

AGREEMENT BETWEEN THE
ORANGE CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND
THE BEACHWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION

This Agreement ("Agreement") is made and entered into by and between the Orange City School District Board of Education ("Receiving District") and the Beachwood City School District Board of Education ("Sending District").

WHEREAS, [REDACTED] ("Parents") own a single-family dwelling located at [REDACTED] ("Property") where they reside;

WHEREAS, Parents' current school-aged children, [REDACTED], ("Students") were enrolled in the Receiving District, beginning in the [REDACTED] school years, respectively and have attended school in the Receiving District since that time even though the Property is located in the Sending District;

WHEREAS, Students have established relationships and become part of the Receiving District community during their enrollment, and both the Receiving District and the Sending District want to provide educational continuity for Students during the 2020-2021 school year and until such time as the Students receive a high school diploma or reach twenty-two years of age, whichever occurs first;

WHEREAS, the Receiving District and Sending District wish to authorize and direct their respective Superintendents, current and future, to enter into a Superintendent's Agreement to Enroll Non-Resident Students annually no later than August 1st permitting the Students to attend school in the Receiving District so long as the Parents continue to reside in the Property and the Students remain continuously enrolled in the Receiving District;

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Superintendent's Agreement to Enroll Non-Resident Students for the 2020-2021 School Year. In accordance with Ohio Revised Code Section 3313.64(F)(12), the Superintendent of the Receiving District and the Sending District shall enter into a Superintendent's Agreement to Enroll Non-Resident Students consenting to the attendance of Students in the Receiving District for the 2020-2021 school year but only if the Parents continue to reside in the Property and the Students have remained continuously enrolled in the Receiving District. The Superintendent's Agreement to Enroll Non-Resident Students for the 2020-2021 school year is attached hereto behind Appendix "A".

2. Superintendent's Agreement to Enroll Non-Resident Students for Subsequent School Years. For subsequent school years, the Superintendent of the Receiving District and the Sending District shall enter into the same Superintendent's Agreement to Enroll Non-Resident Students attached hereto behind Appendix "A" no later than August 1st but only if the Parents continue to reside in the Property and the Students have remained continuously enrolled in the Receiving District. The form of the Superintendent's Agreement to Enroll Non-Resident Students shall be modified annually to provide the applicable school year, signatories, names of

all school-aged children including any future school-aged children, and amount of payment from the Sending District to the Receiving District which shall be the portion of real estate taxes received by the Sending District for the Property during the tax year commencing on the preceding January 1st. If the real estate taxes for the Property are delinquent, the Sending District shall not make payment to the Receiving District until such time as the delinquent real estate taxes are paid. Real estate delinquencies for the Property shall not relieve the Sending District of any other obligation under this Agreement and shall not relieve the Receiving District of any obligation under this Agreement.

3. **Future School-Aged Children.** Both the Receiving District and Sending District agree that this Agreement applies to any future school-aged children of Parents but only if the Parents continue to reside in the Property and the Students have remained continuously enrolled in the Receiving District.

4. **Payment from Sending District to Receiving District.** As a result of Students' attendance in the Receiving District, the Treasurer/CFO of the Sending District shall pay the Receiving District the portion of real estate taxes received by the Sending District for the Property during the tax year commencing on the preceding January 1st. Both the Sending District and the Receiving District determine that the foregoing payment(s) and the attendance of Students in the Receiving District in exchange for the foregoing payment(s) are a proper public purpose, and that neither the Sending District nor the Receiving District shall owe any additional payment(s) to the other as a result of Students' attendance in the Receiving District through the end of any school year when this Agreement is in effect. The Sending District shall provide to the Receiving District a fully executed certificate of availability of funds covering each year when this Agreement is in effect. The Receiving District and Sending District shall provide the other a certified copy of the Board Resolution authorizing this Agreement.

5. **Term.** This Agreement shall remain in effect so long as the Parents continue to reside in the Property and the Students remain continuously enrolled in the Receiving District. Notwithstanding the foregoing, should the Parents move out of the Property prior to the end of any school year, this Agreement shall terminate at the time of such move, and Students shall enroll in the new district of residence as set forth in Ohio Revised Code Section 3313.64. Should Students enroll in another school, public or private, during any school year, this Agreement shall terminate at the time of such enrollment. This Agreement shall also terminate should any public agency, including but not limited to, the Ohio Department of Education and/or the Auditor of State, determine this Agreement is invalid and in such case, Students shall enroll in the district of residence as set forth in Ohio Revised Code 3313.64. The Receiving District shall return a proportionate amount of the Payment to the Sending District if this Agreement is terminated during a school year for any reason.

6. **Non-Precedent Setting.** This Agreement is based on the unique facts and circumstances set forth herein and shall not be used by either District as precedent for any future Superintendent's Agreement to Enroll Non-Resident Students regarding students not covered by this Agreement.

7. **Miscellaneous.** As used in this Agreement, "Parents" mean at least one parent as that term is defined in Ohio Revised Code Section 3313.64 who resides in the Property. The recitals on page 1 of this Agreement are hereby incorporated in this Agreement as if fully rewritten herein.

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**THE ORANGE CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Beth Wilson-Fish, President	Date
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Todd Puster, Treasurer/CFO	Date
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Authorizing Board Resolution No. _____

**THE BEACHWOOD CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Dr. Brian Weiss, President	Date
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Michele Mills, Treasurer/CFO	Date
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**ON BEHALF OF THE ORANGE CITY
SCHOOL DISTRICT BOARD OF EDUCATION**

Dr. Lynn Campbell, Superintendent Date

**ON BEHALF OF THE BEACHWOOD CITY
SCHOOL DISTRICT BOARD OF EDUCATION**

Dr. Robert P. Hardis, Superintendent Date

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Beth Wilson-Fish, President	Date
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Todd Puster, Treasurer/CFO	Date
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Dr. Lynn Campbell, Superintendent Date

**ON BEHALF OF THE BEACHWOOD CITY
SCHOOL DISTRICT BOARD OF EDUCATION**

Dr. Robert P. Hardis, Superintendent Date

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