

Orientation and Mobility

Instructor: Judith Ann Harpley

Rate: \$110.00 per session

Contract Period: August 2018 – June 2019

5/15/18

Responsibilities of the vendor:

Judith Ann Harpley/Harpley CS LLC agrees to provide Orientation and Mobility services, consultation and in-service training activities to benefit the students who are identified as visually impaired through the Special Education Department of the Revere Local School District.

The vendor will provide individual instructional training/consult to one visually impaired student at two double sessions per month for the 18/19 school year. She will also receive two ESY sessions for orientation to 9th grade classes. The rate is \$110.00 per session. The vendor will assume costs for transportation, clerical expenses and liability.

Vendor _____ Date _____

Board of Education _____ Date _____

Treasurer _____ Date _____

New Document



Re-Education

Services, Inc. Providing Special Education & Individualized Programming

Attachment 2

Student Service Agreement - Re-Ed ACCESS

Student Name: ,

Parent/Guardian Name:

Address: ,

Placing School District: Revere Local School District

STUDENT A

Terms and Conditions of Purchase Agreement:

Payment: Revere Local School District will pay Re-Ed ACCESS a per diem rate of **\$274** for the above named student, for each school day not to exceed 182 days in the **2018 - 2019** school year.
Payment received after due date (30 days) will be assessed a late fee of \$100 per month.

Length of Agreement: The term of this agreement will not exceed one (1) school year and will automatically expire at the end of the **2018 - 2019** school year (**5/30/2019**). The school year is not to exceed 182 days including teacher in-service days, calamity days, truancy and absenteeism. Graduating students will be welcomed on the school's final days and billing will reflect such (up to 182 days).

Rights & Duties: Re-Ed ACCESS reserves the right to take immediate action in situations where a student, by act or omission, poses a risk of injury, harm or other danger to himself or to others. Such action may include, but is not limited to, immediate dismissal from the Re-Ed ACCESS program, emergency referral to psychiatric or other institutional healthcare providers, and/or securing assistance from local law enforcement authorities. The Placing School District will be promptly informed in the event such an exigent situation arises.

Termination of Agreement: In the event the above named student is no longer residing in the Placing School District and/or no longer attending Re-Ed ACCESS, the parties' respective obligations under this agreement for the student named above will cease as of the last day on which the student is enrolled at Re-Ed ACCESS.

In the event that Re-Ed ACCESS determines that the student is not benefiting from the programming and services provided by Re-Ed ACCESS, Re-Ed ACCESS may terminate this Agreement. The student will be returned to the Placing School District so that educational programs and services can continue to be delivered to the student through the Placing School District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative: _____

Date: ____/____/____

Re-Ed ACCESS
Representative: _____

Date: 5/8/18

MENTOR CAMPUS | BUSINESS OFFICE
 6176 Reynolds Road
 Mentor, Ohio 44060
 PHONE 440 | 257-3131
 FAX 440 | 257-3132

BEDFORD CAMPUS
 370 Center Road
 Bedford, Ohio 44146
 PHONE 440 | 232-9055
 FAX 440 | 232-9078

New Document


Re-Education

Services, Inc. Providing Special Education & Individualized Programming

Attachment 3

Student Service Agreement - Re-Ed ASPIRE

Student Name:

Parent/Guardian Name:

Address:

Placing School District: Revere Local School District

STUDENT B

Terms and Conditions of Purchase Agreement:

Payment: _____ Revere Local School District _____, will pay Re-Ed ASPIRE a per diem rate of \$ 183 for the above named student for each school day not to exceed 182 days in the 2018 - 2019 school year.

Payment received after due date (30 days) will be assessed a late fee of \$ 100 per month.

Length of Agreement: The term of this agreement will not exceed one (1) school year and will automatically expire at the end of the 2018 - 2019 school year (5/30/2019). The school year is not to exceed 182 days including teacher in-service days, calamity days, truancy and absenteeism. Graduating students will be welcomed on the school's final days and billing will reflect such (up to 182 days).

Rights & Duties: Re-Ed ASPIRE reserves the right to take immediate action in situations where a student, by act or omission, poses a risk of injury, harm or other danger to himself or to others. Such action may include, but is not limited to, immediate dismissal from the Re-Ed ASPIRE program, emergency referral to psychiatric or other institutional healthcare providers, and/or securing assistance from local law enforcement authorities. The Placing School District will be promptly informed in the event such an exigent situation arises.

Termination of Agreement: In the event the above named student is no longer residing in the Placing School District and/or no longer attending Re-Ed ASPIRE, the parties' respective obligations under this agreement for the student named above will cease as of the last day on which the student is enrolled at Re-Ed ASPIRE.

In the event that Re-Ed ASPIRE determines that the student is not benefiting from the programming and services provided by Re-Ed ASPIRE, Re-Ed ASPIRE may terminate this Agreement. The student will be returned to the Placing School District so that educational programs and services can continue to be delivered to the student through the Placing School District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative: _____ **Date:** ____/____/____

Re-Ed ASPIRE Representative: Fredrick A. Frisco **Date:** 5 / 8 / 18

MENTOR CAMPUS | BUSINESS OFFICE

6176 Reynolds Road

Mentor, Ohio 44060

PHONE 440 | 257-3131

FAX 440 | 257-3132

BEDFORD CAMPUS

370 Center Road

Bedford, Ohio 44146

PHONE 440 | 232-9055

FAX 440 | 232-9078

New Document


Re-Education

Services, Inc. Providing Special Education & Individualized Programming

Attachment 4

Student Service Agreement - Re-Ed ASPIRE

Student Name:

Parent/Guardian Name:

Address:

Placing School District: Revere Local School District

STUDENT C

Terms and Conditions of Purchase Agreement:

Payment: Revere Local School District, will pay Re-Ed ASPIRE a per diem rate of \$ 183 for the above named student for each school day not to exceed 182 days in the 2018 - 2019 school year.

Payment received after due date (30 days) will be assessed a late fee of \$ 100 per month.

Length of Agreement: The term of this agreement will not exceed one (1) school year and will automatically expire at the end of the 2018 - 2019 school year (5/30/2019). The school year is not to exceed 182 days including teacher in-service days, calamity days, truancy and absenteeism. Graduating students will be welcomed on the school's final days and billing will reflect such (up to 182 days).

Rights & Duties: Re-Ed ASPIRE reserves the right to take immediate action in situations where a student, by act or omission, poses a risk of injury, harm or other danger to himself or to others. Such action may include, but is not limited to, immediate dismissal from the Re-Ed ASPIRE program, emergency referral to psychiatric or other institutional healthcare providers, and/or securing assistance from local law enforcement authorities. The Placing School District will be promptly informed in the event such an exigent situation arises.

Termination of Agreement: In the event the above named student is no longer residing in the Placing School District and/or no longer attending Re-Ed ASPIRE, the parties' respective obligations under this agreement for the student named above will cease as of the last day on which the student is enrolled at Re-Ed ASPIRE.

In the event that Re-Ed ASPIRE determines that the student is not benefiting from the programming and services provided by Re-Ed ASPIRE, Re-Ed ASPIRE may terminate this Agreement. The student will be returned to the Placing School District so that educational programs and services can continue to be delivered to the student through the Placing School District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative: _____ **Date:** ____/____/____

Re-Ed ASPIRE Representative: Fredrick A. Inio **Date:** 5/8/18

New Document

**Revere School Administration
P. O. Box 340
Bath, Ohio 44210**

Audiology Services Agreement

This Audiology Services Agreement ("Agreement") is entered into effective as of the First day of August, 2018, between Children's Hospital Medical Center of Akron, Department of Family Child Learning Center ("Children's") and Revere School District ("District").

Whereas, District desires to enter into an arrangement with Children's whereby Children's will provide Audiology Services to their students during the **2018-2019** school year through Family Child Learning Center, and

Whereas, Children's employs or otherwise retains persons who are qualified and trained to furnish audiology services to District and is willing to make the Provider available to District.

Now, therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereby agree as follows:

Article I. Children's Obligations

1.1 Services. In exchange for the payments made to it by the District pursuant to Section 2.1 Children's agrees to make Provider available to provide audiology services to students of District (the "Services"). Children's shall provide an audiologist to provide Services for up to **Thirteen (13)** days from **August 1, 2018 through June 30, 2019**. Services will be provided at various schools operated by the District, as agreed upon by the parties.

1.2 Periodic Meetings. The parties agree that representatives from the District and Children's will meet from time to time to discuss the efficient administration of the Services provided hereunder.

1.3 Children's Employees. The parties understand and agree that the Provider shall be and will remain throughout the term of the Agreement Children's employee. As such, Children's will be solely responsible for the Provider's wages. Further, Children's shall have sole authority regarding the direction and discipline of the Provider and any benefits, and regarding all employment policies, procedures and practices.

1.4 Compliance. Children's shall ensure that Provider meets the District standards and policies and procedures applicable to the provision of Services.

Article II. Obligations

2.1 Consideration. Children's will submit quarterly an invoice for the allowable costs for the performance of work hereunder. District must receive the final invoice no later than sixty days after the expiration of the project period. Invoices shall be submitted to **Revere Schools Administration, Coordinator of Special Services, Attention: Abby Kassel, MA, P. O. Box 340, Bath, Ohio 44210**. The District's total obligation to Children's under this Agreement is

Article V. Miscellaneous

5.1 Amendments. This Agreement may not be amended except by a written amendment executed by both of the parties hereto.

5.2 Entire Agreement. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Agreement.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

5.4 Severability. Every provision of this Agreement is intended to be severable. In the event that any provision of this Agreement is rendered illegal, invalid or unenforceable by a federal or state law, rule or regulation, or declared illegal, invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

5.5 Headings. Headings are used herein solely for the convenience of the parties and are not part of this Agreement.

5.6 Waiver of Breach. The waiver by a party of a breach of or default under any term or provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach or default under the same or any other term or provision of this Agreement by that party.

5.7 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees or any other similar cause beyond the reasonable control of either party.

5.8 No Third Party Beneficiaries. None of the provisions of this Agreement are for the benefit of or are enforceable by any third party.

5.9 Student Health Records. All student health records shall be the sole and exclusive property of District, subject to any access and copying rights as provided by law. Children's will have reasonable access to such books, records and other materials and information as necessary to perform Services under this Agreement and for other lawful purposes both during and after the term of this Agreement. District will retain all books, records and other materials developed and maintained hereunder for the time periods required by applicable law and generally accepted record keeping practices. District and Children's shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical and Student records.

BUDGET SUMMARY

Sandra Domoracki, Au.D. Audiologist	Thirteen (13) days @ \$550/day	\$7,150.00
--	--------------------------------	------------

TOTAL CONTRACT AMOUNT		\$7,150.00
------------------------------	--	-------------------

*Includes mileage at rate of \$.50 per mile

**Includes Secretarial support from staff
at Family Child Learning Center

New Document



KidsLink Neurobehavioral Center
899 Frost Road
Streetsboro, OH 44241
Phone: 330-963-8600
Fax: 330-963-8680
www.kidslinkohio.com

KIDSLINK AGREEMENT FOR PROVISION OF CONSULTATION SERVICES

This district agreement (the "Agreement"), dated as of June 7, 2018, is entered into by and between KidsLink Neurobehavioral Center, Inc., an Ohio corporation ("KidsLink"), having a place of business at 899 Frost Road, Streetsboro, Ohio 44241, and Revere School District, (the "School District"). This Agreement is being entered into evidence the following agreements and understandings:

WITNESSETH

WHEREAS, pursuant to the terms of this Agreement, the School District agrees to purchase certain consulting services from KidsLink;

WHEREAS, KidsLink is qualified and willing to provide such services to the School District; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, KidsLink and the School District agree as follows:

Services

KidsLink and the School District agree, based on mutually agreeable times and dates, that KidsLink and its staff will perform selected services for the School District that may include but not limited to:

- Evaluation of the School District's program for students with autism.

- Evaluation of the School District's classroom environments.
- Creation of a written professional development plan (the "PD Plan") to provide a variety of training activities to School District staff providing services to students with autism.
- Presentations of the PD Plan to School District staff, administrators, students' parents and the School District's board of education.
- Creation of an action plan for the development of an individual classroom environment.
- Oversight of behavioral teaching programs.
- Educational evaluations as necessary determined by the KidsLink staff and outlined in the PD Plan.
- Professional support to individual students in inclusive settings.
- Functional behavior assessments and the development of behavior intervention plans.
- Serve as the district autism expert if needed in due process and/or other legal proceedings relative to the students in which the KidsLink staff has been involved.
- Communicate with another agency's staff to facilitate the transition of a student back to the School District.
- Recommendations for appropriate and specific data collection analysis and usage.

All of the above, collectively, referred to herein as the "Services".

Disclaimers

In providing the Services to the School District, KidsLink will use its best professional efforts and judgment, and will provide the Services in a professional manner; however, the Services are provided with the following disclaimers:

- KidsLink cannot guarantee the outcome or effectiveness of the Services for any individual student.
- KidsLink cannot be accountable for School District staff implementation of the plans contained in this Agreement, and/or programming following KidsLink training of School District staff.
- KidsLink will work within the parameters of the individual educational plan team to support the team in what they consider to be best practices; however, KidsLink has an ethical obligation to inform the team if the services provided by the team are not

adequately meeting the needs of the student.

- At any time before or during the term of this Agreement, if KidsLink or KidsLink staff feels that an alternative educational setting is necessary for a student to make academic and behavior progress, KidsLink will inform the School District's administration of such recommendation.
- When a consultation's purpose is to improve the educational program for a specific student, professional boards and ethical standards dictate that primary obligations of KidsLink and KidsLink staff are to the student, as contrasted with the School District, regardless of the financial responsibilities inscribed in this Agreement.
- Once KidsLink presents recommendations or assessments findings to the School District, they will not be modified.

Communication

School District

Evaluation Team Reporting ("ETR") and Individual Education Program ("IEP")
Considerations:

- ETR, IEP and student related reports are necessary documentation needed by KidsLink in order to provide the Services in this Agreement to a specific student.
- KidsLink staff can attend an IEP meeting when asked to do so by School District personnel.

KidsLink

- KidsLink will communicate with authorized School District staff and provide documentation and reports pertaining to the Services as necessary.
- KidsLink's staff may attend an IEP meeting if requested to do so by the School District.
- KidsLink staff will not communicate with any student's specific family via email or telephone unless specifically authorized in writing to do so by the School District.
- Once KidsLink is engaged by the School District, then they must have a signed release to talk to any student's parent.

Term

- This Agreement is effective upon the execution of both parties below. Either party may terminate this Agreement at any time with thirty (30) days written notice. Payment prior to services being provided is not a guarantee that this Agreement will

continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual services provided.

Compensation:

KidsLink consultant rates are as follows:

- Doctoral Level Psychologist or Board Certified Behavior Analyst (BCBA-D) = \$200 per hour (including direct and indirect consultation and travel).
- Master Level Consultant (SLP, OT, PT, BCBA, or Related Consultant) = \$165 per hour (including direct and indirect consultation and travel).
- BCABA (Board Certified Associate Behavior Analyst) Consultant = \$165 per hour (including direct and indirect consultation and travel).
- KidsLink will invoice the School District monthly according to KidsLink's billing practices, based on services provided hereunder, with such payments being due and payable on the first day of each month for the duration of this Agreement.
- Simple interest shall accrue on any unpaid sums that are past due under this Agreement for more than five (5) days at the rate of ten percent (10.0%) per annum (computed on the basis of a 360-day year of twelve 30-day months) will be charged, commencing from the date of each such unpaid payment.

Miscellaneous

- This Agreement amends, restates and supercedes any and all prior agreements or understandings between KidsLink and the School District regarding the Services, which are of no further force and effect, and is the complete and exclusive statement of the understanding of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications. Any and all amendments to this Agreement must be made in writing and signed by all parties.
- This Agreement may not be assigned by either party without the written consent of the other party. This Agreement shall be binding upon each party hereto, as well as their successors in interest and assigns.
- This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. Any dispute concerning the terms of this Agreement shall be held in a state or federal court in or for Summit County, Ohio.
- If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- Each of the School District and KidsLink represents and warrants that this Agreement does not conflict with any other agreement or term applicable to or binding to it as of

the date hereof, and each party agrees to promptly notify the other party in the event that any such conflict does arise during the term hereof.

- This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[NO FURTHER TEXT ON THIS PAGE, SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

KidsLink Neurobehavioral Center, Inc.,
an Ohio corporation

By: _____
Name: _____
Title: _____

Revere School District
a/an _____

By: _____
Name: _____
Title: _____

New Document



KidsLink Neurobehavioral Center
899 Frost Road
Streetsboro, OH 44241
330-963-8600
www.kidslinkohio.com

KIDSLINK SCHOOL DISTRICT CONTRACT

RECITALS

This Placement Contract (hereinafter "Agreement ") is made by and between the KidsLink School, LLC and Revere School District. Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, Revere School District agrees to purchase therapeutic services (hereinafter "placement") from KidsLink School for the student.

WHEREAS, KidsLink School is qualified and willing to provide services to the student.

AGREEMENT

Services:

The Revere School District's team responsibility is to evaluate and provide the most up to date "ETR" and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics, direct therapies as listed in the IEP as well as behavior management. The development and implementation of the above services, being presented in an individualized education program "IEP", are the mutual responsibility of KidsLink School and The District. Excluded are any other services not mentioned in this contract.

There is a minimum of a 15 hour program development/initiation fee and up to 15 hour transition fee to assist with transition out of the program when the IEP team determines it is appropriate that is billed at the rate of \$165 per hour. Additional hours beyond this described amount will be discussed by the team prior to accruing or billing for any of these hours.

KidsLink School's overall goal, where possible, is to transition students back to their home district per the IEP team support. With this goal in mind KidsLink would request access to general education student materials (i.e. books, curriculum and related supports) for the collaborating age/grade level of the student enrolled to appropriately prepare them to transition.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

Communication:

As part of KidsLink School's primary obligation to provide the most appropriate education to the student, communication between the family and KidsLink School is very important. KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his education. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length). The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

Term: Placement shall begin September 1, 2018 and end August 31, 2019. Dates of services are identified by the adopted KidsLink School Calendar reflecting 200 days of services in the school year from 9/1/18 to 8/31/19. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice.

Program Staffing: KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

Compensation: The total amount per student is as follows:

<i>STUDENT A</i>	- \$78,000.00/year
	\$6,500.00 per month

Which will be billed in (12) installments of \$6,500.00 beginning September 1, 2018. Invoices will be sent on the 15th of the previous month with payment due by the 15th of the month of service. There will be a \$100 discount for payments postmarked by the 1st of each month. The final bill for this contract will be August 1st of 2019.

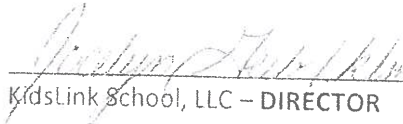
All checks shall be made payable to KidsLink School, LLC and be addressed to 899 Frost Road, Streetsboro, OH 44241.

Termination. Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

Drafting of Agreement. Both parties contributed equally in the drafting of the Agreement.

Entire Agreement. This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of any agreement between KidsLink and another party supersedes any other agreement that the other party has entered into with any other party.

Governing Law. This Agreement is made in Portage County Ohio and shall be governed by the laws of Ohio.


KidsLink School, LLC – DIRECTOR


Date

The Revere School District's Representative
By:

Date

New Document



KidsLink Neurobehavioral Center
899 Frost Road
Streetsboro, OH 44241
330-963-8600
www.kidslinkohio.com

KIDSLINK SCHOOL DISTRICT CONTRACT

RECITALS

This Placement Contract (hereinafter "Agreement") is made by and between the KidsLink School, LLC and Revere School District. Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, Revere School District agrees to purchase therapeutic services (hereinafter "placement") from KidsLink School for the student.

WHEREAS, KidsLink School is qualified and willing to provide services to the student.

AGREEMENT

Services:

The Revere School District's team responsibility is to evaluate and provide the most up to date "ETR" and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics, direct therapies as listed in the IEP as well as behavior management. The development and implementation of the above services, being presented in an individualized education program "IEP", are the mutual responsibility of KidsLink School and The District. Excluded are any other services not mentioned in this contract.

There is a minimum of a 15 hour program development/initiation fee and up to 15 hour transition fee to assist with transition out of the program when the IEP team determines it is appropriate that is billed at the rate of \$165 per hour. Additional hours beyond this described amount will be discussed by the team prior to accruing or billing for any of these hours.

KidsLink School's overall goal, where possible, is to transition students back to their home district per the IEP team support. With this goal in mind KidsLink would request access to general education student materials (i.e. books, curriculum and related supports) for the collaborating age/grade level of the student enrolled to appropriately prepare them to transition.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

Communication:

As part of KidsLink School's primary obligation to provide the most appropriate education to the student, communication between the family and KidsLink School is very important. KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his education. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length). The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

Term: Placement shall begin September 1, 2018 and end August 31, 2019. Dates of services are identified by the adopted KidsLink School Calendar reflecting 200 days of services in the school year from 9/1/18 to 8/31/19. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice.

Program Staffing: KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

Compensation: The total amount per student is as follows:

<i>STUDENT B</i>	- \$78,000.00/year
	\$6,500.00 per month

Which will be billed in (12) installments of \$6,500.00 beginning September 1, 2018. Invoices will be sent on the 15th of the previous month with payment due by the 15th of the month of service. There will be a \$100 discount for payments postmarked by the 1st of each month. The final bill for this contract will be August 1st of 2019.

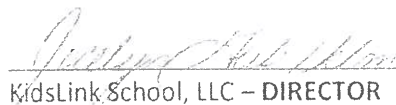
All checks shall be made payable to KidsLink School, LLC and be addressed to 899 Frost Road, Streetsboro, OH 44241.

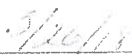
Termination. Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

Drafting of Agreement. Both parties contributed equally in the drafting of the Agreement.

Entire Agreement. This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of any agreement between KidsLink and another party supersedes any other agreement that the other party has entered into with any other party.

Governing Law. This Agreement is made in Portage County Ohio and shall be governed by the laws of Ohio.


KidsLink School, LLC – DIRECTOR


Date

The Revere School District's Representative
By:

Date

New Document



KidsLink Neurobehavioral Center
899 Frost Road
Streetsboro, OH 44241
330-963-8600
www.kidslinkohio.com

KIDSLINK SCHOOL DISTRICT CONTRACT

RECITALS

This Placement Contract (hereinafter "Agreement ") is made by and between the KidsLink School, LLC and Revere School District. Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, Revere School District agrees to purchase therapeutic services (hereinafter "placement") from KidsLink School for the student.

WHEREAS, KidsLink School is qualified and willing to provide services to the student.

AGREEMENT

Services:

The Revere School District's team responsibility is to evaluate and provide the most up to date "ETR" and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics, direct therapies as listed in the IEP as well as behavior management. The development and implementation of the above services, being presented in an individualized education program "IEP", are the mutual responsibility of KidsLink School and The District. Excluded are any other services not mentioned in this contract.

There is a minimum of a 15 hour program development/initiation fee and up to 15 hour transition fee to assist with transition out of the program when the IEP team determines it is appropriate that is billed at the rate of \$165 per hour. Additional hours beyond this described amount will be discussed by the team prior to accruing or billing for any of these hours.

KidsLink School's overall goal, where possible, is to transition students back to their home district per the IEP team support. With this goal in mind KidsLink would request access to general education student materials (i.e. books, curriculum and related supports) for the collaborating age/grade level of the student enrolled to appropriately prepare them to transition.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

Communication:

As part of KidsLink School's primary obligation to provide the most appropriate education to the student, communication between the family and KidsLink School is very important. KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his education. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length). The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

Term: Placement shall begin September 1, 2018 and end August 31, 2019. Dates of services are identified by the adopted KidsLink School Calendar reflecting 200 days of services in the school year from 9/1/18 to 8/31/19. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice.

Program Staffing: KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

Compensation: The total amount per student is as follows:

STUDENT C

- \$78,000.00/year
\$6,500.00 per month

Which will be billed in (12) installments of \$6,500.00 beginning September 1, 2018. Invoices will be sent on the 15th of the previous month with payment due by the 15th of the month of service. There will be a \$100 discount for payments postmarked by the 1st of each month. The final bill for this contract will be August 1st of 2019.

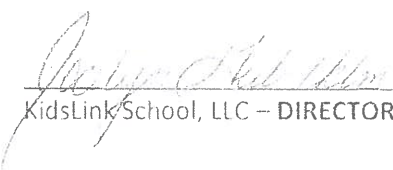
All checks shall be made payable to KidsLink School, LLC and be addressed to 899 Frost Road, Streetsboro, OH 44241.

Termination. Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

Drafting of Agreement. Both parties contributed equally in the drafting of the Agreement.

Entire Agreement. This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of any agreement between KidsLink and another party supersedes any other agreement that the other party has entered into with any other party.

Governing Law. This Agreement is made in Portage County Ohio and shall be governed by the laws of Ohio.


KidsLink School, LLC – DIRECTOR

5/17/18
Date

The Revere School District's Representative
By:

Date

New Document



KidsLink Neurobehavioral Center
899 Frost Road
Streetsboro, OH 44241
330-963-8600
www.kidslinkohio.com

KIDSLINK SCHOOL DISTRICT CONTRACT

RECITALS

This Placement Contract (hereinafter "Agreement ") is made by and between the KidsLink School, LLC and Revere School District. Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, Revere School District agrees to purchase therapeutic services (hereinafter "placement") from KidsLink School for the student.

WHEREAS, KidsLink School is qualified and willing to provide services to the student.

AGREEMENT

Services:

The Revere School District's team responsibility is to evaluate and provide the most up to date "ETR" and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics, direct therapies as listed in the IEP as well as behavior management. The development and implementation of the above services, being presented in an individualized education program "IEP", are the mutual responsibility of KidsLink School and The District. Excluded are any other services not mentioned in this contract.

There is a minimum of a 15 hour program development/initiation fee and up to 15 hour transition fee to assist with transition out of the program when the IEP team determines it is appropriate that is billed at the rate of \$165 per hour. Additional hours beyond this described amount will be discussed by the team prior to accruing or billing for any of these hours.

KidsLink School's overall goal, where possible, is to transition students back to their home district per the IEP team support. With this goal in mind KidsLink would request access to general education student materials (i.e: books, curriculum and related supports) for the collaborating age/grade level of the student enrolled to appropriately prepare them to transition.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

Communication:

As part of KidsLink School's primary obligation to provide the most appropriate education to the student, communication between the family and KidsLink School is very important. KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his education. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length). The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

Term: Placement shall begin September 1, 2018 and end August 31, 2019. Dates of services are identified by the adopted KidsLink School Calendar reflecting 200 days of services in the school year from 9/1/18 to 8/31/19. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice.

Program Staffing: KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

Compensation: The total amount per student is as follows:

STUDENT D

- \$78,000.00/year
\$6,500.00 per month

Which will be billed in (12) installments of \$6,500.00 beginning September 1, 2018. Invoices will be sent on the 15th of the previous month with payment due by the 15th of the month of service. There will be a \$100 discount for payments postmarked by the 1st of each month. The final bill for this contract will be August 1st of 2019.

All checks shall be made payable to KidsLink School, LLC and be addressed to 899 Frost Road, Streetsboro, OH 44241.

Termination. Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

Drafting of Agreement. Both parties contributed equally in the drafting of the Agreement.

Entire Agreement. This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of any agreement between KidsLink and another party supersedes any other agreement that the other party has entered into with any other party.

Governing Law. This Agreement is made in Portage County Ohio and shall be governed by the laws of Ohio.


KidsLink School, LLC – DIRECTOR


Date

The Revere School District's Representative
By:

Date

New Document



KidsLink Neurobehavioral Center
899 Frost Road
Streetsboro, OH 44241
330-963-8600
www.kidslinkohio.com

KIDSLINK SCHOOL DISTRICT CONTRACT

RECITALS

This Placement Contract (hereinafter "Agreement") is made by and between the KidsLink School, LLC and Revere Local School District. Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, Revere Local School District agrees to purchase therapeutic services (hereinafter "placement") from KidsLink School for the student.

WHEREAS, KidsLink School is qualified and willing to provide services to the student.

AGREEMENT

Services:

The Revere School District's team responsibility is to evaluate and provide the most up to date "ETR" and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics, direct therapies as listed in the IEP as well as behavior management. The development and implementation of the above services, being presented in an individualized education program "IEP", are the mutual responsibility of KidsLink School and The District. Excluded are any other services not mentioned in this contract.

There is a minimum of a 15 hour program development/initiation fee and up to 15 hour transition fee to assist with transition out of the program when the IEP team determines it is appropriate that is billed at the rate of \$165 per hour. Additional hours beyond this described amount will be discussed by the team prior to accruing or billing for any of these hours.

KidsLink School's overall goal, where possible, is to transition students back to their home district per the IEP team support. With this goal in mind KidsLink would request access to general education student materials (i.e. books, curriculum and related supports) for the collaborating age/grade level of the student enrolled to appropriately prepare them to transition.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

Communication:

As part of KidsLink School's primary obligation to provide the most appropriate education to the student, communication between the family and KidsLink School is very important. KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his education. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length). The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

Term: Placement shall begin September 1, 2018 and end August 31, 2019. Dates of services are identified by the adopted KidsLink School Calendar reflecting 200 days of services in the school year from 9/1/18 to 8/31/19. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice.

Program Staffing: KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

Compensation: The total amount per student is as follows:

STUDENT E

- \$88,000.00/year
\$7,333.33 per month

Which will be billed in (12) installments of \$7,333.33 beginning September 1, 2018. Invoices will be sent on the 15th of the previous month with payment due by the 15th of the month of service. There will be a \$100 discount for payments postmarked by the 1st of each month. The final bill for this contract will be August 1st of 2019.

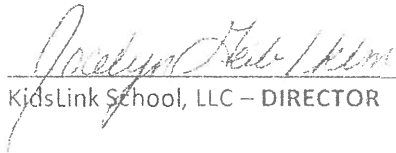
All checks shall be made payable to KidsLink School, LLC and be addressed to 899 Frost Road, Streetsboro, OH 44241.

Termination. Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

Drafting of Agreement. Both parties contributed equally in the drafting of the Agreement.

Entire Agreement. This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of any agreement between KidsLink and another party supersedes any other agreement that the other party has entered into with any other party.

Governing Law. This Agreement is made in Portage County Ohio and shall be governed by the laws of Ohio.



KidsLink School, LLC – DIRECTOR



Date

The Revere Local School District's Representative
By:

Date

New Document

CLEVELAND CLINIC LERNER SCHOOL FOR AUTISM
Cleveland Clinic Children's Hospital for Rehabilitation
2018–2019 School Tuition Agreement with School System
REVERE LOCAL SCHOOL DISTRICT

This School Tuition Agreement ("AGREEMENT") dated this first day of May, 2018, is between Revere Local Schools Board of Education in the State of Ohio ("SENDING DISTRICT") and Cleveland Clinic Children's Hospital for Rehabilitation, on behalf of its Lerner School for Autism, a non-public school for children with autism spectrum and related disorders located in the State of Ohio ("NON-PUBLIC SCHOOL").

WITNESSETH:

In consideration of the covenants herein contained, the parties agree as follows:

1. The SENDING DISTRICT agrees to purchase from the NON-PUBLIC SCHOOL the agreed upon education services described in the individualized educational program and/or education curriculum plan ("SERVICES") for a resident pupil ("PUPIL") from the SENDING DISTRICT. The NON-PUBLIC SCHOOL agrees to provide SERVICES to the PUPIL during the 2018–2019 school year, inclusive of the summer of 2019, in accordance with the Individuals with Disabilities Education Act (hereafter "IDEA") (20 U.S.C. §§ 1400, *et seq.*) and the regulations promulgated thereunder and Ohio Revised Code Title XXXIII, Chapter 3323 and the regulations promulgated thereunder by the State Board of Education, as applicable. Upon placement of the PUPIL, NON-PUBLIC SCHOOL will not be responsible for, and SENDING DISTRICT will continue to be responsible for, the three year comprehensive Evaluation Team Report (ETR). PUPIL and his/her parents/guardians will comply with the NON-PUBLIC SCHOOL policies and procedures, including its Parent Handbook, which may be revised from time to time at NON-PUBLIC SCHOOL's sole discretion. The NON-PUBLIC SCHOOL reserves the right to determine the appropriate and suitable staffing personnel for PUPIL. Any staff changes are at the NON-PUBLIC SCHOOL's sole discretion and determination and without prior notice of any changes or decisions. There can be no guarantees pertaining to the integrity or outcomes of services. The NON-PUBLIC SCHOOL cannot guarantee the effectiveness of the outcomes of the programming implemented, but will provide SENDING DISTRICT with documentation of progress for review.
2. This AGREEMENT is effective as of August 27, 2018 (the "EFFECTIVE DATE") and shall continue in full force and effect until August 9, 2019, unless otherwise terminated sooner as provided herein.
3. Tuition charges under this AGREEMENT, as well as the payment of the same, shall be made in accordance with applicable Ohio Statutes and the rules and regulations of the State Board of Education.
 - A. The SENDING DISTRICT agrees to pay the NON-PUBLIC SCHOOL tuition for the term of this AGREEMENT of Seventy-Nine Thousand Two Hundred Fifty-Four Dollars (\$79,254.00). Payments may be made according to one of the following payment options (please select one):



OPTION 1:

One (1) payment in the amount of Seventy-Seven Thousand Six Hundred Sixty-Eight Dollars and Ninety-Two Cents (\$77,668.92), which must be paid by check and is due NO LATER than August 27, 2018. This amount represents a discount of two percent (2.0%) from the tuition charges for the term of this AGREEMENT. If payment is not received in full by August 27, 2018, then SENDING DISTRICT will make payments in accordance with Option 2 below. Notwithstanding the foregoing, if the PUPIL does not enroll at the start of the 2018–2019 school year term, tuition charges will be calculated and due for payment as described in Section 3(C).



OPTION 2:

Eleven (11) monthly payments each in the amount of Seven Thousand Two Hundred Four Dollars and Ninety-One Cents (\$7,204.91) which shall be due NO LATER than the first (1st) day of each month, with the first payment due on September 1, 2018 and the final payment due on July 1, 2019. Notwithstanding the foregoing, if the PUPIL does not enroll at the start of the 2018–2019 school year term, tuition rates will be calculated and due for payment as described in Section 3(C).

- B. In the event that services beyond those listed in Section 1 of this AGREEMENT are deemed to be needed, the parties will enter into a separate agreement outlining the scope of those services and the additional compensation, if any. If SENDING DISTRICT determines that a multifactorial evaluation (MFE) is needed and wishes to engage the NON-PUBLIC SCHOOL to conduct the MFE, NON-PUBLIC SCHOOL will perform such service for an additional charge as agreed to in a separate agreement.
- C. In the event that the PUPIL does not enroll at the start of the 2018–2019 school year term, tuition charges shall be calculated as further described herein. Tuition shall commence as follows:
 - 1. If the PUPIL's scheduled start date is on or between the first (1st) and fifteenth (15th) day of the month, tuition shall commence on the first (1st) day of such month.
 - 2. If the PUPIL's scheduled start date is on or between the sixteenth (16th) day of the month and the final day of the month, tuition shall commence on the fifteenth (15th) day of such month.

In the event that the PUPIL does not enroll at the start of the 2018–2019 school year term and if payment is made according to Option 1 as outlined in Section 3(A), the tuition payment is due no later than thirty (30) days after the PUPIL's scheduled start date. In the event that the PUPIL does not enroll at the start of the 2018–2019 school year term and if payment is made according to Option 2 as outlined in Section 3(A), the first tuition payment is due prior to the PUPIL's scheduled start date and any remaining payments will be made pursuant to the applicable payment schedule as described in Section 3(A).

- 4. Invoices will be sent to the SENDING DISTRICT based on the tuition payment schedules outlined in Section 3 of this AGREEMENT and will include appropriate PUPIL identification. All payments are to be mailed to the following address:

Cleveland Clinic Children's Hospital for Rehabilitation – Center for Autism
P.O. Box 931028
Cleveland, Ohio 44193

If payments are sixty (60) days or more past due, beginning with the following calendar month, the NON-PUBLIC SCHOOL shall have the right to immediately suspend SERVICES, release the PUPIL from the NON-PUBLIC SCHOOL, and terminate this AGREEMENT immediately. NON-PUBLIC SCHOOL shall forward unpaid balances to a collection agency. Termination of this AGREEMENT shall not affect NON-PUBLIC SCHOOL's right to pursue recovery of any payments or other amounts owed under this AGREEMENT.

5. The NON-PUBLIC SCHOOL agrees to record PUPIL's attendance in a public school register as required by the rules and regulations of the Ohio State Board of Education.
6. SERVICES for PUPIL will not commence until all required enrollment forms and documents, including the execution of this AGREEMENT, are completed and returned to the NON-PUBLIC SCHOOL prior to the PUPIL's scheduled start date.
7. Either party may terminate this AGREEMENT by providing at least thirty (30) days' prior written notice to the other party.

■ However, if the SENDING DISTRICT does not provide at least thirty (30) days' prior written notice, the NON-PUBLIC SCHOOL will charge the SENDING DISTRICT an amount based upon a termination date set at thirty (30) days after SENDING DISTRICT's actual notice date. The amount shall be calculated as follows:

1. If the PUPIL's termination date as determined by this Section 7 is on or between the first (1st) and fifteenth (15th) day of the month, SENDING DISTRICT shall be charged, and shall be responsible for payment of, fifty percent (50%) of the monthly tuition rate for the final month.
2. If the PUPIL's termination date as determined by this Section 7 is on or between the sixteenth (16th) day of the month and the final day of the month, SENDING DISTRICT shall be charged, and be responsible for payment of, the full monthly tuition rate for the final month.

■ However, if the NON-PUBLIC SCHOOL does not provide at least thirty (30) days' prior written notice, the SENDING DISTRICT is only responsible for tuition up to and including the PUPIL's last day of attendance.

8. If the PUPIL is absent for more than five (5) consecutive days, the NON-PUBLIC SCHOOL agrees to notify the SENDING DISTRICT of such absence to allow the SENDING DISTRICT the option of investigating PUPIL's enrollment status. If the SENDING DISTRICT discovers enrollment has ceased, SENDING DISTRICT will provide written notice of the termination to the NON-PUBLIC SCHOOL and will be responsible for the amount outlined under Section 7 above. If the NON-PUBLIC SCHOOL fails to notify the SENDING DISTRICT, its right to tuition beyond the absences not communicated will be waived.

9. In the event that any dispute arises under this AGREEMENT, the parties will seek to resolve the dispute as expeditiously as possible with the understanding that the interests of the PUPIL shall be of the foremost concern in resolving such disputes.
10. In the event that the letter of approval to operate from the Ohio Department of Education is withdrawn from the NON-PUBLIC SCHOOL, this AGREEMENT shall terminate. The SENDING DISTRICT shall be responsible for the length of time the PUPIL is enrolled.
11. The parties agree to comply with all applicable laws, rules and regulations as they may be amended from time to time. In the event that any part of this AGREEMENT is determined to violate federal, state, or local laws, rules, or regulations, or NON-PUBLIC SCHOOL policy, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire AGREEMENT into compliance, either party may terminate this AGREEMENT on thirty (30) days' prior written notice to the other Party, or earlier if necessary to prevent noncompliance with a governmental deadline or effective date.
12. Enrollment is for full-day SERVICES. Leaves of absence from the program are typically not permitted without payment of tuition, but may be considered on an individual basis and at the sole discretion of NON-PUBLIC SCHOOL. Continued placement will be considered based on individual circumstances and at the sole discretion of NON-PUBLIC SCHOOL.
13. Any notice required or permitted to be given hereunder by either party hereunder shall be in writing and shall be deemed given on the date received if delivered personally or by a reputable overnight delivery service, or three (3) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses:

If to SENDING DISTRICT:

REVERE LOCAL
P.O. Box 340
BATH, OH 44210

If to NON-PUBLIC SCHOOL:

Cleveland Clinic Center for Autism
2801 Martin Luther King Jr. Blvd.
Cleveland, Ohio 44104
Attn: Department Manager, Cleveland Clinic Center for Autism

14. For general communications with SENDING DISTRICT, NON-PUBLIC SCHOOL shall use the following contact information:

Pupil Services:

Name/Title:

CHRISTINE KOVACH, DIRECTOR STUDENT SERVICES

Mailing Address:

P.O. Box 340, BATH, 44210

Phone: 330-523-3113

Email: CKOVACH@revere.schools.org

Progress Reports:

Name/Title: ABBY KASSEL, COORD. SP. ED.

Mailing Address: P.O. Box 340, BATH, 44210

Phone: 330-523-3138

Email: AKASSEL@revere.schools.org

Accounts Payable:

Name/Title: LINDA RADOMSKI, PAYABLES

Mailing Address: P.O. Box 340, BATH, 44210

Phone: 330-523-3108

Email: LRADOMSKI@revere.schools.org

15. Each party shall maintain insurance for professional liability and comprehensive general liability coverage of its agents, employees, representatives, and contracted servants in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Upon request, each party shall provide the other party with documents or certificates of insurance evidencing the coverage required under this Section 15. Such liability policies shall not be canceled, reduced, or adversely modified without providing at least sixty (60) days' prior written notice to the other party.
16. During the performance of this AGREEMENT, the NON-PUBLIC SCHOOL agrees as follows:
 - A. The NON-PUBLIC SCHOOL will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or gender.
 - B. The NON-PUBLIC SCHOOL will, in all solicitations or advertisements for employees placed by or on behalf of the NON-PUBLIC SCHOOL, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or gender.
 - C. The NON-PUBLIC SCHOOL will recruit and admit children of any race, color, gender or ethnic origin to all its rights, privileges, programs and activities. In addition, the NON-PUBLIC SCHOOL will not discriminate on the basis of race, color, gender or ethnic origin in the administration of its educational programs and athletics/extracurricular activities.
 - D. The NON-PUBLIC SCHOOL shall furnish such reports or other documents to the Ohio Department of Education, Pupil Development Division, Equity Assurance and Compliance Section, as may be requested by the Department from time to time in order to carry out the purposes of applicable regulations.
17. MISCELLANEOUS.
 - A. The parties recognize that NON-PUBLIC SCHOOL is a non-profit, tax-exempt organization and agree that this AGREEMENT will take into account and be consistent

with NON-PUBLIC SCHOOL's tax-exempt status. If any part or all of this AGREEMENT is determined to jeopardize the overall tax-exempt status of NON-PUBLIC SCHOOL and/or any of its exempt affiliates or corporate members, then NON-PUBLIC SCHOOL will have the right to terminate this AGREEMENT immediately. NON-PUBLIC SCHOOL shall have ultimate control over any actions that affect its mission and tax-exempt status regardless of management of day-to-day operations.

- B. This AGREEMENT shall be construed, interpreted, and enforced in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions. The parties agree that any litigation arising out of this AGREEMENT shall be subject to the exclusive jurisdiction of the local, state, or federal courts in Cuyahoga County, Ohio.
- C. SENDING DISTRICT shall not use the name, logo, likeness, trademarks, image or other intellectual property of the NON-PUBLIC SCHOOL for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the NON-PUBLIC SCHOOL as to each such use.
- D. SENDING DISTRICT hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs (collectively, "Debarred") and acknowledges that the NON-PUBLIC SCHOOL shall have the right to terminate this AGREEMENT immediately in the event that SENDING DISTRICT is Debarred.
- E. If Section 952 of the Omnibus Reconciliation Act of 1980, which amended Section 1861(v)(1) of the Social Security Act, and the regulations promulgated thereunder, applies to this AGREEMENT, each party will make available to the Secretary of Health and Human Services, and to the Comptroller General of the United States upon written request, such books, documents and records necessary to verify the nature and extent of the costs of the SERVICES provided hereunder. Access will be granted until the expiration of six (6) years after the furnishing of SERVICES hereunder. Access will also be granted to any books, documents or records related to this AGREEMENT between a party and organizations related to that party, but only on an as needed basis.
- F. The NON-PUBLIC SCHOOL expends a great deal of time and resources recruiting and training its employees and consultants to assure a high degree of competency and the SENDING DISTRICT agrees that, during the term of this Agreement and for one year thereafter ("Restricted Period"), it will not, either directly or indirectly, employ or attempt to employ any employee of NON-PUBLIC SCHOOL, or otherwise solicit, induce, cause or facilitate any employee of NON-PUBLIC SCHOOL to terminate his or her employment with such employer, without the written consent of NON-PUBLIC SCHOOL after reasonable notice. This restriction shall not prohibit SENDING DISTRICT from engaging in general advertising or other general solicitation not targeted at any such employee, or from hiring or employing such employee who responds to a general advertisement or general solicitation not targeted at any such employee.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed:

**CLEVELAND CLINIC CHILDREN'S HOSPITAL
FOR REHABILITATION**

SENDING DISTRICT

Hospital Administrator/Hospital Director

Superintendent of Schools/ Board of Education
President

Date

Date

Board of Education Treasurer

New Document

STATEMENT OF WORK Revere Local Schools

This Statement of Work ("SOW") is dated as of 7/1/2018 and entered into pursuant to the terms of the Professional Services Agreement between Pisanick Partners, LLC. ("PPLLC") and Revere Local Schools ("Client") dated 8/15/2016 ("Agreement"). The Professional Services Agreement is posted at: <http://www.pisanickpartners.com/#/psa/acnex>. The term of this SOW begins upon execution and ends upon written notice.

1. Company Overview

Pisanick Partners, LLC are specialists with decades of experience in Child Nutrition. As winners of the Healthier US Schools Challenge, we have refined our approach through creation of cycle menus, training and development of staff, and implementing strategies that take on the task of not only attaining nutritional excellence, but also financial success in the K-12 environment. Pisanick Partners, LLC has experience that not only supports a school district in meeting all state and federal mandates for implementing the National School Lunch and Breakfast Programs, but also the menu creation with an eye for detail and meticulous organization. The objective is to quickly and accurately evaluate, analyze and organize a district's nutritional program to insure compliance and product placement that meets goals and escalates sales.

2. Approach

Pisanick Partners, LLC has partnered with Ohio Schools Council as the Preferred Dietetic and Food Service Consulting Firm to provide the following list of items under the section "PPLLC Deliverables" to member school districts

3. PPLLC Deliverables:

1. The purpose of this scope of work is to define the roles and responsibilities for an onsite PPLLC member to assist with the Revere Local Schools Food Service Department for up to 30 hours per week onsite and offsite. PPLLC team will perform the following functions:
 - **Assist local SFA/CRRS Manager with ODE/State reporting responsibilities**
 1. Annual Responsibilities: Permanent Agreement, Sponsor/Site Application
 2. Monthly Responsibilities, CN7 & CN6; Edit Check; enter information into CRRS
 - Assume Management of ODE/State reporting responsibilities
 1. Annual Responsibilities: Permanent Agreement, Sponsor/Site Application
 2. Monthly Responsibilities, CN7 & CN6; Edit Check; enter information into CRRS
 - Assume Management of Free and Reduced Administration
 1. Annual Notification to Parents (via newspaper press release)
 2. Manage Electronic or Paper Application for Eligibility (application creation)
 3. Assist onsite Administrator with Verification Annually, Fee Waiver Management, Letters for Approval/Denial
 - Client further understands that the PPLLC will have full authority over the process as would a full-time district-employed Food Service Director and will act on behalf of the district. Client agrees to indemnify, defend (by counsel reasonably acceptable to PPLLC) and hold harmless PPLLC and its officers, directors, agents and employees from and against any claims, damages, losses

and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligence or misconduct of PPLLC member in connection with performance of the work described in this agreement.

- **Assist Head Cooks/Kitchen Managers with following:**
 1. Oversight and troubleshooting of ordering responsibilities as the orders will be placed at the school level. A working computer/internet connection will be needed at each school.
 2. Determination of inventory value in each kitchen for reporting purposes
 3. Bank corrections if needed
 4. Purchase Orders/Invoice Management/Bill Pay
 5. Tracking/submitting rebates
 6. K-12, Processor Link (Commodity Tracking)
 7. Catering coordination: assigning staff; securing space; problem solving; scheduling & billing
 8. Kitchen Leadership: Substitute/New Employee Orientation, Staffing Daily, etc.
- **Daily Staff Oversight**
 1. First line contact for Head Cooks/Kitchen Manager for daily operational issues
- **PPLLC works in conjunction with the following Teams:**
 1. **Custodial/Maintenance Team will perform the following:**
 - a. Preventative Maintenance
 - b. Equipment Failure Action Plan
 - c. Equipment Replace/Repair
 - d. Calamity Day Management (orders/etc)
 2. **Technology Team will perform the following:**
 - a. Update POS systems yearly
 - i. Integrate auto import for enroll/withdraw for students from database
 - ii. Beginning of Year/End of Year data integrity (graduate students up, retain records for audits, fund balance carryover)
 - b. Information compiled and written for food service webpage
 - i. Menu Information
 - ii. Lunch Payment Portal Management
 - iii. Free and Reduced Application (Annual current with income guidelines)
 1. Direct Certification Match
 3. **Building Principal/Central Office will perform the following:**
 - a. Calling off & tracking for food service employees for payroll
 - b. Hiring/Processing, Regular Employees and Substitutes
 - c. Daily Calling of subs if needed (see support software)
 - d. Employee evaluations
 - e. Employee discipline issues
 - f. Union negotiations

4. Client Deliverables

The deliverables from Client to PPLLC ("Client Deliverables") for the term of this Assignment Order will be:

- **Supporting Contracts**
 1. PPLLC Consulting – Current Annual Contract – MISSION, VISION, STRATEGY
 - a. Role: Department Oversight, Menu Development and Analysis, Staff Development/Training, Wellness Team Leadership, Student Survey/Nutrition Education, Health Services Coordination with School RN Team for Special Dietary Needs, Marketing/Community Outreach, KPI/Profit and Loss Compilation, Board Reports, SNAC Committee (Student Nutrition Action Committee), Special Projects (Farm to School, Health Fair, Student Theme Days/Sampling)
 2. SFSPac (HACCP/Chemical)
 - a. HACCP Monitoring (SOP)
 - b. Chemical Management (MSDS/SOP)
- **Software Solutions**
 1. AESOP/Sub Calling Program
 2. GFS Commercial Education Specialist
 - a. Inventory Manager
 - b. GFS NextGen Online Ordering
 3. Health E Meal Planner Pro/myschoolmenus.com (separate quote will be provided for licensing of HMPPro from A Higher Level)
 4. VPN and/or RDP access to software systems (i.e. POS, Free/Reduced Software system, etc)
- **Administrative support based on recommendations from PPLLC**

PPLLC shall bear no responsibility for failing to provide PPLLC Deliverables on a timely basis if such failure is due to Client's failure or delay in providing Client Deliverables.

5. Payment

1. PPLLC's fees will be calculated on a **Monthly** invoice basis broken down into equal payments.
2. The cost for the PPLLC Service Model is \$65,310.00 annually.

PPLLC shall invoice Client for all PPLLC service fees and expenses in accordance with the Professional Services Agreement.



The parties hereto agree to the foregoing as evidenced by their signatures below.

Agreed to by:

Pisanick Partners, LLC

Name: David Pisanick

Title: CEO

Date:

Signature:

Revere Local Schools

Name: Matt Montgomery

Title: Superintendent

Date:

Signature:

Pisanick Partners, LLC
8225 Brecksville Road, Ste 1
Brecksville OH 44141
United States



Revere Local Schools
Matt Montgomery
3420 Everett Rd
Richfield OH 44286

Estimate #	0000253
Estimate Date	June 1, 2018
Estimate Total (USD)	\$3,965.00

Item	Description	Unit Cost	Quantity	Line Total
HMPPro	HMPpro - Multi District:Limited District License -Small	1,195.00	1	1,195.00
HMPPro	HMPpro:Admin Login (included)	0.00	1	0.00
HMPPro	HMPpro - Multi District:MD Production Module	495.00	1	495.00
HMPPro	HMPpro - Multi District:MD School Site Production Records	95.00	4	380.00
HMPPro	Shared Database Access	395.00	1	395.00
HMPPro	myschoolmenus.com Online Menus and Mobile App for Menus	1,500.00	1	1,500.00

Estimate Total (USD)	\$3,965.00
-----------------------------	-------------------

Notes

HealthE Meal Planner Pro Menus and Production Module.

New Document



Vendor Agreement

This Vendor Agreement is made as of May 24, 2018 between the Summit ESC, Renhill Group, hereafter referred to as the "Company" and Revere Local Schools, referred to as the "Customer."

Whereas, the Summit ESC and Renhill Group have a Strategic Alliance Agreement authorizing Summit ESC to act as an official affiliate for substitute staffing related services.

Whereas, the Customer is a public school system that requests the type of services that the Company and ESC provides. All parties have agreed that the terms and conditions of their relationship are as follows:

A. SCOPE OF SERVICES

Our substitute staffing management solution is comprehensive.

- Company will provide substitute personnel (hereinafter referred to as "Employee" or "Employees") at various specified locations as requested by the Customer who will meet the general qualifications as set by the Customer.
- Company will provide targeted recruiting—all year round—that not only identifies qualified, but quality, candidates based on desired skill sets and qualifications for all Employees assigned to Customer.
- We ensure the Ohio Department of Education compliance requirements are met.
- Company will serve as administrator of the district-provided Aesop software, managing all substitute needs and absences in the system.
- As the employer of record, Company assumes responsibility for the accurate and timely processing of payroll, withholding and submission of all applicable federal and state employment taxes to the appropriate authorities, and STRS payroll deduction in accordance to Ohio Revised Code, as well as school year end letter of reasonable assurance and auditing of personnel files related to all Employees.

B. FEES AND PAYMENT:

- a. Customer agrees to pay Renhill for each Employee assigned based upon the rates established in the pricing schedule provided (see J.), or any Amendment attached to this Agreement.
- b. Renhill must be notified of any billing errors within ten (10) days of the date of the invoice.
- c. Payment will be made by Customer within fifteen (15) calendar days of the invoice date.

This proposal is submitted in confidence and contains privileged, confidential, trade secrets/proprietary data. The information contained here is to be used only for your evaluation purposes and for no other purpose including, but not limited to, dissemination to individuals to whom it is not addressed. This information may be subject to an exemption of public record under ORC 149.43 and therefore not a public record.



C. ADMINISTRATION AND SUPERVISION:

- a. All employees supplied to the Customer are employees of Company and as the employer, Company retains the right to hire, evaluate, replace, discipline, layoff, terminate and reassign all employees assigned to the Customer.
- b. Customer has the right to direct the work activities of Company employees including work location, function, and hours of work. Customer has the right to notify Company of employees that are no longer desired at their facilities, including the reason why.
- c. Customer agrees to use the Company's employees only to perform the duties for specific position they were assigned and agrees that the duties will not be altered or expanded in any way without prior written consent of the Company.
- d. Customer will provide Company employees with a safe work environment as well as any necessary orientation, training or instruction related to Customer's specific policies and procedures.
- e. Customer agrees that it will ensure safe working conditions for employees that it will comply with all applicable State and Federal laws, including labor, health, and safety laws, that it will provide safety equipment, safety clothing, safety devices and safety training required by federal and state law.

D. SUMMIT ESC'S RESPONSIBILITIES:

- a. Summit ESC to provide an ESC approved sub list for certified teachers.
- b. Summit ESC to sign off on all substitute licenses.

E. COMPANY RESPONSIBILITIES:

- a. Company will be responsible for all administrative and payroll obligations of its employees, including obtaining employee information for payroll and other regulatory requirements and holding the Customer harmless from any liability for failure to perform these obligations in regard to the Company employees during the term of this Agreement.
- b. Company will maintain in full force and effect during the term of this Agreement, Workers' Compensation Insurance and general liability coverage for all employees supplied to the Customer.
- c. Company is responsible for compliance with the requirements of the Federal Employment Eligibility Verification system, including, but not limited to Immigration and Naturalization Service Form I-9 and inspection requests by the Department of Labor and the Department of Justice.



- d. Company will be responsible for managing the administrative burden of the Affordable Care Act for all Company employees working in Customer facilities. This includes administration; reporting and governmental agency interface; tracking of hours to manage potential costs, and assuming responsibility for regulatory compliance. The cost of the coverage is passed through to the district on a monthly basis for those subs that qualify and elect coverage.
- e. Company is responsible for collecting and keeping in each employee's file, all of the Ohio state requirements necessary to work in a school system position.

F. Equal Opportunity Employer

Customer and Company agree that they are equal Opportunity Employers and do not discriminate based on an employee's race, color, sex, age, religion, national origin, mental or physical disability, ancestry, military discharge status, sexual orientation, marital status, source of income, parental status, housing status, or other protected status, in accordance with applicable federal and state law.

G. RESPONSIBILITIES UNDER THE AFFORDABLE CARE ACT

- a. As the common law employer of all employees staffed by Company for Customer, Company will be responsible for compliance with Internal Revenue Code § 4980H and corresponding statutory and regulatory provisions under the Affordable Care Act, as those responsibilities relate to Company's sponsored employee benefit plans offered to employees staffed by Company for Customer.
- b. Company will be responsible for taxes, penalties or other liabilities arising from Company's sponsored employee benefits plans for employees that are staffed by Company for Customer and who are determined to be common law employees of Company. Company also agrees to be responsible for applicable employer information reporting provisions under code §§ 6055 and 6056 and related regulations as those provisions and regulations relate to Company's sponsored employee benefits plans offered to employees staffed by Company for Customer.
- c. In no event will Company be responsible for compliance with Internal Revenue Code § 4980H or corresponding statutory and regulatory provisions under the ACA as those responsibilities relate to employees hired and staffed directly by Customer or as those responsibilities relate to Customer's sponsored employee benefit plans. Further, in no event will Company be responsible for taxes, penalties or other liabilities assessed against Customer based on its failure to comply with §4980H as it relates to employees hired and staffed directly by Customer and who are determined to be common law employees of Customer.
- d. Customer will be responsible for, and agrees to comply with, the duties imposed upon it by law, rule, or regulation, including, as applicable, ERISA, HIPAA, COBRA, the ACA, and the Internal Revenue Code and Customer assumes responsibility for taxes, penalties and fees assessed against Customer based on its responsibilities under those laws.

This proposal is submitted in confidence and contains privileged, confidential, trade secrets, proprietary data. The information contained herein is to be used only for your evaluation purposes and for no other purpose including, but not limited to, dissemination to individuals to whom it is not addressed. This information may be subject to an exception of public record under GPC 146.43 and therefore not a public record.



H. AGREEMENT TERM:

This agreement is valid for one school year and will automatically renew unless either party provides a written 90 day notification to the other of their desire to terminate. Each party's indemnification duties and any obligations for payment arising from this Agreement will survive any termination and remain in full force and effect.

I. SUBSTITUTE PRICING SCHEDULE:

The Company shall provide personnel as needed at a rate equal to hourly pay, tax burden, workers' compensation, unemployment costs, recruiting, and administrative services.

Substitute Teachers

Bill rate = pay rate + 12.6%

Classified Absence Fulfillment

Absences in Aesop that are filled with a sub \$3.75/absence

J. PAYROLL SERVICES, RETIREMENT CHARGE AND REPORTING PROCEDURE

Company will process payroll in a timely manner. Company will deduct and remit the state required retirement contribution from the substitute teachers' paychecks for STRS. Company will submit a STRS report to the Customer's treasurer's office containing the necessary information. This report is also submitted electronically to STRS with your school code. The required year-end STRS report is submitted in a format that will merge with your district report, to be sent onto the state.

Company is responsible for submitting the STRS membership information to the state and the required SSA forms. Any request for missing information from the state may be forwarded on for Company to provide.

Renhill will manage the deduction for STRS, and provide the employee contribution along with the state required reporting. Renhill will be responsible for the timely deposit of the 14% employer retirement contribution for STRS. Revere Local Schools will receive a separate invoice for the retirement contribution.



K. MUTUAL CONFIDENTIALITY

Both parties agree to use the other's confidential information for the sole purpose of evaluating the transaction. The information contained in this agreement may only be disclosed to those who need to know this information and who also agree to hold it in confidence.

IN WITNESS WHEREOF, the parties hereto have executed this Vendor Agreement (total of five pages) this _____ day of _____, 2018 to be deemed effective between the parties on August 1, 2018 and thereafter.

Prepared and Agreed by:
Summit ESC

By: _____
Print name: _____
Title: _____

Acknowledged and Agreed by:
Revere Local Schools

By: _____
Print name: _____
Title: _____

By: _____
Print name: _____
Title: _____

New Document

PARENT AND FAMILY ENGAGEMENT

This policy was developed jointly with, and agreed upon and distributed to, parents and family members of District students. All parents of District students shall be notified of this policy in an understandable and uniform format, and, to the extent practicable, provided in a language the parents can understand. This policy shall be provided to the local community and updated periodically to meet the changing needs of parents and the District.

The Board of Education desires for meaningful parent and family involvement in the educational process for District students. To achieve that objective, the Board will:

1. Involve parents and family members in jointly developing the District's "local educational agency plan" under 20 U.S.C. §6312, and the development of support and improvement plans under 20 U.S.C. §6311(d)(1) and (2). The Board will do this by:

2. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all of the District's schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education. The Board will do this by:

3. Coordinate and integrate parent and family engagement strategies, to the extent feasible and appropriate, with other relevant Federal, State, and local laws and programs. The Board will do this by:

4. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of this policy in improving the academic quality of all District schools, including identifying: (i) barriers to greater participation by parents in authorized activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background); (ii) the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and (iii) strategies to support successful school and family interactions. The Board will do this by:

-
-
-
5. Use the findings of such evaluation in paragraph (4), above, to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, the parent and family engagement policies described in this section. The Board will do this by:

-
-
-
6. Involve parents in the activities of the schools of the District, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the local educational agency to adequately represent the needs of the population served by such agency for the purposes of developing, revising, and reviewing the parent and family engagement policy. The Board will do this by:

Policy Involvement

To facilitate the involvement of parents and families under this policy, the District shall:

1. Convene an annual meeting, at a convenient time, to which all parents of District students shall be invited and encouraged to attend, to inform parents of the District's obligations under 20 U.S.C. §6318, and to explain the requirements of that statute and the right of the parents to be involved. The District will do this by:
-
-
-
2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement. The District will do this by:
-
-
-
3. Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this policy, including the planning, review, and improvement of this policy and the joint development of the schoolwide program plan under 20 U.S.C. §6314(b). The District will do this by:

-
-
-
4. Provide parents of participating children: (a) timely information about programs under this policy; (b) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards; and (c) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. The District will do this by:

-
-
-
5. If the schoolwide program plan under 20 U.S.C. §6314(b) is not satisfactory to the parents of students, the school will submit any parent comments on the plan when the school makes the plan available to the Board. The District will do this by:

School-Parent Compact

The Board desires for parents, the entire school staff, and students to share the responsibility for improved student academic achievement. The means by which the District and parents will build and develop a partnership to help students achieve the State's high standards are as follows:

1. Describe the District's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables its students to meet the challenging State academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time:
-
-
-
2. Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: (a) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement; (b) frequent reports to parents on their children's progress; (c) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities; and (d) ensuring regular two-way,

meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand:

Building Capacity for Involvement

To ensure effective involvement of parents and to support a partnership among the District, parents, and the community to improve student academic achievement, the District:

1. Shall provide assistance to parents of District students, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of 20 U.S.C. §6318, and how to monitor a child's progress and work with educators to improve the achievement of their children. The District will do this by:

2. Shall provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement. The District will do this by:

3. Shall educate teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school. The District will do this by:

4. Shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children. The District will do this by:

5. Shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand. The District will do this by:

6. Shall provide such other reasonable support for parental involvement activities under this policy as parents may request. The District will do this by:

Accessibility

In carrying out the requirements of this policy and 20 U.S.C. §6318, the District, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under 20 U.S.C. §6311, in a format and, to the extent practicable, in a language such parents will understand.

LEGAL REF.: 20 U.S.C. §6318

Adopted: _____

June 19, 2018

To: Matt Montgomery
From: Kathy Nolan
Re: Policy Practice for Title I
Cc: Terry Snow

1. Parents are a part of the planning process through face to face meetings conducted a minimum of one time per school year as well as surveyed in the spring of each year. Their input from these events are used to develop the plan for the upcoming school year.
2. The district works directly with the staff and building principal to plan the calendar of events including parent events tailored to students receiving Title I services. These events, whenever possible, involve local businesses and organizations in the community.
3. The district provides annual informational meetings regarding the Title I program in the fall after the identification of students who will receive services during the upcoming school year.
4. The district includes this policy in the informational meeting held in the fall and disseminated to all families of students identified for services. Feedback on the policy elements is a component of the annual spring survey disseminated to all families whose students are receiving services.
5. The district analyzes the results of the survey data collected and makes adjustments as needed. These modifications will be shared with the Revere Board of Education in a timely fashion.
6. Families whose students are receiving services form the advisory group and provide feedback via face to face and survey contacts to the district regarding parent events, services, and changes that need to be made to better serve the needs of the students receiving Title I supports.

Policy Involvement

1. Each fall, the district holds a face to face meeting with families of the students identified for services to share all necessary information and outline the programs offered their children. Those parents not in attendance receive all information in paper form via the mail as well as having the information emailed to them electronically.

2. The district holds parent meetings/events in a combination of right after school, evenings, and during school hours to accommodate the greatest number of families.
3. Parents are a part of the planning process through face to face meetings conducted a minimum of one time per school year as well as surveyed in the spring of each year. Their input from these events are used to develop the plan for the upcoming school year and make improvements to the current programs in place. The district communicates on a regular basis, with the families receiving services by the teachers providing the support.
4. Conducting an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the Title I targeted assistance program, including identifying barriers to greater participation by parents in activities under this policy, and the revision of parent and family engagement policies necessary for more effective involvement. This work will be the responsibility of the Director of Curriculum and Instruction along with the building principal. A procedure is in place for this review on an annual basis.
5. The district recognizes parent concerns with program components when the Revere Board of Education is updated on the CCIP plan on a yearly basis. Concerns will be shared in writing to the board of education.

School-Parent Compact

1. The district provides both hard and emailed copy of the *Bath Parent and Teacher Compact* on an annual basis. The compact is developed with parent and teacher input by the building and central office administration.
2. The district provides both hard and emailed copy of the *Bath Parent and Teacher Compact* on an annual basis. The compact is developed with parent and teacher input by the building and central office administration.

Building Capacity for Involvement

1. Provide literacy programs that bond families around reading and using the local library, provide information about the essential components of reading or math instruction to enable parents to support the instructional practices used by the teacher, train parents to use the programs provided by the school at home with their child including but not limited to content support, homework, grades, and regular communication between school and home.
2. Hold parenting orientation sessions for parents of students incoming to the building, host meet the teacher night in August or September of each school year, conduct parent workshops on specific topics such as family literacy and math, send regular newsletters and timely information including information regarding state and local assessments, provide parent access to grades through Progress Book software, provide Blackboard Connect calls regarding upcoming school and district-based events, provide frequent and ongoing communication between school and home, and maintain the district website and teacher pages in Google Classroom updated for families
3. Develop plans in partnership with building and district-level teams at the Title I school to collaborate with Community Based Organizations such as the public library, local businesses, and parent professionals in the community to improve the effectiveness of professional development in the area of parent involvement.
4. The Director of Curriculum and the Building Principal develops a procedure to review and evaluate the content and effectiveness of the parent and family engagement policy with input from building School Leadership Team and parent organizations within the district.
5. Communication with parents will be via many media including face to face, phone, paper notification, email, text, website, and Blackboard Connect calls. When appropriate, the use of ELL instructional support, will assist communication in languages other than English.
6. Act upon all parent requests or concerns in a timely fashion addressing their needs to better serve their child.



3496 Everett Road • Richfield, Ohio 44286 • P.O. Box 340 • Bath, Ohio 44210

BATH ELEMENTARY SCHOOL-PARENT COMPACT PROVISIONS

School Responsibilities

Bath Elementary School will:

1. Provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the participating children to meet the State's student academic achievement standards as follows:

All the curricula of the Revere Local School District are standards-based and aligned to all state mandated assessments. Curriculum maps are posted on the district website.

2. Hold parent-teacher conferences (at least annually in elementary schools) during which this compact will be discussed as it relates to the individual child's achievement, specifically, those conferences will be held in the fall and whenever necessary.

Building calendar indicates the conference dates

3. Provide parents with frequent reports on their children's progress. Specifically, the school will provide reports as follows:

Report cards, local NWEA-MAP testing, and state test results are sent home in a timely fashion. Report cards are sent home on a trimester basis.

4. Provide parents reasonable access to staff. Specifically, staff will be available for consultation with parents as follows:

Bath staff are available on available on a regular basis to meet in person via email, phone or text, as well as written communication.

5. Provide parents opportunities to volunteer and participate in their child's class, and to observe classroom activities, as noted on the building calendar of events.

Parent Responsibilities

We, as parents, will support our children's learning in the following ways:

- Monitoring attendance.
- Making sure that homework is completed.
- Monitoring amount of television their children watch.
- Volunteering in my child's classroom.
- Participating, as appropriate, in decisions relating to my children's education.
- Promoting positive use of my child's education and communicating with the school by promptly reading all notices from the school or the school district either received by my child or by mail and responding, as appropriate.

New Document

VOID IF EXECUTED AFTER: June 30, 2018
CUSTOMER: Revere Local School District

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Revere Local School District** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 07/01/2018- 06/30/2019 (USD)	Initial Term Period #2 07/01/2019- 06/30/2020 (USD)
5	WCM-ESSN	BLACKBOARD WCM ESSENTIAL, 1 - 2,000 Users	07-01-2018 - 06-30-2019	\$8,000.00	\$8,000.00
2775	BC-MN	BLACKBOARD MASS NOTIFICATIONS	07-01-2018 - 06-30-2019	\$5,299.25	\$5,299.25
2775	MCA-APP	BLACKBOARD MOBILE COMMUNICATIONS APP	07-01-2018 - 06-30-2019	\$2,775.00	\$2,775.00
1	WCM-APPSTM-S	APP STORE MAINTENANCE SERVICE	07-01-2018 - 06-30-2019	\$0.00	\$200.00
1	WCM-MWY-TMPL	CREATIVE: MYWAY ULTRA SINGLE TEMPLATE	07-01-2018 - 06-30-2019	\$8,000.00	

			Total	\$24,074.25	\$16,274.25
--	--	--	--------------	--------------------	--------------------

B. Terms

- 1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
- 2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- 3. Effective Date: July 01, 2018

C. Payment Terms

- 1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
- 2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

Sales Approved: Dak Jordan

Initial:

Customer: Revere Local School District

Blackboard Inc.

Signature:

Signature:



Name:

Name: Bill Jones

Title:

Title: Deputy General Counsel

Date:

Date: June 15, 2018

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No

Yes - Please complete below

PO Number:

PO Amount:

Attach PO :

Attach Tax Exemption:

New Document

REVOCABLE PARKING LICENSE AGREEMENT

THIS REVOCABLE PARKING LICENSE AGREEMENT (the "Agreement") is entered into by and between **SAINT VICTOR CATHOLIC PARISH** (the "Licensor"), 3435 Everett Rd., Richfield, OH 44286, and **REVERE LOCAL SCHOOL DISTRICT** (the "Licensee"), 3496 Everett Rd., Richfield, OH 44286. This Agreement shall be effective as of the date it is signed by both parties.

RECITALS

- A. Licensor is the owner of certain property situated in Richfield, Ohio, and located 3435 Everett Rd., Richfield, OH (the "Licensor's Property").
- B. Licensee desires to use a portion of the Licensor's Property (the "License Area"), such License Area being known as the following parking spaces: (1) perimeter spaces on the eastern edge of the parking lot (21 spaces); (2) perimeter spaces on the western edge of the parking lot (18 spaces); and (3) perimeter spaces on the southern edge of the parking lot (24 spaces), for vehicular parking, on school days designated as such on the official high school calendar, from 7a.m. local time to 4 p.m. local time.

TERMS

- 1. **Grant of License.** Licensor hereby grants to Licensee a revocable, non-exclusive, and temporary license to use the License Area solely for vehicular parking for high school staff working at Revere High School, subject to the terms and conditions of this agreement. Licensee shall only have use of the License Area on the days and times described above. In no event may Licensee or anyone claiming through Licensee use the License Area for parking for commercial vehicles and/or commercial trucks (including without limitation any construction vehicles) of any kind. Licensee acknowledges that the Licensor's Property is a Roman Catholic Parish. Licensee agrees that it shall not use or permit anyone claiming through Licensee to use the License Area in any manner which Licensor determines, in its sole and absolute discretion, (1) to be immoral (2) promotes the espousal of beliefs or viewpoints contrary to the teachings of the Catholic Church, or (3) to be injurious to the reputation of the Licensor, the Diocese of Cleveland, or the Bishop of the Diocese of Cleveland. In no event shall Licensee or anyone claiming through Licensee use any part of the Licensor's Property outside of the License Area.
- 2. **Blackout dates.** Licensor shall have the right, in Licensor's sole discretion and upon providing at least 24 hours' notice to Licensee, to designate certain dates where the parking lot, or portions thereof, may not be used by Licensee.
- 3. **Crosswalk on Everett Road.** A dedicated crosswalk from the north side of Everett Road to the south side of Everett Road shall be established by Licensee (the "Crosswalk"). Licensor shall have no financial or other responsibility with regard to the Crosswalk.
- 4. **Monthly Fee.** In consideration for the grant of the License as set forth in this Agreement, Licensee shall pay Licensor as follows: For the duration of this agreement, Licensee agrees that it shall continue to provide facilities for Licensor's parish school of religion ("PSR") program and shall not charge Licensor for the use of Licensee's premises for the PSR program ("PSR Rent Abatement"). Notwithstanding the foregoing, if this agreement is terminated for any reason, Licensor's use of Licensee's facilities and PSR Rent Abatement shall continue until August 31 following the effective date of termination. In addition, if Licensee uses the License Area through the 2019/2020 school year, Licensor shall be entitled to use Licensee's facilities and shall be entitled to a PSR Rent Abatement through August 31, 2022, regardless of whether the agreement is terminated prior to August 31, 2022. If Licensee uses the License Area through the 2020/2021 school year, Licensor shall be entitled to use Licensee's facilities and shall be entitled PSR Rent Abatement through August 31, 2023, regardless of whether the agreement

is terminated prior to August 31, 2023.

5. **Term.** This Agreement shall be for a term of commencing on the date this agreement is executed by the later of the two parties to sign, and ending on the last day of the 2020/2021 school year, unless otherwise terminated in accordance with the terms of this Agreement.
6. **No Fault Termination.** Either party shall have the right in its sole and absolute discretion to terminate this Agreement at any time and for any reason whatsoever upon thirty (30) days' notice to the other.
7. **Default and Termination.** Failure of Licensee to comply with any provision of this Agreement shall be considered to be an event of default. Without diminishing any other rights Licensor may have, upon the occurrence of a default by Licensee, Licensor may immediately terminate this Agreement upon notice to Licensee.
8. **Observance of Laws.** Licensee agrees that the use of the License Area pursuant to this Agreement shall at all times be in compliance with and all laws, ordinances, rules, and regulations of any kind. Licensee agrees that any penalty or fine assessed against the Licensor as a result of Licensee's violation of such laws, ordinances, rules, and regulations shall be charged to Licensee and that Licensee shall be solely responsible for the payment of such penalty or fine.
9. **Insurance:** Licensee agrees that:
 - a. Licensee shall obtain and maintain throughout the term of this Agreement Commercial General Liability Insurance covering itself, its officers, directors, employees, volunteers and agents. Such insurance shall have a combined single limit of not less than \$1,000,000.00, per occurrence, and provide coverage for personal injury, bodily injury, including death and property damage, and covering Licensee's use and occupancy of the Property and its operations thereon.
 - b. Licensee's Commercial General Liability insurance policy shall:
 - i. Name the following as additional insureds: St. Victor Parish, the Bishop of the Roman Catholic Diocese of Cleveland, and the Roman Catholic Diocese of Cleveland.
 - ii. Be primary payer insurance and not contributory to any other insurance available to the additional insured with respect to the claims arising out of this Agreement and shall apply separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.
 - c. Licensee shall obtain the insurance required by this Agreement from a carrier rated at least "A-" by A.M. Best Company and licensed or approved in the State of Ohio.
 - d. Licensee shall provide Licensor with advance written notice of the cancellation, non-renewal or reduction of the insurance coverage required by this Agreement.
 - e. Licensee shall provide Licensor, immediately upon execution of this Agreement, with a Certificate of Insurance evidencing all coverages and endorsements required by this Agreement and a Certificate of Insurance demonstrating continued coverage annually thereafter at least 10 days prior to the expiration of the then current policy.
10. **Maintenance of Property; Snow Removal.** Throughout the term of this Agreement, but only for and during the days for which the license is granted, Licensee shall, at its sole expense, keep the License Area in good order and in a clean and sanitary condition during its use and shall ensure that no debris, trash, or other refuse resulting from the use thereof enters upon Licensor's Property. Notwithstanding the foregoing, Licensor's snow removal

contractor shall provide all snow plowing, de-icing, and snow mound removal (collectively “Snow Removal”) for the parking lot including the License Area and Licensee shall be responsible for the reasonable costs of all Snow Removal activities relating to the License Area. Licensor’s contractor shall bill Licensee directly for all Snow Removal activities relating to the License Area, on a basis to be agreed upon by the Licensee and Licensor’s contractor, and Licensee agrees to pay Licensor’s contractor all amounts owed by Licensee within the time frame agreed upon.

11. **Patrols.** Licensee agrees that the Districts School Resource Officer will provide on-site patrols of the License Area daily while the parking lot is in use by High School Staff Members.
12. **No Licensor Duties.** Licensee acknowledges and agrees that for and during the days for which the license is granted, Licensor shall have no duty whatsoever regarding the License Area including, without limitation, duties related to the following: (1) maintenance, upkeep, and/or condition of the License Area or other areas of Licensor’s Property, (2) the clearance or removal of any accumulation of snow or ice (except as stated above), (3) lighting of the property, and (4) security or supervision of the License Area or Licensor’s Property.
13. **Sidewalk; Alterations to Property.** Licensee agrees to construct, if it is deemed necessary, mutually by the Licensor and Licensee, at its sole cost and expense, consistent with commercially reasonable industry standards and to Licensor’s satisfaction, and in compliance with all applicable laws and regulations including any zoning codes, a concrete sidewalk connecting the License Area to Everett Road, as well as lighting sufficient to illuminate the sidewalk and crosswalk (the “Sidewalk”). If a crosswalk across Everett Road is constructed, the sidewalk shall connect to the crosswalk. All work in connection with the Sidewalk, including without limitation any lighting, drainage, or grading work, shall be subject to approval of Licensor and the Diocese of Cleveland Facilities Services Corp. All improvements constructed in the License area shall be the sole property of Licensor. Licensee shall not make, nor permit to be made, any further alterations, additions or improvements to the License Area without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Licensee shall under no circumstances cause or permit the filing of any lien upon Licensor’s Property or any part thereof.
14. **Signage.** Licensee shall not post or permit the posting of any sign or other material in, at, on, or around the Licensor’s Property without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee shall provide (subject to approval from Licensor) any necessary signage for purposes of directing traffic and also shall identify permitted parking spaces with painted numbers.
15. **Exculpation.** LICENSEE SHALL NOTIFY USERS OF THE LICENSE AREA THAT THE VEHICLES PARKED ON THE LICENSE AREA PURSUANT TO THIS AGREEMENT ARE BEING PARKED IN AN UNATTENDED AND UNSUPERVISED PORTION OF LICENSOR’S PROPERTY AND THAT NEITHER LICENSEE NOR LICENSOR SHALL BE LIABLE FOR ANY DESTRUCTION, LOSS, OR DAMAGE OF ANY KIND WHATSOEVER TO ANY VEHICLE OR PROPERTY OR FOR ANY INJURY TO ANY PERSON RESULTING FROM ANY CAUSE WHATSOEVER.
16. **Limitation of Licensor’s Liability.**
 - a. The term “Licensor Party” shall mean the Bishop of the Diocese of Cleveland and Licensor and their respective officers, employees, agents, representatives, volunteers, parishioners, tenants, landlords, licensees, lenders, mortgagees, contractors, invitees, successors, and/or assigns.
 - b. Except as the direct and proximate result of its own independent tortious actions or inactions, in no event shall Licensor or any Licensor Party be liable to Licensee for any losses, including personal injury or property damage, that may result to Licensee from: (1) any use of the License Area by Licensor or any Licensor Party, (2) any limitation, curtailment, or restriction whatsoever on the use of the License Area, or (3) any interruption or interference with parking on or vehicular ingress and egress over and onto the License Area or Licensor’s Property or otherwise.

- c. Except as the direct and proximate result of its own independent tortious actions or inactions, In no event shall the Licensor or any Licensor Party be liable to the Licensee for any consequential, indirect, special, punitive or incidental damages for any claims arising out of or in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty) or warranty, or on any other legal or equitable grounds, even if Licensor has been advised of the possibility of such losses or damages.
 - d. Except as the direct and proximate result of its own independent tortious actions or inactions, In no event shall the Licensor or any Licensor Party be liable to the Licensee for any losses or damages arising out of or in connection with this Agreement in an amount exceeding 100% of PSR Rent Abatement amount for the first year of this Agreement.
17. **Indemnification.** To the fullest extent allowed by law, Licensee covenants and agrees to indemnify, defend and hold harmless the Licensor, the Roman Catholic Diocese of Cleveland, the Bishop of the Roman Catholic Diocese of Cleveland and their respective pastors, members, officers, agents, employees, contractors, licensees or invitees from and against any and all claims, losses, costs, judgments or expenses, including but not limited to, reasonable attorney's fees and professional fees and litigation costs, caused by, arising out of, or related to (a) the use and occupancy of the License Area by the Licensee or its agents, contractors, employees, servants, sublessees, guests, invitees, or any others claiming through Licensee or allowed onto the License Area by Licensee (each a "Licensee Party"); or (b) any act or omission of Licensee or any Licensee Party; or (c) any failure to perform any agreement or obligation to be performed by Licensee under this Agreement. Such indemnification shall survive the termination of this Agreement.
18. **Condition of the Property.** Licensee has thoroughly examined and is familiar with the condition of the Licensee Area. Licensee acknowledges that no representation as to the condition or repair of the Licensee Area or any portion of Licensor's Property, including but not limited to any representation regarding the suitability of the License Area for Licensee's intended use thereof, has been made by Licensor or any agent of Licensor. Licensee understands and acknowledges that it is Licensee's sole duty to determine whether the License Area is suitable for Licensee's intended use and to determine the application of any laws, ordinances, regulations, and rules pertaining to Licensee's intended use of the License Area.

Licensee hereby agrees to accept the License Area for Licensee's use in its "**AS IS,**" **PRESENT CONDITION** and "**WITH ALL FAULTS.**" LICENSOR AND LICENSEE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PROPERTY IS SUITABLE FOR LICENSEE'S INTENDED COMMERCIAL PURPOSE, AND LICENSEE'S OBLIGATION TO PAY ANY USE FEE OR UNDERTAKE ANY OBLIGATION HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PROPERTY OR THE PERFORMANCE BY LICENSOR OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LICENSEE SHALL CONTINUE TO PAY THE USER FEE AND MEET ITS OBLIGATIONS HEREUNDER, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LICENSOR OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

19. **No Waiver.** No waiver of any breach or default of Licensee or Licensor shall be implied from any omission by the other to take action on account of any similar or different breach or default or from any acquiescence of the other in any prior event of default. No express waiver shall affect any breach or default other than the breach or default specified in the express waiver and that only for the time and to the extent therein stated.
20. **Notice.** Any notice, demand, request or other communication required or permitted to be given under this Agreement shall be in writing and delivered in person or sent by (1) United States certified or registered mail, return receipt requested, postage prepaid; (2) via facsimile with verification of successful transmission by the sender; (3) via email with verification of successful transmission; or (4) sent by overnight courier, addressed as follows:

Licensor:

St. Victor Parish
Attn: Pastor or Administrator
3435 Everett Rd.
Richfield, OH 44286
Fax: 330-659-3618

Licensee:

Revere Local School District
Attn: District Treasurer
3496 Everett Rd.
Richfield, OH 44286
Fax: 330-659-6111

21. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of a partnership or of a joint venture between the parties hereto, or any relationship other than that of licensor and licensee.
22. **Entire Agreement - Modification.** This Agreement, together with any attached exhibits, contains all of the terms and conditions of the agreement between the parties, and any and all prior and contemporaneous oral and written agreements are merged herein. No amendments, waivers, or modifications of this Agreement shall be made or deemed to have been made unless in writing executed by both Licensor and Licensee.
23. **Authority to Sign.** The person executing this Agreement on behalf of Licensee hereby warrants that the Licensee is duly organized or qualified under the laws of, and is qualified to do business in, the State of Ohio and that he/she is authorized to sign and execute this Agreement on behalf of Licensee. It is agreed that evidence of such authority will be provided to Licensor upon request.
24. **Construction.** The terms, provisions, and conditions of this Agreement represent the results of negotiations between Licensor and Licensee, each of whom has been represented by counsel of its own choosing, and neither of whom has acted under duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms, provisions, and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and Licensor and Licensee expressly, knowingly, and voluntarily waive the application, in connection with the interpretation and construction of this Agreement, of any rule of law or procedure to the effect that ambiguous or conflicting terms, conditions, or provisions shall be interpreted or construed against the Licensor or the party whose attorney prepared the executed version of any prior drafts of this Agreement.
25. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws and court decisions. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of such provision to other persons or circumstances or other instruments referred to in this Agreement shall be affected thereby, but rather the same be enforced to the greatest extent permitted by law.
26. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.
27. **Headings.** Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify, or otherwise modify or affect the terms and provisions of this Agreement or the meaning or construction of the terms and provisions of this Agreement.
28. **Binding Effect; Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, Licensor and Licensee, its successors and assigns. This Agreement is personal to Licensee, and Licensee may not assign any of its rights under this Agreement without the express written consent of licensor. Any attempted assignment by Licensee without the consent of licensor shall automatically terminate this Agreement.

29. **Non-interest in Real Property**. The license granted herein constitutes a revocable license to use only and does not grant to Licensee any easement or other interest in Licensor's Property, the License Area, or any other real property thereunder, other than a nonexclusive, revocable right to use same in accordance with the terms of this Agreement. Licensor may temporarily close any portion or all of the License Area at any time for repairs or alterations, to prohibit a dedication thereof, or for any other reason deemed sufficient by Licensor in its sole and absolute discretion.
30. **Counterpart Signatures**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document. This Agreement may be transmitted between the parties hereto by facsimile or in ".pdf" format via email, and the parties hereto intend that "fax" or emailed signatures shall constitute original signatures and any "faxed" or emailed Agreement containing the signature (original or "faxed" or emailed) of a party hereto shall be binding upon such party.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement on the dates set forth below.

LICENSOR

By: _____

Print: Rev. Allen F. Corrigan

Title: Pastor

Date: _____

LICENSEE

By: _____

Print: _____

Title: _____

Date: _____