

DATA MANAGEMENT/EMIS SERVICES AGREEMENT

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

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

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

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

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

TERMS & CONDITIONS

1. Terms and Termination

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

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

2. Scope of Work and Relationship

(a) Responsibilities

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

(b) Independent Contractor Status

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

3. Payment

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

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

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

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

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

4. Ownership of Work

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

5. Confidentiality

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

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

6. Representations

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

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

7. Insurance/Assignment/ Indemnification

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

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

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

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

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

8. Miscellaneous

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

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

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

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

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

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

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

Christopher McDonnell & Associates, LLC

Governing Authority/School

By: _____

Its: _____

By: _____

Date: _____

Its: _____

EXHIBIT A

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

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