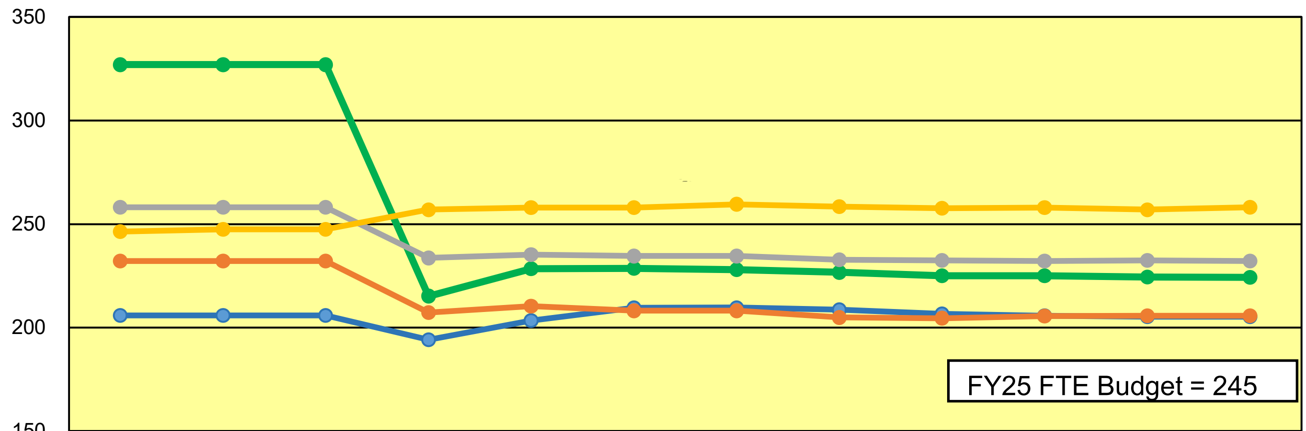
THE Intergenerational SCHOOL

Financial Report – June 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 224.36 in June, which is -20.64 FTE below budget.

The Intergenerational School
FTE Student Enrollment
FY21 - FY25



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY25 FTE	326.93	326.93	327.04	215.20	228.46	228.59	227.99	226.60	225.02	225.05	224.42	224.36
FY24 FTE	205.89	205.89	205.89	194.10	203.40	209.56	209.65	208.56	206.65	205.76	205.29	205.29
FY23 FTE	232.16	232.16	232.16	207.26	210.28	208.16	208.19	204.89	204.53	205.64	205.76	205.82
FY22 FTE	258.09	258.09	258.09	233.58	235.26	234.52	234.60	232.78	232.47	232.21	232.45	232.18
FY21 FTE	246.42	247.42	247.42	256.96	257.99	257.95	259.55	258.47	257.69	257.92	256.91	258.06

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 $1,440,891. Disbursements have totaled $1,404,510 year-to-date. Receipts have totaled $1,017,154 year-to-date.

The Intergenerational School
CCIP - Federal Education Programs

Federal Program	Schoolwide	IDEA-B	Stronger Connections Grant			Totals
FY25 Allocation	$ 1,261,582	$ 65,994	$ 113,314			**$ 1,440,891**
YTD Receipts	987,814	29,340	-			**1,017,154**
YTD Disbursements	1,201,123	84,668	118,720			**1,404,510**
Fund Balance	(213,308)	(55,328)	(118,720)			**(387,356)**
Encumbered Funds	60,460	(18,674)	(5,405)			**36,381**
Allocation Balance	$ -	$ -	$ -	$ -		**$ -**

THE Intergenerational SCHOOL

Financial Report – June 2025

FY25 Projection

The Intergenerational School's FY25 deficit through June was ($712,917). The year-end deficit is projected to be ($269,114) based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be $3,710,509, a favorable $258,493 budget variance. The Core Program Expenses for FY25 are projected to be ($4,248,223), an unfavorable ($318,772) budget variance. As a result, the projected FY25 core budget variance is an unfavorable ($60,279) 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)	224.36	0.00	224.36	245.00	(20.64)
REVENUE					
State Foundation (excl SPED)	$ 2,125,911	$ 129,593	$ 2,255,504	$ 2,116,954	$ 138,550
CCIP Funding (excl Title VI-B) (5)	175,407	257,489	432,896	211,538	221,358
Facilities Funding	221,843	-	221,843	245,000	(23,157)
Property Tax Levy	-	-	-	-	-
Casino	13,999	-	13,999	22,580	(8,581)
Charter School Equity Supplement	145,835	-	145,835	156,971	(11,136)
BASE REVENUE	**2,682,996**	**387,082**	**3,070,077**	**2,753,043**	**317,034**
State Foundation SPED	201,649	-	201,649	258,690	(57,041)
Title VI-B (5)	29,340	36,654	65,994	51,111	14,883
Food Fund	112,171	-	112,171	126,000	(13,829)
Interest	165,064	-	165,064	201,786	(36,722)
Other Revenues	95,554	-	95,554	61,386	34,168
OTHER REVENUE	**603,778**	**36,654**	**640,432**	**698,973**	**(58,541)**
TOTAL REVENUE	**3,286,773**	**423,736**	**3,710,509**	**3,452,016**	**258,493**
EXPENSES					
Instruction Staff	$ (1,677,011)	$ (102,774)	$ (1,779,785)	$ (1,669,109)	$ (110,676)
Admin/Ops Staff	(883,051)	(29,339)	(912,390)	(766,937)	(145,453)
Services & Supplies - Instruction	(434,850)	(34,317)	(469,168)	(639,663)	170,495
Services & Supplies - Administration (6)	(431,496)	(23,216)	(454,712)	(275,934)	(178,778)
Services & Supplies - Food Services (7)	(114,078)	-	(114,078)	(140,000)	25,922
Services & Supplies - Facilities (8)	(382,254)	(58,589)	(440,843)	(392,550)	(48,293)
Miscellaneous	(76,951)	(297)	(77,248)	(45,258)	(31,990)
TOTAL EXPENSES	**(3,999,691)**	**(248,532)**	**(4,248,223)**	**(3,929,451)**	**(318,772)**
SURPLUS/DEFICIT	**$ (712,917)**	**$ 175,204**	**$ (537,714)**	**$ (477,435)**	**$ (60,279)**
EXTRAORDINARY REVENUE & EXPENSES					
Rent	(74,842)	-	(74,842)	(74,842)	-
IGC Base Support	55,000	289,138	344,138	399,138	(55,000)
HQ School Funding	683,982	-	683,982	698,250	(14,268)
SURPLUS/DEFICIT incl Extraordinary Items	**$ (48,777)**	**$ 464,342**	**$ 415,565**	**$ 545,111**	**$ (129,547)**
LIS Expenses (9)	(638,158)	(46,521)	(684,679)	(782,492)	97,813
SURPLUS/DEFICIT after LIS obligations	**$ (686,935)**	**$ 417,821**	**$ (269,114)**	**$ (237,381)**	**$ (31,733)**

Notes

(1) YTD Actuals are cash transactions for FY25 activities for the period of 07/01/24 to 06/30/25 (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 increased costs and student participation.
(8) Additional Facilities expenses ($40k) attributed to state facilities grant.
(9) LIS merger obligations include unbudgeted facility expenses per lease agreement.
(9) LIS merger savings found in budgeted student special education costs for LIS transferred students.

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

THE Intergenerational SCHOOL

Financial Report – June 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 July 21, 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
June 2025 and June 2024

ASSETS	6/30/2025 (1)	6/30/2024	$ Change
Current Assets			
Cash	$ 3,728,797	$ 2,427,930	$ 1,300,867
Accounts Receivable	688,318	224,246	464,072
IGC Receivable	310,877	-	310,877
Other Current Assets	-	-	-
Total Current Assets	4,727,991	2,652,176	2,075,815
Non-Current Assets			
Capital Assets, net	1,163,969	1,223,786	(59,817)
Other Non-Current Assets	-	-	-
Total Non-Current Assets	1,163,969	1,223,786	(59,817)
TOTAL ASSETS	**$ 5,891,960**	**$ 3,875,962**	**$ 2,015,998**
LIABILITIES			
Current Liabilities			
Accounts Payable	184,680	214,412	(29,732)
Wages & Benefits Payable (2)	700,478	621,567	78,911
Loan Payable	38,957	37,332	1,625
Total Current Liabilities	924,116	873,311	50,805
Non-Current Liabilities			
Note Payable	858,102	895,433	(37,332)
Other Non-Current Liabilities	-	-	-
Total Non-Current Liabilities	858,102	895,433	(37,332)
TOTAL LIABILITIES	**$ 1,782,217**	**$ 1,768,744**	**$ 13,473**
NET EQUITY			
Net Assets			
Invested in Capital Assets, net	266,910	328,353	(61,443)
Restricted	67,589	27,177	40,412
Unrestricted	3,775,244	1,789,290	1,985,954
TOTAL NET ASSETS (3)	**4,109,743**	**2,107,218**	**2,002,525**
TOTAL LIABILITIES & NET ASSETS	**$ 5,891,960**	**$ 3,875,962**	**$ 2,015,998**

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.

Near West
Intergenerational School

Financial Report – June 2025

Key Financials:
(in $thousands)

- YTD Core Program Net Income +$432
- FY25 Core Program Projected Net Income ($289)
- FY25 Core Program Projected Budget Variance +$463
- FY25 Projected Net Income w/ HQ funding and IGC +$734
- Month-end Cash Balance +$5,530
- Unrestricted Net Assets +$4,891

Fiscal Health:

Financial Benchmarks		*Standard*	NWIS	Status
Liquidity Ratio Index*	Current Assets / Current Liabilities	*1.0 to 1.1*	8.32	*Exceeds*
Operating Cash Ratio*	Total Cash / Avg. Monthly Exp.	*1.0 to 2.0 Months Cash*	16.65 months	*Exceeds*
Reserve Ratio Index	**Fund Balance / Avg. Monthly Exp.	*0.40 to 0.75*	14.73 months	*Exceeds*
Projected FTE Variance - June 2025*	Actual FTE / Budgeted FTE	*90.0%-94.9% of Budget*	94.0%	*Meets*

*School sponsor reporting requirement
**Fund Balance is equal to Unrestricted Net Assets plus Net income.

Treasurer Notes:

- ***FY25 Projection***
  Near West Intergenerational School's FY25 surplus through June was $431,720. The year-end surplus is projected to be $348,511 based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be $3,661,244, a favorable $280,834 budget variance. The Core Program Expenses for FY25 are projected to be ($3,950,007), a favorable $182,109 budget variance. As a result, the projected FY25 core budget variance is a favorable $474,656 based upon current revenue and expense assumptions.

- ***FY25 FTE Student Enrollment***
  Near West Intergeneration School's enrollment was budgeted at 226 full-time equivalent (FTE) students. As of the end of the school year enrollment was 211, according to PowerSchool. The State Foundation payment for June 2025 was based on 212.35 FTEs. Variances between the systems are being addressed.

Proposed Board Action Items:

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

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

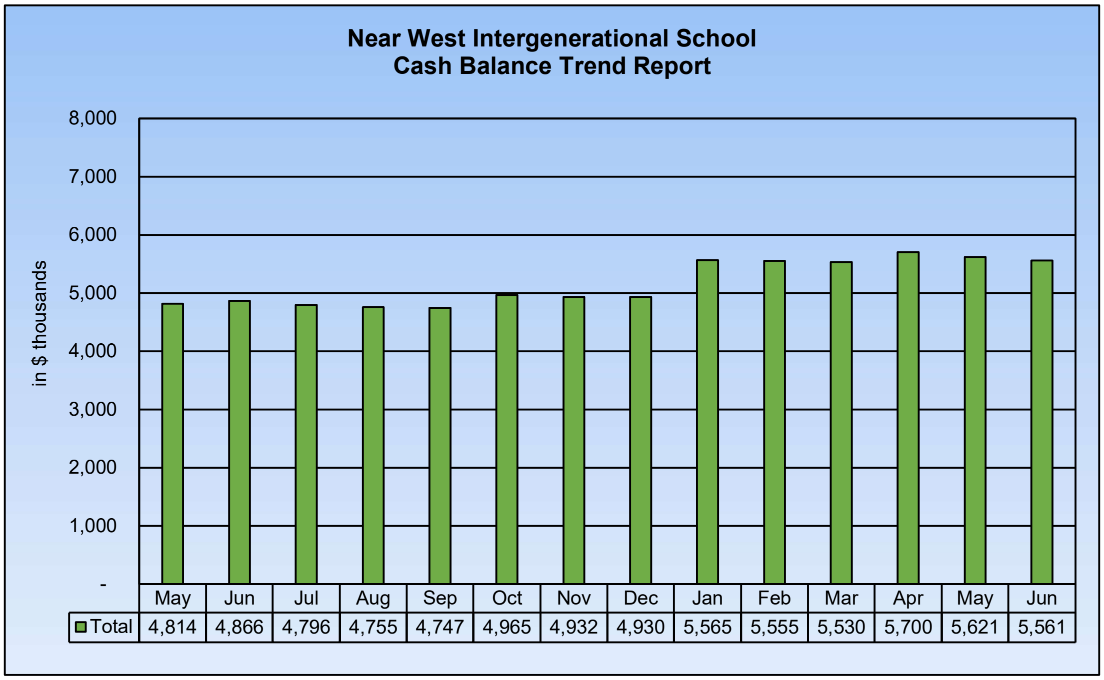
Near West
Intergenerational School

Financial Report – June 2025

Cash Position

The total cash balance for the Near West Intergenerational School was $5,561,072 at the end of June. Unrestricted Funds closed the month at $5,662,056. The Restricted Funds closed the month at ($100,984). 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 and in April due to additional CMSD levy funds.

MONTH END CASH BALANCE DETAIL	
Unrestricted Funds	
General	$ 5,874,661
Food	$ (142,224)
IGC Expenses	$ (70,382)
Subtotal	$ 5,662,056
Restricted Funds	
Athletic	$ 55
Safety Grant	$ 42,500
Jennings	$ 3,000
Misc State	$ 12,420
Parent	$ 1,184
Schoolwide	$ (96,096)
Title VI-B	$ (23,071)
Wellness	$ (40,975)
Subtotal	$ (100,984)
Total	**$ 5,561,072**



Bank Reconciliation

The table below provides a summary of Near West Intergenerational School reconciliation for the period ending June 30, 2025. The ending book balance was $5,561,072. The ending bank statement balance was $5,588,726. Outstanding checks (checks that have been sent, but not yet cashed) totaled ($27,654). Monthly interest from the STAR Ohio account was $19,380.

Near West Intergenerational School June 30, 2025				
Book Balance				
	Beginning Book Balance $	5,621,399		
	Ending Book Balance		**$**	**5,561,072**
Bank Balance				
	Key Bank Balance	270,937		
	STAR Ohio Balance	5,317,789		
	Ending Bank Balance		**$**	**5,588,726**
	Outstanding Checks			(27,654)
	Reconciled Cash Balance		**$**	**5,561,072**

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

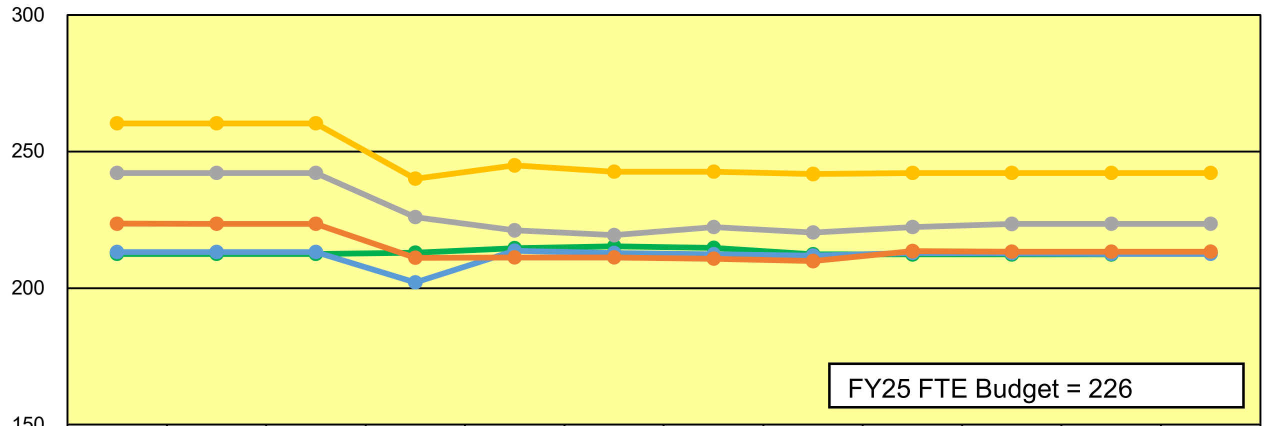
Near West
Intergenerational School

Financial Report – June 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 0.0 in June, which is 226.0 FTE below budget.

Near West Intergenerational School
FTE Student Enrollment
FY21 - FY25



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY25 FTE	212.48	212.47	212.47	212.95	214.61	215.32	214.71	212.32	212.32	212.32	212.35	
FY24 FTE	213.21	213.21	213.21	202.02	213.64	212.88	212.35	211.84	212.86	212.79	212.55	212.48
FY23 FTE	223.55	223.53	223.53	211.03	211.24	211.15	210.80	209.92	213.48	213.24	213.24	213.24
FY22 FTE	242.10	242.10	242.10	225.95	221.07	219.33	222.26	220.28	222.35	223.38	223.55	223.55
FY21 FTE	260.25	260.25	260.25	240.02	244.93	242.61	242.61	241.72	242.12	242.12	242.12	242.10

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 $748,838. Disbursements have totaled $686,593 year-to-date. Receipts have totaled $567,426 year-to-date.

Near West Intergenerational School
CCIP - Federal Education Programs

Federal Program	Schoolwide	IDEA-B				Totals
FY25 Allocation	$ 686,042	$ 62,796				**$ 748,838**
YTD Receipts	522,455	44,971				**567,426**
YTD Disbursements	618,551	68,042				**686,593**
Fund Balance	(96,096)	(23,071)				**(119,167)**
Encumbered Funds	67,491	(5,247)				**62,244**
Allocation Balance	$ -	$ -				**$ -**

Near West Intergenerational School

Financial Report – June 2025

FY25 Projection

Near West Intergenerational School's FY25 surplus through June was $431,720. The year-end surplus is projected to be $348,511 based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be $3,661,244, a favorable $280,834 budget variance. The Core Program Expenses for FY25 are projected to be ($3,950,007), a favorable $182,109 budget variance. As a result, the projected FY25 core budget variance is a favorable $474,656 based upon current revenue and expense assumptions.

	YTD Actual (1)	FY25 Projection (2)	FY25 Act + Proj	FY25 Budget (3)	Budget Variance
FTE ENROLLMENT (4)	212.35	0.00	212.35	226.00	(13.65)
REVENUE					
State Foundation (excl SPED)	$ 1,966,736	$ 1,070	$ 1,967,806	$ 1,970,382	$ (2,576)
CCIP Funding (excl Title VI-B)	103,248	68,294	171,542	136,834	34,708
Facilities Funding	209,966	-	209,966	226,000	(16,034)
Property Tax Levy (5)	405,233	-	405,233	189,748	215,485
Casino	14,006	-	14,006	18,973	(4,967)
Charter School Equity Supplement	138,027	-	138,027	147,267	(9,240)
BASE REVENUE	**2,837,215**	**69,364**	**2,906,579**	**2,689,204**	**217,375**
State Foundation SPED	307,137	-	307,137	309,357	(2,220)
Title VI-B	44,971	-	44,971	62,037	(17,066)
Food Fund	69,534	-	69,534	89,552	(20,018)
Interest	234,407	-	234,407	220,174	14,233
Other Revenues (8)	98,616	-	98,616	10,086	88,530
OTHER REVENUE	**754,665**	**-**	**754,665**	**691,206**	**63,459**
TOTAL REVENUE	**3,591,880**	**69,364**	**3,661,244**	**3,380,410**	**280,834**
EXPENSES					
Instruction Staff (6)	$ (1,539,001)	$ (457,579)	$ (1,996,580)	$ (2,002,671)	$ 6,091
Admin/Ops Staff	(665,785)	(84,678)	(750,463)	(814,039)	63,576
Services & Supplies - Instruction	(385,959)	(59,079)	(445,038)	(465,790)	20,752
Services & Supplies - Administration (7)	(314,180)	(69,773)	(383,953)	(440,511)	56,558
Services & Supplies - Food Services	(91,009)	(11,485)	(102,494)	(100,000)	(2,494)
Services & Supplies - Facilities (8)	(127,033)	(106,703)	(233,736)	(270,968)	37,232
Capital	-	-	-	-	-
Miscellaneous	(37,192)	(550)	(37,742)	(38,137)	395
TOTAL EXPENSES	**(3,160,160)**	**(789,847)**	**(3,950,007)**	**(4,132,116)**	**182,109**
SURPLUS/DEFICIT	**$ 431,720**	**$ (720,483)**	**$ (288,763)**	**$ (751,706)**	**$ 462,943**
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	**$ 1,130,855**	**$ (720,483)**	**$ 410,372**	**$ (126,145)**	**$ 536,517**
LIS Expenses (9)	(58,074)	(3,787)	(61,861)	-	(61,861)
SURPLUS/DEFICIT after LIS obligations	**$ 1,072,781**	**$ (724,270)**	**$ 348,511**	**$ (126,145)**	**$ 474,656**

Notes

(1) YTD Actuals are cash transactions for FY25 activities for the period of 07/01/24 to 06/30/25 (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.

Near West Intergenerational School

Financial Report – June 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 July 14, 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
June 2025 and June 2024

ASSETS		6/30/2025	6/30/2024	$ Change
Current Assets				
Cash		$ 5,530,142	$ 4,865,500	$ 664,642
Accounts Receivable	(1)	55,024	125,709	(70,685)
IGC Receivable		35,000	-	35,000
Other Current Assets		-	-	-
Total Current Assets		5,620,166	4,991,209	628,957
Non-Current Assets				
Capital Assets, net		23,582	30,704	(7,122)
Other Non-Current Assets		-	-	-
Total Non-Current Assets		23,582	30,704	(7,122)
TOTAL ASSETS		**$ 5,643,748**	**$ 5,021,913**	**$ 621,835**
LIABILITIES				
Current Liabilities				
Accounts Payable		$ 133,037	$ 472,873	$ (339,836)
Wages & Benefits Payable		542,681	514,695	27,986
Loan Payable		-	-	-
Total Current Liabilities		675,718	987,568	(311,850)
Non-Current Liabilities				
Note Payable		-	-	-
Other Non-Current Liabilities		-	-	-
Total Non-Current Liabilities		-	-	-
TOTAL LIABILITIES		**$ 675,718**	**$ 987,568**	**$ (311,850)**
NET EQUITY				
Net Assets				
Invested in Capital Assets, net		23,582	30,704	(7,122)
Restricted		53,659	26,834	26,825
Unrestricted		4,890,790	3,976,807	913,983
TOTAL NET ASSETS	(2)	**4,968,030**	**4,034,345**	**933,685**
TOTAL LIABILITIES & NET ASSETS		**$ 5,643,748**	**$ 5,021,913**	**$ 621,835**

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.

Intergenerational Cleveland

Financial Report – June 2025

Key Financials:

(in $thousands)

o YTD Net Income	+$161
o FY25 Projected Net Income	($242)
o FY25 Projected Budget Variance	($119)
o Month-end Cash Balance	+$1,364
o Unrestricted Net Assets	+$11,889

Fiscal Health:

Benchmarks		IGC
Liquidity Ratio Index	Current Assets / Current Liabilities	2.88
Operating Cash Ratio	Total Cash / Avg. Monthly Exp.	24.71 months
Reserve Ratio Index	Fund Balance / Avg. Monthly Exp.	215.4 months

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

Treasurer Notes:

- ***FY25 Projection***

  Intergenerational Cleveland's FY25 surplus through June was $51,344. The year-end deficit is projected to be ($241,572) based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be $420,744, a favorable ($146,756) budget variance. The Core Program Expenses for FY25 are projected to be ($263,316), an unfavorable $47,337 budget variance. As a result, the projected FY25 core budget variance is an unfavorable ($99,419) 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 to develop and plan a CMO structure for the two IG schools.***

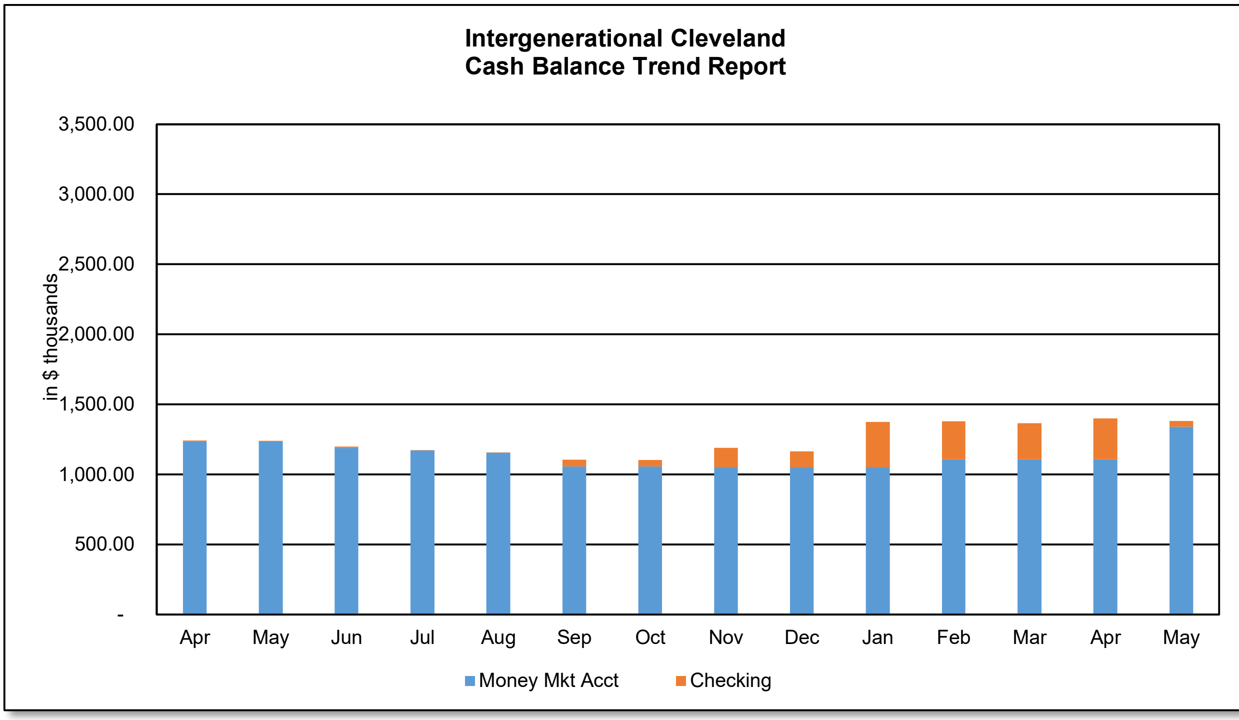
The information in this report is based upon pre-audit accounting to facilitate ongoing financial management and planning.

Intergenerational - Cleveland

Financial Report – June 2025

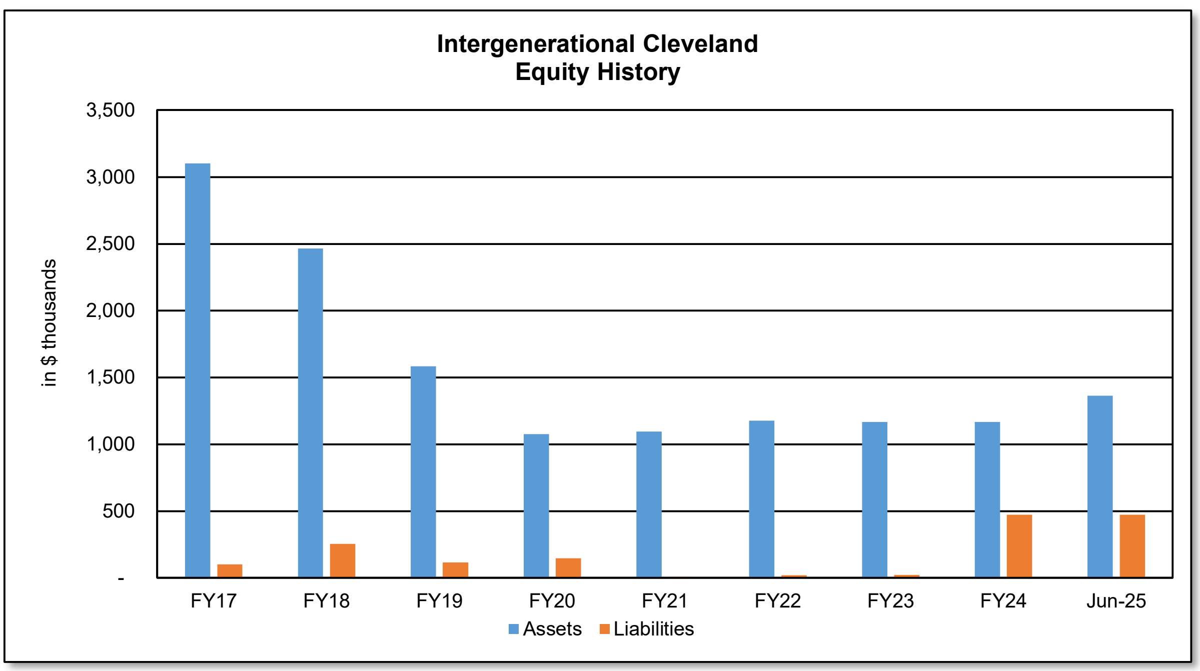
Cash Position

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.



Intergenerational - Cleveland

Financial Report – June 2025

FY25 Projection

Intergenerational Cleveland's FY25 surplus through June was $51,344. The year-end deficit is projected to be ($241,572) based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be $420,744, a favorable ($146,756) budget variance. The Core Program Expenses for FY25 are projected to be ($263,316), an unfavorable $47,337 budget variance. As a result, the projected FY25 core budget variance is an unfavorable ($99,419) based upon current revenue and expense assumptions.

	YTD Actual (1)	FY25 Projection (2)	FY25 Act + Proj	FY25 Budget (3)	Budget Variance
REVENUE					
Direct Support	$ 417,024	$ -	$ 417,024	$ 530,000	$ (112,976)
School Revenues	-	-	-	37,500	(37,500)
Other Revenues	3,720	-	3,720	-	3,720
TOTAL REVENUE	**420,744**	**-**	**420,744**	**567,500**	**(146,756)**
EXPENSES					
Admin/Ops Staff	$ (60,325)	$ -	$ (60,325)	$ (56,567)	$ (3,758)
Purchased Services (excl rent)	(171,850)	(3,917)	(175,766)	(233,700)	57,934
Supplies	(13,204)	-	(13,204)	(10,000)	(3,204)
Other Expenses	(14,021)	-	(14,021)	(10,386)	(3,635)
TOTAL EXPENSES	**(259,399)**	**(3,917)**	**(263,316)**	**(310,653)**	**47,337**
CORE PROGRAM SURPLUS/DEFICIT	**$ 161,344**	**$ (3,917)**	**$ 157,428**	**$ 256,847**	**$ (99,419)**
EXTRAORDINARY REVENUE & EXPENSES					
IGC Base Support (4)	$ (110,000)	$ (289,000)	$ (399,000)	$ (379,000)	$ (20,000)
SURPLUS/DEFICIT incl Extraordinary Item	**$ 51,344**	**$ (292,917)**	**$ (241,572)**	**$ (122,153)**	**$ (119,419)**

Notes

1. YTD Actuals are cash transactions for FY25 activities for the period of 07/01/25 to 06/30/25 (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.

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

Intergenerational - Cleveland

Financial Report – June 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 July 24, 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
June 2025 and June 2024

ASSETS		6/30/2025	6/30/2024	$ Change
Current Assets				
Cash		$ 1,363,676	$ 1,234,709	$ 128,967
Accounts Receivable		20	-	20
Intranetwork Receivable	(1)	-	1,252	(1,252)
Other Current Assets		(184)	-	(184)
Total Current Assets		1,363,512	1,235,961	127,551
Non-Current Assets				
Capital Assets, net		$ (14)	$ 72	$ (86)
Other Non-Current Assets		-	-	-
Total Non-Current Assets		(14)	72	(86)
TOTAL ASSETS		**$ 1,363,498**	**$ 1,236,033**	**$ 127,465**
LIABILITIES				
Current Liabilities				
Accounts Payable		$ 110,697	$ 2,835	$ 107,862
IGC Base Support		345,877	-	345,877
Wages & Benefits Payable		-	8,000	(8,000)
Other Current Liabilities		16,626	-	16,626
Total Current Liabilities		473,199	10,835	462,364
Non-Current Liabilities				
Note Payable		$ -	$ -	$ -
Other Non-Current Liabilities		-	-	-
Total Non-Current Liabilities		-	-	-
TOTAL LIABILITIES		**$ 473,199**	**$ 10,835**	**$ 462,364**
NET EQUITY				
Net Assets				
Invested in Capital Assets, net		$ (14)	$ 72	$ (86)
Restricted		(464)	$ (464)	-
Unrestricted		11,888,671	1,187,812	10,700,859
TOTAL NET ASSETS	(2)	**890,299**	**1,225,198**	**(334,899)**
TOTAL LIABILITIES & NET ASSETS		**$ 1,363,498**	**$ 1,236,033**	**$ 127,465**

Notes

1 Accounts Payable include support payments receivable by network schools.

2 Total Net Assets are preliminary estimates based upon pre-audit financial information.

Intergenerational Cleveland

Financial Report – June 2025

Key Financials:

(in $thousands)

o YTD Net Income	+$161
o FY25 Projected Net Income	($242)
o FY25 Projected Budget Variance	($119)
o Month-end Cash Balance	+$1,364
o Unrestricted Net Assets	+$1,189

Fiscal Health:

Benchmarks		IGC
Liquidity Ratio Index	Current Assets / Current Liabilities	2.88
Operating Cash Ratio	Total Cash / Avg. Monthly Exp.	24.71 months
Reserve Ratio Index	Fund Balance / Avg. Monthly Exp.	21.54 months

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

Treasurer Notes:

- ***FY25 Projection***

  Intergenerational Cleveland's FY25 surplus through June was $51,344. The year-end deficit is projected to be ($241,572) based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be $420,744, a favorable ($146,756) budget variance. The Core Program Expenses for FY25 are projected to be ($263,316), an unfavorable $47,337 budget variance. As a result, the projected FY25 core budget variance is an unfavorable ($99,419) based upon current revenue and expense assumptions.

Proposed Board Action Items:

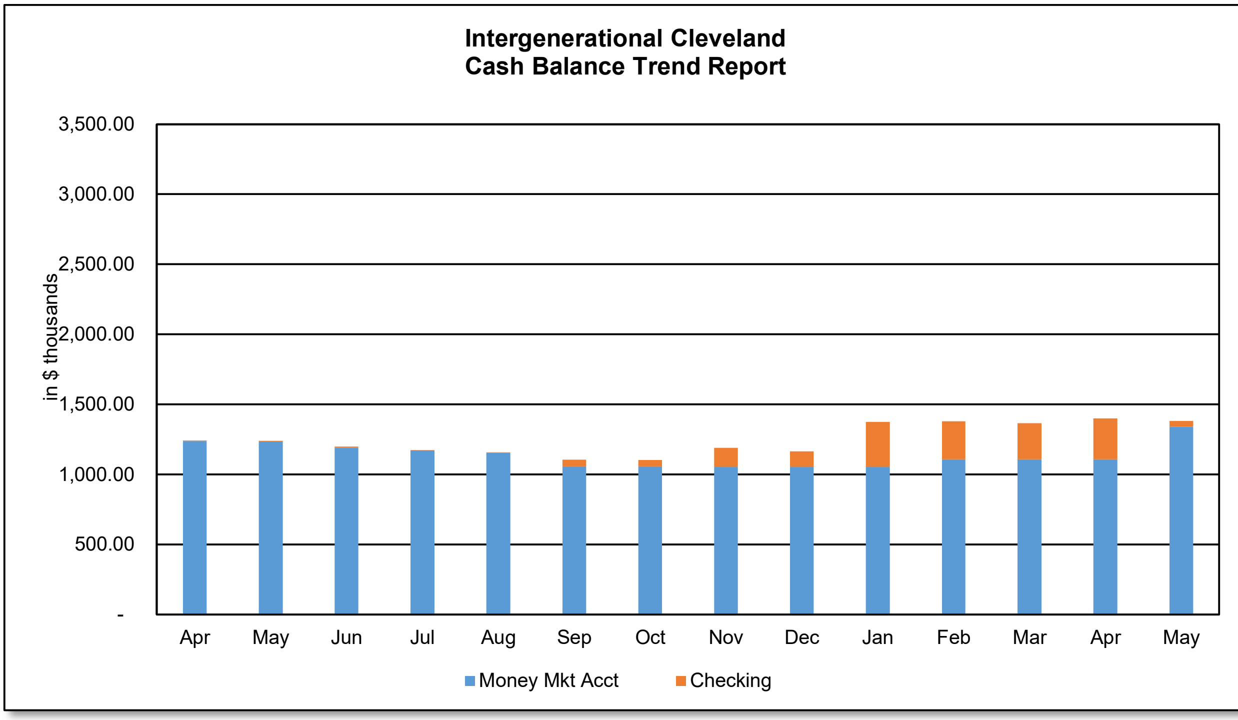
1) ***Continue planning related to IGC long-term financial goals, including specific benchmarks related to revenue generation and/or expenses reduction objectives for FY26 and beyond.***
2) ***Continue to develop and plan a CMO structure for the two IG schools.***

Intergenerational - Cleveland

Financial Report – June 2025

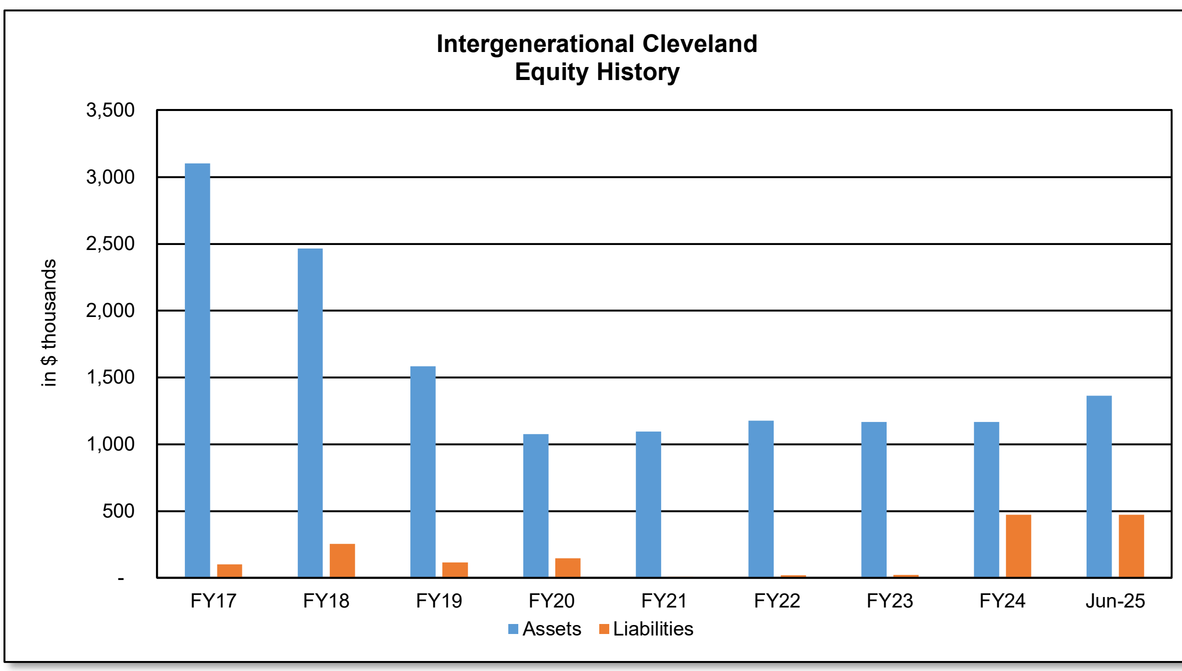
Cash Position

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.

Intergenerational - Cleveland

Financial Report – June 2025

FY25 Projection

Intergenerational Cleveland's FY25 surplus through June was $51,344. The year-end deficit is projected to be ($241,572) based upon anticipated receipts and disbursements. FY25 Core Program Receipts are projected to be $420,744, a favorable ($146,756) budget variance. The Core Program Expenses for FY25 are projected to be ($263,316), an unfavorable $47,337 budget variance. As a result, the projected FY25 core budget variance is an unfavorable ($99,419) based upon current revenue and expense assumptions.

	YTD Actual (1)	FY25 Projection (2)	FY25 Act + Proj	FY25 Budget (3)	Budget Variance
REVENUE					
Direct Support	$ 417,024	$ -	$ 417,024	$ 530,000	$ (112,976)
School Revenues	-	-	-	37,500	(37,500)
Other Revenues	3,720	-	3,720	-	3,720
TOTAL REVENUE	**420,744**	**-**	**420,744**	**567,500**	**(146,756)**
EXPENSES					
Admin/Ops Staff	$ (60,325)	$ -	$ (60,325)	$ (56,567)	$ (3,758)
Purchased Services (excl rent)	(171,850)	(3,917)	(175,766)	(233,700)	57,934
Supplies	(13,204)	-	(13,204)	(10,000)	(3,204)
Other Expenses	(14,021)	-	(14,021)	(10,386)	(3,635)
TOTAL EXPENSES	**(259,399)**	**(3,917)**	**(263,316)**	**(310,653)**	**47,337**
CORE PROGRAM SURPLUS/DEFICIT	**$ 161,344**	**$ (3,917)**	**$ 157,428**	**$ 256,847**	**$ (99,419)**
EXTRAORDINARY REVENUE & EXPENSES					
IGC Base Support (4)	$ (110,000)	$ (289,000)	$ (399,000)	$ (379,000)	$ (20,000)
SURPLUS/DEFICIT incl Extraordinary Item	**$ 51,344**	**$ (292,917)**	**$ (241,572)**	**$ (122,153)**	**$ (119,419)**

Notes
1. YTD Actuals are cash transactions for FY25 activities for the period of 07/01/25 to 06/30/25 (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.

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

Intergenerational - Cleveland

Financial Report – June 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 July 24, 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
June 2025 and June 2024

ASSETS		6/30/2025	6/30/2024	$ Change
Current Assets				
Cash		$ 1,363,676	$ 1,234,709	$ 128,967
Accounts Receivable		20	-	20
Intranetwork Receivable	(1)	-	1,252	(1,252)
Other Current Assets		(184)	-	(184)
Total Current Assets		1,363,512	1,235,961	127,551
Non-Current Assets				
Capital Assets, net		$ (14)	$ 72	$ (86)
Other Non-Current Assets		-	-	-
Total Non-Current Assets		(14)	72	(86)
TOTAL ASSETS		**$ 1,363,498**	**$ 1,236,033**	**$ 127,465**
LIABILITIES				
Current Liabilities				
Accounts Payable		$ 110,697	$ 2,835	$ 107,862
IGC Base Support		345,877	-	345,877
Wages & Benefits Payable		-	8,000	(8,000)
Other Current Liabilities		16,626	-	16,626
Total Current Liabilities		473,199	10,835	462,364
Non-Current Liabilities				
Note Payable		$ -	$ -	$ -
Other Non-Current Liabilities		-	-	-
Total Non-Current Liabilities		-	-	-
TOTAL LIABILITIES		**$ 473,199**	**$ 10,835**	**$ 462,364**
NET EQUITY				
Net Assets				
Invested in Capital Assets, net		$ (14)	$ 72	$ (86)
Restricted		(464)	$ (464)	-
Unrestricted		1,188,671	1,187,812	859
TOTAL NET ASSETS	(2)	**890,299**	**1,225,198**	**(334,899)**
TOTAL LIABILITIES & NET ASSETS		**$ 1,363,498**	**$ 1,236,033**	**$ 127,465**

Notes

1 Accounts Payable include support payments receivable by network schools.
2 Total Net Assets are preliminary estimates based upon pre-audit financial information.

Coversheet

Revised Budget Levers

Section:	IX. Finance
Item:	B. Revised Budget Levers
Purpose:	FYI
Submitted by:	
Related Material:	Intergenerational Schools Budget Levers One-Pager (2) (003).docx IGS_-_FY26_Budget_Draft 7.31.25.xlsx

Intergenerational Schools Budget Levers

Total Impact = $73,547

Lever	Description	Bottom-Line Impact	NWIS	TIS
CMSD Levy Payment	CMSD levy payment will be added for TIS, based on FY25 receipts for NWIS.	$459,817		$459,817
Enrollment Numbers	Enrollment numbers are being adjusted based on current projections: -TIS: 236	-$280,819		-$280,819
Employee Benefits	Employee benefits will be updated to reflect current quotes. (25% estimated increase)	-$123,107	-$98,416	$-24,691
Mangen Contract	An estimated increase to the Mangen contract will be included. (Pending further negotiation)	-$66,500	-$33,250	$-33,250
State Per-Pupil Funding	Budget will be updated based on final legislation	$32,203	$19,052	$13,151
Staffing Changes	Eliminate position at TIS due to right-sizing	$51,953		$51,953
TOTAL		$73,547	-$112,614	$186,161
REVISED SURPLUS/DEFICIT		-$726,839	$16,275	-$743,114

Budget Update Timeline

At the September finance meeting, we will review the budget update. Additionally, an updated five-year deck template, focusing on trends in costs, will be presented before the September meeting.

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:

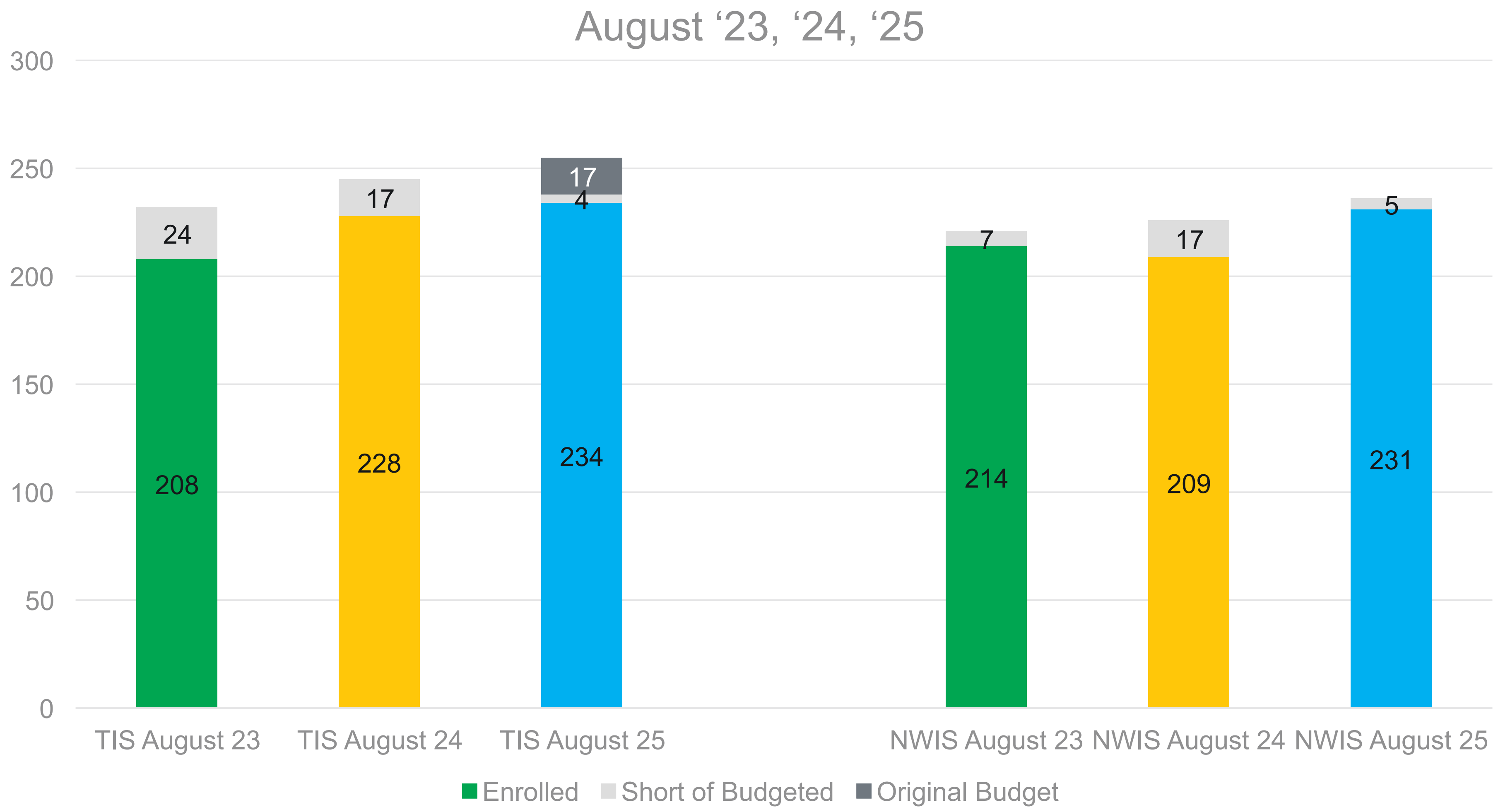
IGS_-_FY26_Budget_Draft 7.31.25.xlsx

Coversheet

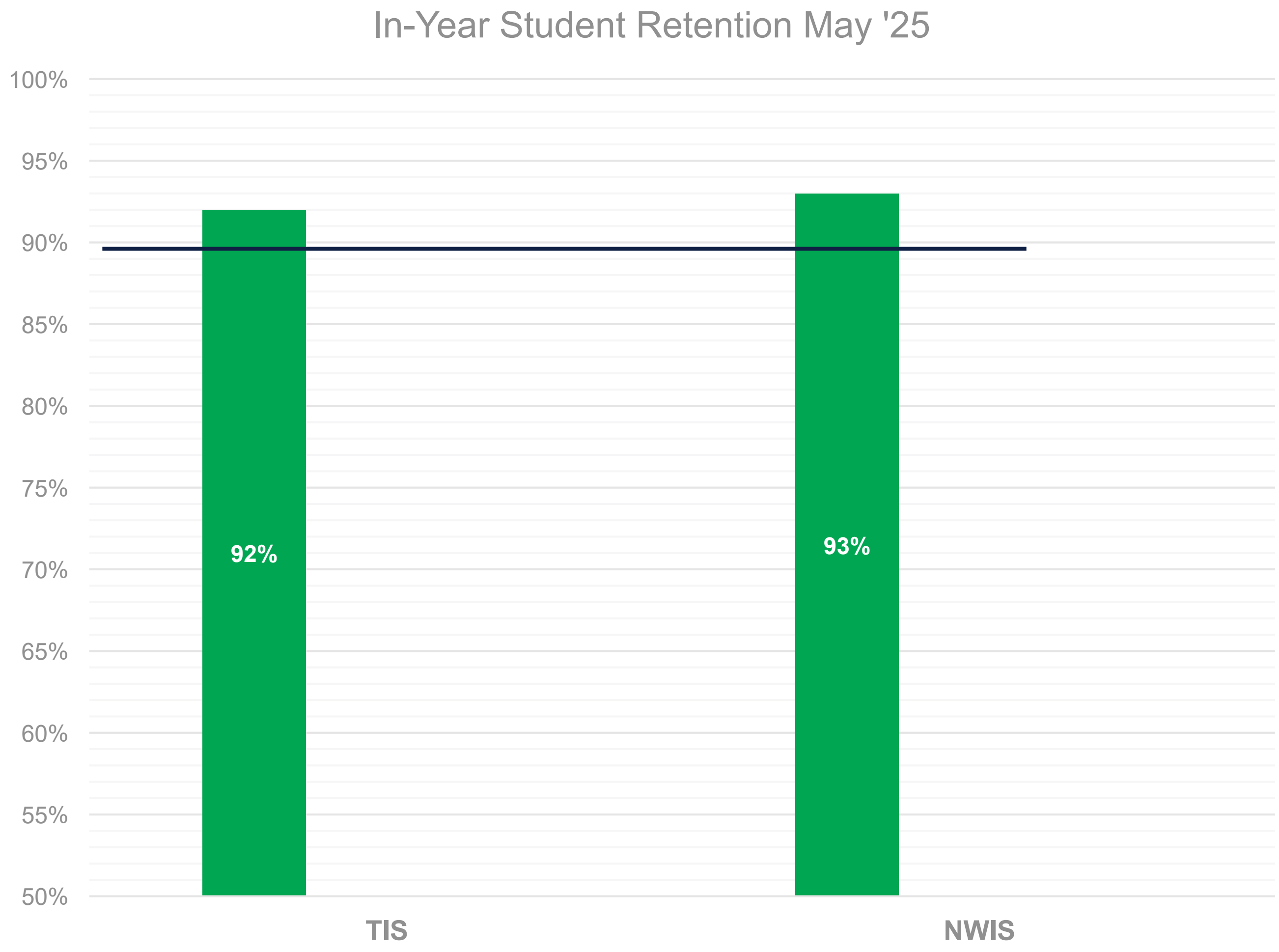
Update on Enrollment

Section: IX. Finance
Item: C. Update on Enrollment
Purpose:
Submitted by:
Related Material: Board Meeting Slides-August 6, 2025.pptx

August Enrollment Dashboard



May ‘25 Student Retention



Summer Enrollment Outreach, Tours & Marketing

- **Community Events:** **17** Community Events attended, with **3** more scheduled
- **Tours:** **62** tours have been scheduled and conducted
  - Completed @ TIS=**24**; Completed @ NWIS=**38**
- **Literature Drops to Childcare Centers, Libraries, Local Businesses, Hospitals, and Health Care Clinics:** **100** organizations visited
- **Door Hangers and Canvassing**: **100** houses *per school*
- **Meta Campaign on both Facebook and Instagram**

Coversheet

Near West Lease

Section:	X. Facilities
Item:	A. Near West Lease
Purpose:	FYI
Submitted by:	
Related Material:	Addendum to Lease Agreement KY-NWIS. draft v.1 MAF 05292025.doc NWIS Lease 2025 v.6 redline 0722205.doc Custodial Fees 2024 2025- 2025-07-22 13_28 EDT.xlsx CMSD_Supplier_Invoice_Status - 2025-07-22T122510.145.xlsx

ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease Agreement ("Agreement") is entered into by and between **The Cleveland Municipal School District**, a municipal school district organized under the laws of the State of Ohio, hereinafter described as "Board" or "Lessor" and **Near West Intergenerational School**, an Ohio nonprofit corporation, hereinafter described as "Lessee", individually a "party" and collectively, ("the parties"), and modifies and amends the existing Lease Agreement dated August 1, 2015 regarding the Kentucky School premises located at 3805 Terrett Ave Cleveland, Ohio 44113 ("Leased Premises")**.** This Addendum shall apply to the lease term beginning August 1, 2015 and ending July 31, 2025. In the event of a conflict between the terms and conditions of the Lease Agreement and this Addendum, this Addendum shall govern.

NOW, THEREFORE, in consideration of the mutual promises and provided herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to modify and amend the Lease Agreement as follows:

1. **Building Improvements**. Lessee shall be permitted to complete the masonry and caulking, brick façade, and roof repairs, improvements, and maintenance as set forth in the quotes provided to the Lessor in February and March of 2025 ("Building Improvements") and in accordance with section 4.06 and 4.07 of the Lease Agreement. Lessee shall be responsible for all costs associated with the Building Improvements. Lessee shall cause all Building Improvements to be performed by licensed and insured contractors, and Lessee shall ensure that Lessor is privy to any applicable warranties covering the Building Improvements. Lessee also agrees to notify Lessor in writing prior to the commencement of any non-emergency repairs. Lessee shall hold harmless, release, defend, and indemnify Lessor from any claims, liabilities, damages, costs, and/or expenses, including but not limited to attorney's fees, arising out of or resulting from the Building Improvement work.

2. Waiver of Custodial Fees and Utility Costs. For the 2024-2025 lease period, Lessor agrees to waive custodial, including overtime, and utility costs customarily billed to Lessee as set forth in sections 4.05 and 4.06 of the Lease Agreement. Lessor shall not invoice or hold Lessee responsible for these costs for the 2024-2025 lease period. Lessor reserves the right to pursue collection of the 2024-2025 custodial and utility costs if Lessee does not complete the Building Improvements as set forth in paragraph one (1) above.

3. No Other Modifications. Except as expressly modified herein, all other terms and conditions of the original Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date written below.

NEAR WEST INTERGENERATIONAL SCHOOL

By:___________________________________
President

THE BOARD OF EDUCATION OF THE CLEVELAND MUNICIPAL SCHOOL DISTRICT

By:___________________________________
Chair of the Board of Education

By:___________________________________
Chief Executive Officer

By:___________________________________
Chief Financial Officer

LEASE AGREEMENT

This Restatement of Lease Agreement ("Agreement") is entered into effective as of this 1st day of August 2025, by and between **THE BOARD OF EDUCATION OF THE CLEVELAND MUNICIPAL SCHOOL DISTRICT**, a municipal school district organized under the laws of the State of Ohio, hereinafter described as "Board" or "Lessor" and Near West Intergenerational School, an Ohio nonprofit corporation, hereinafter described as "Lessee".

Whereas, the Board is the owner of the real property known as the Kentucky School ("School') which presently is not needed or used by the Board for school purposes; and

Whereas, the Board has found and determined that it should not dispose of such property by sale as it shares facilities with the adjoining Garrett Morgan; and

Whereas, Lessee has been leasing the Kentucky School for the past ten years and desires to continue leasing the School.

NOW, THEREFORE, the parties hereto for and in consideration of the promises and covenants provided for herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mutually agree, each for itself and its successors and assigns, as follows:

Article I.
Leased Premises

Section 1.01. The Board, pursuant to a Resolution, hereby leases to LESSEE the **Kentucky School, located at 3805 Terrett Ave Cleveland, Ohio 44113.** Together with the land and entire building ("the Leased Space") including equipment or furnishings in the School at the time of occupancy and 1/3 of the parking spaces in the lot shared with Garrett Morgan (such parcel

{01834478v2 }

and Leased Space being hereinafter together referred to as the Leased Premises). The property is more fully described in Exhibit A and incorporated herein.

Article II.
Term

Section 2.01. TO HAVE AND TO HOLD the Leased Premises unto LESSEE, its successors and assigns for an initial term of one year (1) year ("Initial Term"), commencing on the 1st day of August, 2025 and ending on the 31st day of July, 2026, unless sooner terminated as herein provided.

Section 2.02. The Agreement shall be automatically renewed for up to one (1) additional one (1) year term upon the same terms and conditions that apply during the Initial Term, commencing August 1, 2026, and ending July 31, 2027 ("Renewal Term"), unless at least six (6) months prior to the end of the Initial Term, Lessee provides written notice to the Board of its intent to terminate, in which event this Agreement shall terminate at the expiration of the Initial Term ("Expiration"). Notwithstanding the foregoing, Lessor shall have the right to terminate this Agreement and repossess the Leased Premises by giving Lessee not less than twelve (12) months written notice specifying the termination date, if Lessor determines the Leased Premises are needed for Cleveland Metropolitan School District purposes, or that the Leased Premises shall be sold.

Upon the date of such expiration, the Agreement shall terminate, and the parties shall be released from any and all further obligations hereunder which would otherwise accrue except for Lessee's obligations set forth in Section 2.04.

Section 2.03. The parties agree to meet, at a mutually agreeable time in the month of December during the lease term and subsequent renewal term, if applicable, to discuss whether this Agreement may be extended beyond the Renewal Term. This Agreement may be extended, by mutual agreement, for additional Terms as the parties may agree on the same terms and conditions as contained in this Agreement. The Renewal Term shall commence on the day following the last day of the preceding term. Nothing in this Section shall be interpreted to affect the Board's right to terminate this Agreement for the reasons stated in Section 2.02.

Section 2.04. Upon termination, all rights and duties shall terminate with the exception of Lessee's obligation to pay any rent that may be due through the termination date, all reimbursable expenses up to the identified termination date which are payable to Lessor in accordance with the terms of this Agreement, and Lessee's obligation to Lessor under Article VII of this Agreement. Lessee's obligation in 2.04 shall survive termination of the Agreement.

Article III.
Rental Fee

Section 3.01. Lessee shall pay to the Board a flat rental fee of One Hundred Fifty Thousand Dollars ($150,000.00) ("Rental Fee") annually, payable at the office of the Chief Financial Officer of the Board, 1111 Superior Ave East, Cleveland, OH 44114 or at such other place as the Board may designate in writing, in equal monthly installments of Twelve Thousand Five Hundred ($12,500.00). The Rental Fee shall be inclusive of annual custodial costs, including ordinary and necessary overtime, and utility costs limited to gas, electric, water, sewer, and storm sewer. No additional charges shall be assessed for such utilities and custodial costs, including overtime usage, unless Lessee's use materially exceeds reasonable consumption and use, in which case Lessee shall be responsible for the materially excessive consumption and use charges. Materially exceeds shall mean usage that is more than twenty-five percent (25%) above the fiscal year 2024-2025 custodial fees, including overtime, or the fiscal year 2024-2025 gas, electric, water, sewer, and storm sewer utility costs for the Leased Premises. Lessor agrees to provide the 2024-2025 custodial fees, including overtime and the 2024-2025 gas, electric, water, sewer and storm sewer utility costs (collectively hereafter the "2024-2025 Costs" for the Leased Premises by August 31, 2025, If the Lessor does not provide sufficient documentation of the 2024-2025 Costs by the August 31, 2025 deadline, Lessee shall have no obligation to pay for any materially excessive consumption during the Initial Term or any Renewal Term. If the Lease is renewed, Lessor shall provide a total of 2025-2026 custodial fees, including overtime and the 2025-2026 gas, electric, water, sewer and storm sewer utility costs for the Leased Premises by August 31, 2026. Lessor shall invoice Lessee for the materially excess charges. ~~Lessor also reserves the right to reassess the Rental Fee amount upon thirty (30) days' written notice to Lessee.~~ Further, Lessee agrees that in the event of its vacation of the Leased Premises for any reason whatsoever during the term of the Agreement, it will, until the last day of the first full month following its vacation of the Leased Premises, maintain that amount of heat and utility services necessary to insure against the freezing of waterlines and preserve the structural integrity of the Leased Premises.

Commented [AF1]: Rejected- CMSD does not agree to this term.

Lessee may choose to utilize any other Lessor personnel. Lessee shall pay an additional fee for the other Lessor personnel that Lessee chooses to utilize at the Leased Premises. In addition to the Rental Fee set forth above, Lessee shall pay: (1) the costs of all taxes and special assessments which are incurred in operating the Leased Premises, (2) any utility costs other than those identified above in 3.01 for Lessee's operation of the Leased Premises (i.e. internet, phone) and (3) security monitoring which will include remote monitoring and "drive bys" of the Leased Premises in the same manner as provided at Garrett Morgan School . The terms and conditions of the custodian's duties at the Leased Premises are attached as Exhibit B and incorporated herein by reference as if fully rewritten herein. In addition to the custodial costs, the Lessor will be responsible for supervising the custodian in the performance of his duties. The Lessor will identify a custodian supervisor as a primary contact for the day-to-day issues that arise with building operations. The Lessee will identify its day-to-day contact.

Article IV. Use, Operation, Maintenance and Repairs

Section 4.01. Lessee shall use and occupy the Leased Premises solely for educational purposes and for other non-profit uses that support the primary use as an educational facility and for no other purpose without the written consent of Lessor, which consent shall not be withheld unreasonably. Lessor retains the right to prohibit any use that, in the reasonable opinion of the Lessor, is inappropriate, inconsistent with the policies of the Lessor or jeopardizes the Board's ownership of the Leased Premises. Lessee may establish its hours of operations provided that it does not begin operations until fifteen minutes after the custodian begins their day, which shall be no later than 7:00 a.m.. Lessee and its employees may remain in the building after the custodian shift has ended provided an administrator or designee which may be a cleaning contractor assumes responsibility for securing the building. Lessee may, at any time at its sole discretion and without the need for Lessor approval, hold an "open house", holiday celebrations, awards ceremonies, parent/teacher conferences or other similar events ("Extended Day Activities") outside of the custodian assigned shift. The custodial overtime costs for ordinary and necessary Extended Day Activities are included in the Rental Fee as set forth in section 3.01. As set forth in section 3.01, Lessee shall be responsible for paying custodial overtime that materially exceeds reasonable charges as defined in section 3.01. Lessor shall inform the Lessee of changes in the collective bargaining agreement that apply to this lease in writing. The parties shall amend this lease to reflect such changes as necessary.

Section 4.02. Lessee shall and does hereby accept said Leased Premises in the condition that it may be at the commencement date of the term of the Agreement, subject to all defects therein, whether concealed or otherwise and whether known or unknown to Lessor. Lessor hereby expressly disclaims any warranty, oral or written, concerning (a) the nature and condition of the Leased Premises and the suitability thereof for any and all activities and uses which Lessee may elect to conduct thereon, (b) the manner, construction, condition and state of repair or lack of repair of the Leased Premises, (c) the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise, and (d) the compliance of the Leased Premises with any laws, rules, ordinances, or regulations of any government or other body, it being specifically understood that Lessee has fully inspected, evaluated and accepted the Leased Premises. The Leased Premises is leased on an "AS IS, WHERE IS" basis, and Lessee expressly acknowledges that, in consideration of the agreements of Lessor herein, LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES. This provision shall survive the termination or expiration of this Lease.

Section 4.03. The Lessee shall fully comply with laws, ordinances, rules, regulations and requirements of all regularly constituted authorities, in any way affecting said Leased Premises, or the use thereof, or this Lease Agreement, and will not use or occupy said Leased Premises for any unlawful purpose. Lessor shall assign its Certificate of Occupancy for the Leased Premises to Lessee, and if unable to do so, Lessor shall assist Lessee to obtain a Certificate of Occupancy.

Section 4.04. The Lessee shall not display any signs on the Leased Premises without the prior written consent of the Chief Operating Officer, which shall not be unreasonably withheld or delayed. Lessor acknowledges that Lessee will have the right to erect at least two signs identifying the school occupying the Leased Premises provided that the signs are removed at the end of the Lease Term and any renewal Terms.

Section 4.05. The Lessee shall at its own expense pay, directly to the public utility providing the same, as and when due all charges for telephone, internet and any other utilities Lessee establishes for its use of the Leased Premises during the term of the Lease Agreement, not inclusive of the utilities set forth in section 3.01. Lessee shall indemnify, release, defend, and hold harmless the Lessor against any liability or damages on such accounts set forth in Section 4.05. In the event any utilities identified in this section are shared with another Lessor school, the allocation of costs shall be done on a per square foot basis as long as the hours of operation are similar. All such applicable charges shall be paid by Lessee and Lessee, shall, upon request by Lessor, provide Lessor with satisfactory evidence of the full payment of such charges prior to the date on which such charges would become delinquent. Lessee, with Lessor's cooperation, shall cause all utility providers to deliver all invoices for utility consumption directly to Lessee.

Section 4.06 Lessee shall, at Lessee's own expense, throughout the term of this Lease and any renewal hereof be responsible and provide for the maintenance of the interior and exterior of the Leased Premises to such extent and of such quality as to maintain such premises in a condition at least substantially the same as its present condition, reasonable wear and tear excepted. Lessor will be responsible for the performance of the Custodian. The Custodian will be responsible for snow and ice removal from the sidewalk to the entrance and grass cutting. Lessee's responsible custodial maintenance shall include, but is not limited to, all other snow and ice removal and other lawn maintenance, all window cleaning and repair, trash removal service, janitorial cleaning and pest control. The Board will be responsible for plowing the shared parking lot on days on which it is open.

Section 4.07. Lessee, working with the custodian, shall keep said Leased Premises and all parts thereof, and all fixtures, machinery and apparatus, in good repair, condition and working order. Lessee will use and keep said Leased Premises in a careful, safe and proper manner and will not commit or suffer any waste thereon.

Section 4.08. Notwithstanding the foregoing, Lessor, and not Lessee, shall be responsible for maintaining the HVAC equipment if that equipment is at another school as long as the other school remains in operation (The Lessor shall give Lessee one year notice if Garrett Morgan is to be demolished) and replacements or resurfacing of the parking areas or walkways.

Article V.
Taxes and Assessments

Section 5.01. The Lessee shall discharge all taxes and assessments upon the Leased Premises, if any. Lessor and Lessee shall cooperate to maintain the tax-exempt status of the Leased Premises.

Article VI.

Casualty Loss or Damage and Condemnation

Section 6.01. If the Leased Premises or a part thereof without the fault of the Lessee is destroyed or so damaged as to be unfit for occupancy and cannot be reasonably restored or repaired within one hundred fifty (150) days from such event, the Lease Agreement, at either party's option, may terminate. If such destruction or damage can reasonably be restored or repaired within one hundred fifty (150) days, then the Lessor shall promptly restore and repair the destruction or damage within said one hundred fifty (150) day period, provided however that

Lessor shall not be obligated to proceed with such repairs unless Lessee is willing to pay that portion of the cost that exceeds Lessor's insurance proceeds for the damage. If Lessor requests a contribution from Lessee for said unreimbursed portion and Lessee declines, then Lessor may, at its sole option, terminate this Lease in which event each party shall be released from any further obligations hereunder. The Lessor shall not be liable to the Lessee for any damage or destruction to the Lessee's property located in the Leased Premises, nor for damage or destruction to any improvements in the Leased Premises made by the Lessee. Also, the Lessor shall not be liable for any inconvenience suffered by the Lessee as a result of fire or other casualty causing damage to or destruction of the Leased Premises unless caused by the gross negligence of the Lessor.

Section 6.02. In the event that any person or corporation, municipal, public, private or otherwise, shall at any time during the term of this Agreement, or any extension hereof, take or condemn the whole or a substantial part of the Leased Premises, and the remaining portion of the Premises cannot be used by Lessee in accordance with the terms of Section 4.01 hereof, then this Agreement shall immediately cease and the Lessee shall have no recourse against the Lessor for the remainder of the term. If the whole of the Leased Premises is not taken or condemned, and if the remaining portion of the Leased Premises can be used by Lessee without any diminution of students served in accordance with the terms of Section 4.01 hereof, then this Agreement shall continue in full force and effect.

Section 6.03. All awards or compensation payable to either Lessor or Lessee on account of any condemnation or taking are hereinafter collectively called the "Award." Lessor, Lessee and any mortgagees having an interest in the Leased Premises may appear in any such proceeding or action to negotiate or prosecute on their own behalf any claim they may have for any Award. Lessor, Lessee and any such mortgagee shall each pay their respective costs and expenses in connection with each such proceeding, action, negotiation or prosecution, which costs and expenses shall be reimbursed out of any Award received, as their interests appear. Any such Award shall be applied pursuant to this Section 6.03 and all such Awards (less the expense of collecting such Award) are hereinafter referred to as the "Net Condemnation Proceeds." All portions of the Net Condemnation Proceeds awarded for the taking of Lessor's fee interest in the Leased Premises shall belong to Lessor. Notwithstanding the foregoing, Lessee shall have the right to claim and recover from the condemning authority, but not against Lessor, such compensation as may be separately awarded or recoverable by Lessee (including any sublessee) in its own right for (i) all damages to Lessee's business by reason of the Condemnation, (ii) the cost of removal and/or decrease in value, as a result of such taking, of Lessee's inventory, trade fixtures, furniture equipment, located in the Leased Premises, and (iii) the value of the leasehold, including the cost of all improvements made to the Leased Premises by Lessor, of which Lessee is deprived for the remainder of the Term or any renewal period.

Article VII.
Insurance

Section 7.01. The Lessee shall be responsible for reimbursing the Lessor for obtaining and maintaining insurance against all risk of loss by fire and other casualties on the Leased Premises. Lessee shall be responsible for insuring its property located in the Leased Premises and any improvements in the Leased Premises made by the Lessee in an amount equal to the full replacement cost thereof. The policy of insurance shall name the Lessor as an additional insured and shall expressly provide no less than 30 days prior written notice shall be given to Lessor in the event of cancellation, non-renewal or material alteration of the coverage contained in the policy. Upon request, the Lessee must provide the Lessor with evidence of such coverage.

Section 7.02. The Lessee shall, at its expense, obtain and maintain during the term of this Agreement comprehensive public liability insurance in amounts not less than One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) in the aggregate, against claims for injury or death of persons, and One Million Dollars ($1,000,000.00) against claims for property damage arising out of or in connection with the Lessee's use or occupancy of the Leased Premises. The policy of insurance shall name the Board as an additional insured and shall expressly provide no less than 30 days prior written notice shall be given to the District in the event of cancellation, non-renewal or material alteration of the coverage contained in the policy. Lessee shall provide Lessor with evidence of such coverage.

Article VIII.
Assignment and Subletting

Section 8.01. Lessee shall not sublease, assign, or permit to be used by others, all or any part of the Leased Premises during the term hereof without the express written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed; except that no prior consent shall be required for a sublease, assignment, or use by a school that is a member of the Lessee's network of schools or a school that has entered into a services agreement with it or a provider of daycare, preschool or summer care for children. In all events Lessee shall at all times remain and continue to be primarily liable for the Rental Fee to be paid hereunder and the performance of all terms and conditions of this Lease.

Article IX.
Alterations and Improvements

Section 9.01. Lessee may make improvements to the Leased Premises ("Lessee Improvements") with the prior written consent of the Chief Operating Officer, which consent shall not be unreasonably withheld or delayed. Lessee shall make no substantial alterations, additions or improvements without the prior written consent of the Chief Operating Officer of the Cleveland Municipal School District. In no event shall any alteration, addition, or improvement be permitted which would seriously impair the ability or utility of such premises to be used for school purposes. Any consent shall not constitute a waiver of the necessity for such consent for any subsequent change. All improvements shall be constructed in a good and workmanlike manner using quality materials and shall meet all applicable building codes. All structural or permanent changes made by Lessee shall be at the sole cost and expense of Lessee.

Section 9.02. If the Agreement is terminated by the Lessor during the Term, the Lessor shall pay to the Lessee a termination fee ("Termination Fee") equal to the straight line unamortized cost of any alteration or improvements constructed by Lessee that has been approved by the Chief Operating Officer in writing pursuant to Section 9.01. Notwithstanding any provision in this Agreement to the contrary, with respect to any right of termination by the Lessor provided by this Agreement or otherwise, upon the exercise of which this Agreement requires the Lessor to pay a Termination Fee to Lessee, the payment of which must be appropriated and/or certified pursuant to Section 5705.41 and/or 5705.412 of the Ohio Revised Code (or such other provisions of the Ohio Revised Code inclusive of any successor provisions to said Sections or provisions), such appropriation and/or certification (along with any other conditions to be satisfied to permit the Lessor to pay, lawfully, such Termination Fee) shall be a condition precedent to the Lessor's right to terminate this Agreement (i.e., upon the failure to satisfy such condition precedent, the Lessor shall not be permitted to exercise its right of termination of this Agreement where such right of termination would require, under this Agreement, the payment by the Lessor to the Lessee of a Termination Fee).

Commented [AF2]: Rejected- the District does not agree to this addition.

Article X.
Lessor's Access

Section 10.01. The Lessor, its agents or employees shall have the right to inspect said property at all reasonable times with reasonable notice provided the Lessor complies with the Lessee's established visitor policies and procedures.

Article XI.
Default and Remedies

Section 11.01. If the Lessee fails to pay an installment of the Rental Fee within thirty (30) days after receipt of notice that such payment is past due; fails to comply with any of the other terms, covenants, conditions or obligations of this Agreement for thirty (30) days after written notice thereof from the Lessor; ceases using the Leased Premises; commits (or permits to be committed) any unnecessary damage to the Property that is not promptly repaired; or admits in writing its inability to pay its debts generally as they become due, the Lessor, at its option, may terminate this Agreement by giving written notice to the Lessee and may exclude the Lessee from the Property.

Notwithstanding the preceding, prior to exercising any rights to terminate this Lease as a result of a default by the Lessee, Lessor shall provide written notice as described in Section 20 below of such default and shall allow LESSEE at least thirty (30) days from the date of such notice to cure such default.

Commented [AF3]: Rejected- District does not agree to "receipt"-

Section 11.02. The waiver of any breach of any covenant or condition herein contained, shall not be taken to be a waiver of any subsequent breach of the same or any other covenant or condition, nor shall the failure of the Lessor to enforce rights or seek remedies upon default of the Lessee, prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default by the Lessee.

Article XII.
Liens

Section 12.01. Lessee shall cause no liens to be placed upon the Leased Premises resulting from its leasing or use. Lessee agrees that it shall not suffer or permit to be created, or to remain, any lien or claims thereof (arising out of any work done or services, material, equipment or supplies furnished for or at the request of Lessee or by or for any contractor or subcontractor of Lessee) which is or may become a lien upon the Leased Premises or any part thereof or in the income there from or any fixture, equipment or similar property therein.

Article XIII.
Holding Over

Section 13.01. In the event Lessee, with or without the express or implied consent of said Lessor, continues to hold and occupy said Leased Premises after the expiration of the term of this Lease, such holding over beyond the term and acceptance or collection of rent by Lessor, shall operate and be construed as creating a tenancy from month to month and not for any other term whatsoever, but the same may be terminated by said Lessor by giving said Lessee thirty (30) days written notice thereof, and at any time after such termination said Lessor may reenter and take possession of said Leased Premises, any rule in law in equity to the contrary notwithstanding.

Article XIV.

Surrender of Premises

Section 14.01. Lessee shall, without demand therefor and at its own cost and expense, within ten (10) days after expiration or sooner termination of the term hereof, or of any extended term hereof, remove all property belonging to it, repair all damage to the Leased Premises caused by such removal, and restore the Leased Premises to the condition at the commencement of the Lease, reasonable wear and tear excepted. Any property not so removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor without reimbursement to Lessee. Notwithstanding the foregoing provisions of this paragraph, at the end of the term Lessee may elect, in its sole discretion, to remove any non-fixture structural improvements which it may have made in the building with the consent of Lessor as hereinabove provided (in which event it shall repair any damages to the building caused by such removal) or to abandon such improvements in place (in which event such improvements shall become the property of Lessor).

Article XV.
Captions

Section 15.01. The captions herein are for convenience and reference only.

Article XVI.
Governing Law

Section 16.01. This Lease Agreement shall be construed under the laws of the State of Ohio.

Article XVII.
Severability

Section 17.01. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article XVIII.
Complete Agreement

Section 18.01. This Lease constitutes the sole and complete agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereof.

Article XIX.
Notice

Section 19.01. All notices or other communications required or desired to be given hereunder shall be in writing and delivered either personally; by nationally recognized overnight courier; or by United States mail, postage prepaid, certified, or registered mail, return receipt requested, addressed to the party at the following addresses or to such other address as notice thereof may have been given: If they are addressed to the Lessor, at:

Chief Operating Officer
Cleveland Municipal School District
1111 Superior Ave East
Cleveland, Ohio 44114;

With a copy to

Chief Legal Officer at the same address

If addressed to Lessee, at:

Near West Intergenerational School
ATTN: Board President
3805 Terrett Ave
Cleveland, Ohio 44113

With a copy to:
Becky M. Scheiman
Nicola, Gudbranson & Cooper, LLC
Terminal Tower, Suite 2900
50 Public Square
Cleveland, Ohio 44113

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SCHOOLS

By:___________________________________
President

THE BOARD OF EDUCATION OF THE CLEVELAND MUNICIPAL SCHOOL DISTRICT

By:________________________________
Chair of the Board of Education

By:________________________________
Chief Executive Officer

By:________________________________
Chief Financial Officer

STATE OF OHIO :
: SS.
COUNTY OF CUYAHOGA:

Before me, a Notary Public in and for said County, personally appeared____
_______, of said Board of Education of the Cleveland Municipal School District, Cuyahoga County, Ohio, who acknowledged that they did sign the foregoing instrument on behalf of, the said Board of Education of the Cleveland Municipal School District, Cuyahoga County, Ohio; and that said instrument is the voluntary act and deed of such officers and the voluntary act and deed of said Board of Education of the Cleveland Municipal School District, Cuyahoga County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal this _____day of _____________, 2025.

____
Notary Public

STATE OF OHIO :
: SS.
COUNTY OF CUYAHOGA :

Before me, a Notary Public in and for said County, personally appeared____________________________________, of ___________________, Ohio, who acknowledged that he/she did sign the foregoing instrument as authorized representative of _________________________; and that said instrument is the voluntary act and deed as such representative on behalf of said ____________________________, Cuyahoga County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of____________, 2025.

____
Notary Public

Exhibit A
Legal Description

To be completed

Exhibit B
CMSD Custodian Duties

Reports to: Manager | **Department**: Operations

Classification: Custodian (Union) | **Division**: Facilities

FUNCTION: To perform all necessary tasks personally or with the aide of such other employees as are provided, and to be responsible for the proper care, operation, heating, cleaning, maintenance, and repair of any school building in the Cleveland Metropolitan School District to which he/she is assigned; to supervise and to instruct other employees in the proper performance of their duties and to control all assigned school property; to operate ,maintain, and make repairs to the boilers, stokers, fans motor, and other equipment to be found in a school building; to clean and maintain the building, lawn, shrubbery, walks and playground in the neat and approved manner; to supervise, instruct and assist other employees in doing the work required efficiently and economically.

DUTIES AND RESPONSIBILITIES:

- Assists in the selection, scheduling, orientation, and training of the building level school facilities staff
- Plans, organizes, monitors, directs, and controls all maintenance and repair work maintaining a high standard of safety, cleanliness, and efficiency of building and grounds
- Monitors the time records of all school facilities employees in the school or facility, and certifies them for salary payment
- Monitors performance of trades personnel and contractors and certifies their names for payment
- Evaluates the performance of school facilities employees in a timely manner
- Promotes the safety, health, comfort of students and employees
- Oversees the regulation of heat, ventilation, and air conditioning systems to provide temperatures appropriate to the season and to ensure economical usage of fuel, water, and electricity
- Ensures that all exit doors have free egress and are working properly when school is in session
- Makes building repairs as he/she is capable of
- Reports immediately to the principal or person charge any damage to school property
- Remains on the school premises during school hours and during non-school hours when the use of the building has been authorized and his/her attendance is required by the Chief of the Business Operations Department
- Responsible for the opening and closing of the building each school day and assures before leaving that all doors and corridors are secured
- Keeps an inventory of supplies, equipment, tools and fuel on hand and requisitions that same in a timely manner
- Conducts an ongoing program of preventive maintenance, upkeep and repair in accordance with the established facilities Division Maintenance Manual and Log
- Supervises the work of all school facilities staff assigned to the facility
- Performs other related duties as required

QUALIFICATIONS:

- Associated Degree in related area preferred
- High School Diploma or GED required
- Successful completion of Civil Service Examination required
- Two (2) or more years as legally appointed Assistant Custodian with the Cleveland Metropolitan Schools
- Valid Third Class Stationary Engineers License issued by the State of Ohio
- Good work record including performance, attendance and punctuality

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:

Custodial Fees 2024 2025- 2025-07-22 13_28 EDT.xlsx

Notice

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

CMSD_Supplier_Invoice_Status - 2025-07-22T122510.145.xlsx