

EXTENDED JOINT AGREEMENT
AMONG AND BETWEEN THE BOARDS OF EDUCATION
OF
CERTAIN SCHOOL DISTRICTS OF FRANKLIN COUNTY, OHIO

THIS EXTENDED JOINT AGREEMENT (referred to herein as the "Agreement") is made and entered into to be effective as of the 29th day of June, 1992, among and between the Boards of Education of the Canal Winchester Local School District; Columbus City School District; Dublin City School District; Franklin County School District; Gahanna-Jefferson City School District; Groveport-Madison Local School District; Hamilton Local School District; Hilliard City School District; Plain Local School District; Reynoldsburg City School District; Southwestern City School District; Westerville City School District; and Worthington City School District (referred to herein, collectively, as the "Boards of Education" and each, separately, as a "Board of Education").

WITNESSETH:

WHEREAS, the Boards of Education are cognizant of Ohio State Board of Education guidelines governing requests for the transfer of school district territory following the annexation of such territory for municipal purposes and such Boards of Education desire to take action consistent with said guidelines; and

WHEREAS, the Boards of Education have, through their respective authorized representatives, been engaged in discussions regarding the present and future educational needs of the pupils of their school districts (referred to herein, collectively, as the "School Districts" and each, separately, as a "School District"); and

WHEREAS, the Boards of Education mutually desire to achieve educational, financial, and territorial stability and predictability for the purpose of planning future interdistrict cooperative educational programs, services and opportunities for the pupils of the School Districts and for the purpose of planning future educational facilities adequate to provide such programs, services and opportunities; and

WHEREAS, territorial growth of the City of Columbus through municipal annexations has resulted in areas of the City of Columbus being located within the boundaries of School Districts other than the Columbus City School District; and

WHEREAS, multiple School District boundaries being located within the City of Columbus has caused the Boards of Education to be concerned about the future stability and predictability of educational planning in the School Districts because of

uncertainty about maintaining the existing boundaries of the School Districts for the future; and

WHEREAS, the Boards of Education have formulated, considered and agreed upon and are committed and desire to implement a practical and workable arrangement to assure the adequate planning of educational programs, services and opportunities for the pupils of the School Districts and adequate planning for educational facilities to provide such programs, services and opportunities; and

WHEREAS, the Boards of Education intend for this Agreement to qualify as a "Comprehensive Plan" with regard to pupil-based shared education programs, the provision for inter-school district revenue allocations and for the disposition of School District territory annexed for municipal purposes; and

WHEREAS, the Boards of Education have previously entered into a certain Joint Agreement Among and Between the Boards of Education of Certain School Districts of Franklin County, Ohio (referred to herein as the "Initial Agreement"), dated as of May 20, 1986, relating to the matters referred to in the foregoing recitals, as amended by a certain Amendment No. 1 to the Joint Agreement Among and Between the Boards of Education of Certain School Districts of Franklin County, Ohio among the Boards of Education and undated (collectively referred to herein as the "Initial Agreement"); and

WHEREAS, the Boards of Education desire to clarify certain matters in the Initial Agreement relating to the fourth and fifth payment years provided for in the Initial Agreement and to provide the terms for the extension of the Initial Agreement beyond that fifth payment year, all as hereinafter set forth.

FOR AND IN CONSIDERATION OF the foregoing and of the promises and covenants hereinafter set forth, it is agreed among and between the Boards of Education as follows:

Section 1. Purpose. The purpose of this Agreement is to provide for the extension of the Initial Agreement after the initial five payment years provided for therein and to clarify certain provisions of the Initial Agreement which set forth the manner and means by which the Boards of Education shall, in the interests of the pupils of the School Districts, cooperatively provide for certain shared educational programs and services among and between School Districts; for the permanent establishment of current School District boundaries, subject to future municipal annexations; for the permanent establishment of School District boundaries of territory hereafter annexed to municipalities; and for the allocation of financial resources among and between School Districts.

Section 2. Definitions. As used in this Agreement, the terms set forth below shall have the following meanings:

(a) "Annexation" means an annexation for municipal purposes under Sections 709.02 to 709.37 of the Ohio Revised Code.

(b) "Annexed Territory" means all areas of land which have been annexed to the city or village for municipal purposes, but on May 20, 1986 had not been transferred to the School District of which the city or village is a part, except any part of such areas which constitute part of the property identified as Area Y on Exhibit D attached to and made a part of this Agreement.

(c) "Extension Period" means each successive period of six (6) Fiscal Years, beginning with Fiscal Year 1993. For example, the first Extension Period shall be the period commencing on July 1, 1992 and continuing through June 30, 1998.

(d) "Fiscal Year" means each period of twelve (12) months beginning on a July 1 and continuing through the next following June 30. For example, Fiscal Year 1993 begins on July 1, 1992 and continues through June 30, 1993.

(e) "Future Annexed Territory" means any area of land that has been or is annexed to a city or village for municipal purposes after May 20, 1986.

(f) "Municipal School District" means the school district of the city in which Annexed Territory or Future Annexed Territory is located.

(g) "Suburban Board" mean the Board of Education of each of the following School Districts: Canal Winchester Local; Dublin City; Gahanna-Jefferson City; Groveport-Madison Local; Hamilton Local; Hilliard City; Plain Local; Reynoldsburg City; Southwestern City; and Westerville City.

Section 3. Term of Agreement. This Agreement shall become effective as of the date first written above and shall remain effective until amended or terminated by a written instrument signed by all of the Boards of Education or until terminated in accordance with Section 6 of this Agreement.

Section 4. Clarification of Initial Agreement. The Initial Agreement is hereby amended to include the following clarifications:

(a) The fourth and fifth payment years referred to in the Initial Agreement are Fiscal Years 1991 and 1992.

(b) A part of the payments to be made to the Board of Education of the Columbus City School District (referred to herein as "Columbus Board") by the other Boards of Education pursuant to Section 7 of the Initial Agreement for the fourth payment year thereof has been made by the State of Ohio. The balances of those payments not paid by the State of Ohio shall be paid in two installments, the first of which shall be due and payable on or before June 30, 1992 and the second of which shall be due and payable on or before the thirtieth (30th) day after the effective date of an act of the Ohio General Assembly which clarifies that Ohio Revised Code Section 3311.06(F) does not impose any limitation on payments made for the fourth payment year under Section 7 of the Initial Agreement. The respective amounts of those installments are as follows:

(1)	(2)	(3)
<u>School District</u>	Installment due <u>June 30, 1992</u>	Installment due after General Assembly <u>Action</u>
Canal Winchester Local	\$ 12,500	\$ -0-
Dublin City	\$200,000	\$ -0-
Gahanna-Jefferson City	\$ 81,711	\$ 72,427
Groveport-Madison Local	\$ 5,658	\$ 57,755
Hamilton Local	\$ 4,085	\$ 24,929
Hilliard City	\$133,389	\$ 66,611
Plain Local	\$ 25,000	\$ -0-
Reynoldsburg City	\$ 32,135	\$ 24,668
Southwestern City	\$ 71,990	\$128,010
Westerville City	\$ 57,265	\$124,872

Notwithstanding the foregoing, if an act passed by the Ohio General Assembly taking the action described in the second sentence of this subsection (b) does not become effective prior to July 1, 1993, then the Boards of Education shall have no obligation to pay the installment provided for in column (3) of the foregoing table.

(c) The payments to be made to the Columbus Board by the other Boards of Education pursuant to Section 7 of the Initial Agreement for the fifth payment year thereof are due and payable in full on or before June 30, 1992 in the following amounts:

(1) <u>School District</u>	(2) <u>Amount</u>
Canal Winchester Local	\$ 12,500
Dublin City	\$200,000
Gahanna-Jefferson City	\$200,000
Groveport-Madison Local	\$200,000
Hamilton Local	\$ 87,597
Hilliard City	\$200,000
Plain Local	\$ 69,544
Reynoldsburg City	\$ 62,019
Southwestern City	\$200,000
Westerville City	\$200,000

Section 5. Amendment of State Law. Promptly after the execution of this Agreement, the Boards of Education, jointly, shall promptly request the Ohio General Assembly to amend Ohio Revised Code Section 3311.06(F) to clarify that it imposes no limitation on payments required to be made pursuant to Section 7 of the Initial Agreement and Section 10 of this Agreement and shall thereafter diligently lobby (a) the Ohio General Assembly for the introduction and passage of such an amendment, and (b) the Governor of the State of Ohio for approval of that amendment.

Section 6. Extension and Termination.

(a) The intent and purpose of the Initial Agreement are hereby extended, upon the terms and conditions hereinafter set forth in this Agreement, for the first Extension Period and for successive Extension Periods thereafter until this Agreement is terminated as hereinafter provided for in this Section 6 or as provided for in Section 3 of this Agreement. This Agreement supersedes the Initial Agreement with respect to the rights and obligations of the Boards of Education after June 30, 1992.

(b) Each Board of Education shall have the option to terminate its participation in this Agreement effective at the end of any Extension Period. That option shall be exercised by a Board of Education, if at all, by its giving written notice of such exercise to all of the other Boards of Education at any time during the period commencing on April 1 of the sixth (6th) Fiscal Year of the Extension Period at the end of which its participation will terminate and continuing through May 31 of that Fiscal Year. Any Board of Education which gives such a notice of election may rescind that election by giving written notice of that rescission to all of the other Boards of Education within the same notice period of the same Fiscal Year. If a Board of Education duly elects to terminate its participation in this Agreement and does not duly rescind that election, then, immediately upon the expiration of the then-current Extension

Period, that Board of Education shall cease to be a party to this Agreement; shall have no further rights or obligations under this Agreement (except that no termination shall relieve any party of the obligation to make any payment which shall have been due and payable from it prior to or at the end of such Extension Period); and shall cease to be a "Board of Education" within the meaning of this Agreement.

(c) If any Board of Education shall terminate its participation in this Agreement at the end of any Extension Period in accordance with subsection 6(b) of this Agreement, then the Columbus Board shall have the option to terminate its participation in this Agreement effective upon the expiration of the same Extension Period. The Columbus Board shall have such option each time that another Board of Education terminates its participation in this Agreement. The Columbus Board shall exercise each such option, if at all, by giving written notice of that exercise to all of the other Boards of Education by not later than the fifth (5th) calendar day prior to the end of the Extension Period during which such option arises. The options which the Columbus Board shall have under this subsection (c) shall be in addition to the options to terminate which the Columbus Board shall have, along with the other Boards of Education, under subsection 6(b) of this Agreement.

(d) If at anytime a court of competent jurisdiction shall determine (i) that Ohio Revised Code Section 3311.06(F) or any successor provision imposes a limit on payments required to be made pursuant to Section 10 of this Agreement, (ii) that any payment required to be made pursuant to said Section 10 is to be otherwise altered or reduced in any way from the amount or payment terms provided for in said Section 10, or (iii) that any Board of Education, which by the terms of said Section 10, is obligated to make a payment thereunder, is not so obligated, then the Columbus Board shall have the option to terminate this Agreement. The Columbus Board shall exercise that option, if at all, by giving written notice of that exercise to all of the other Boards of Education on or before the sixtieth (60th) day after whichever of the following shall be applicable with respect to a final appealable order making the decision described in the first sentence of this subsection (d): (I) the date on which the period for filing an appeal from that order shall have expired without the filing of an appeal from that order; (II) the date on which the period for filing an appeal from an appealable decision affirming that order shall have expired without the filing of an appeal from that decision; or (III) the date of the entry of a decision affirming that order is entered if no right of appeal from that decision exists. If the Columbus Board shall exercise an option to terminate this Agreement pursuant to this subsection (d), then this Agreement shall terminate upon the giving of the notice of that exercise, and thereafter the Boards of Education shall have no further rights or obligations under this Agreement,

except that no termination shall relieve any Board of Education of the obligation to make any payment which shall have become due and payable from it prior to or upon such termination.

Section 7. Disposition of Annexed Territory. Unless otherwise provided herein, Annexed Territory shall not hereafter be transferred to the Municipal School District for school purposes.

Section 8. Disposition of Future Annexed Territory. Unless otherwise provided herein, unless otherwise provided in a valid agreement previously entered into between two or more Boards of Education regarding Future Annexed Territory, or unless provided otherwise in an agreement between two or more Boards of Education reached not later than ninety (90) days after the effective date of an Annexation, Future Annexed Territory shall be automatically transferred for school purposes to the applicable Municipal School District, except that Future Annexed Territory consisting of the property described on Exhibits A1 through A7 attached to and made a part of this Agreement, which is presently located within the School Districts identified on those Exhibits, shall not hereafter be transferred for school purposes to a Municipal School District.

The effective date of the transfer for school purposes of each Future Annexed Territory shall be the beginning of the first school year after the first April 1 following the effective date of the Annexation of that Future Annexed Territory. Nothing contained herein shall preclude the School Districts affected by the transfer of Future Annexed Territory from entering into agreements recognizing special circumstances or classes of students (e.g., graduating seniors) which may exist at the time of such Annexation and making short-term arrangements for such circumstances or students.

With respect to Future Annexed Territory located in the Canal Winchester Local School District, the Groveport-Madison Local School District, the Hamilton Local School District, and the Plain Local School District, the Municipal School District shall, so long as each such local School District remains an independent political subdivision, annually allocate and distribute to each such local School District a portion of the tax revenue from the Future Annexed Territory annexed to the Municipal School District from that local School District, but only for so long as the pupil valuation, as defined by Ohio law, of such local School District is less than the pupil valuation of the Municipal School District. For each such local School District, that portion shall be an amount equal to four-tenths of one percent (0.4%) of the total assessed valuation of Commercial, Industrial, Public Utility Real, Public Utility Personal and Tangible Personal Property in the Future Annexed Territory annexed to the Municipal School District from that local School District; provided, how-

ever, that the allocation and distribution by the Municipal School District to each such local School District pursuant to this sentence for any Fiscal Year shall not exceed the maximum amount permitted by subsection 10(d) of this Agreement for the payment to the Municipal School District from any other Board of Education during the same Fiscal Year.

Section 9. Shared Educational Programs and Services.

Pursuant to the Initial Agreement, the Boards of Education have established the Franklin County Educational Program and School Services Council (hereinafter referred to as the "Council") for the purpose of providing shared educational programs and services, available to and for the benefit of the pupils of all of the School Districts and of such other school districts as are permitted to participate in the Council pursuant to the provisions of this Section 9. Such programs and services shall include the following:

The Council shall provide educational programming of mutual interest to a wide range of pupils of all participating school districts at locations effectively situated to permit reasonable access. Such programs shall be offered on a full-day basis to pupils in grades K through 12 and may be offered on a half-day basis. All programs shall be structured so as to be capable of attracting and supporting pupil enrollment which is race and sex representative of the enrollment characteristics of all participating school districts. In addition, enrollment in such programs shall be sufficient in size to justify the commitment of financial resources necessary to offer such programs. Participation by pupils shall be on a voluntary basis. A pupil enrolled in a program shall retain and maintain his or her status as a pupil of the school district of his or her residence. In no case shall the Council develop and offer programs which displace programs of vocational school districts serving participating school districts.

The Council shall provide a method whereby its participating school districts shall be made aware of the ability to participate with one or more of its other members in programs of low-incidence enrollment (e.g., home economics, industrial arts, and special education). The terms and conditions under which school districts may participate, one with another in such programs, shall be determined by such participating school districts and not by or through the Council.

The Council shall provide a method whereby all Franklin County school districts shall be made aware of each

school district's range of school services (e.g., food service, staff training, transportation, and facility maintenance) and shall, upon request, assist such school districts in structuring cooperative arrangements to avail themselves of such services. The terms and conditions under which such school districts may participate, one with another in such services, shall be determined by such participating school districts and not by or through the Council.

The Council shall be governed by a Board (referred to herein as the "Board"). The Board shall be comprised of the following: (a) the superintendents of all of the School Districts; (b) the superintendents of any other school districts in Franklin County, Ohio which are approved by a majority of the votes on the Board for participation in the Council and are current in their payments to the Council under this Section 9; and (c) three (3) individuals representing the Columbus City School District (referred to herein as the "Columbus District") appointed by the Superintendent of the Columbus District (herein referred to as the "Columbus Representatives") who shall serve at the pleasure of the Superintendent of the Columbus District. In voting by the Board, the Superintendent of the Columbus District and the Columbus Representatives shall each have that number of votes necessary to cause each of them to have the same number of votes and all of them, in the aggregate, to have forty percent (40%) of the total votes on the Board. Each of the other members of the Board shall have one (1) vote. Notwithstanding the foregoing, a Board of Education which terminates its participation in this Agreement shall, thereupon, cease to participate in the Council and to have any member of the Board and may not thereafter participate in the Council unless such participation is approved by a vote of seventy-five percent (75%) of all votes on the Board.

Unless otherwise provided by the Board, the Council and the Board shall be governed in their proceedings by the current revision of Robert's Rules of Order and with respect to all other matters by the policies, rules and regulations of its fiscal agent.

The Columbus District, or such other agency as the Council may designate, shall act as fiscal agent for the Council. The Columbus District shall provide office space and reasonable support services for the Council.

The Council shall be funded during each Fiscal Year by the Boards of Education, and by the boards of education of any other school districts which participate in the Council, through the payment of an amount equal to one dollar (\$1.00) for each enrolled student, determined by the "average daily membership" (as that term is defined and required to be certified by Ohio law) of each such participating school district, but only up to a maximum of

fifty thousand dollars (\$50,000) from any one school district during each Fiscal Year. Notwithstanding the foregoing, the annual payment and the maximum annual payment may be changed by a vote of seventy-five percent (75%) of all votes on the Board. Upon receipt of an invoice from the fiscal agent of the Council, payments to the Council shall be made by school districts in equal installments in July and January of each Fiscal Year, commencing in July, 1992.

Upon such terms and conditions as the Board may determine by a vote of majority of the votes on the Board, the Board shall employ or otherwise engage the services of an administrative staff to implement and facilitate the purposes of the Council.

Section 10. Allocation of Revenues Resulting from Non-Inflationary Increases in the Assessed Valuation of Certain Classes of Property in the Annexed Territory.

(a) Except as otherwise specifically provided herein or in an agreement between two or more Boards of Education (which agreement may affect only the payment to be made between the Boards of Education which are parties to such agreement), revenues resulting from non-inflationary increases in the assessed valuation of Commercial, Industrial, Public Utility Real, Public Utility Personal, and Tangible Personal Property in the Annexed Territory shall be determined and allocated among and between School Districts as provided for in this Section 10.

(b) The "Increase in Assessed Valuation" which will be used to determine the payments to the Columbus Board by the other Boards of Education will be calculated as described on Exhibit B attached hereto and made a part hereof. Any dispute concerning the method of calculating any Increase in Assessed Valuation shall be resolved by final and binding arbitration as provided herein. The parties to any such arbitration shall abide by and perform in accordance with any award rendered by the arbitrator(s) and agree that such award may be confirmed, modified, corrected, or vacated only in accordance with the provisions of Ohio Revised Code Chapter 2711. Any such arbitration shall be submitted to an arbitrator agreed upon by all parties to the arbitration, unless the parties are unable to so agree. If the parties to an arbitration are unable to agree upon an arbitrator, then the arbitration shall be submitted to a panel of three (3) arbitrators, one of which shall be selected by the Columbus Board, the second of which shall be selected by agreement of all of the other Boards of Education which shall be parties to that arbitration, and the third of which shall be selected by agreement of the other two arbitrators and shall be an attorney or accountant having experience with assessed values of the classes of property used in determining Increase in Assessed Valuation. Should disputes develop with respect to a particular arbitration over matters not addressed herein, the

Commercial Arbitration Rules of the American Arbitration Rules shall apply. If an arbitration is submitted to a single arbitrator, then the Columbus Board shall pay one half of the fees and costs of that arbitrator, and the other Boards of Education which are parties to that arbitration shall pay in equal shares the other one half of the fees and other costs of the arbitrator. If an arbitration is submitted to a panel of three arbitrators, then the Columbus Board shall pay the fees and other costs of the arbitrator appointed by it and one half of the fees and costs of the arbitrator appointed by the other two arbitrators, and the other Boards of Education which are parties to that arbitration shall pay in equal shares the fees and other costs of the arbitrator appointed by them and the other one half of the fees and costs of the arbitrator appointed by the other two arbitrators.

(c) During each Fiscal Year, beginning with Fiscal Year 1993, there shall be allocated and paid to the Columbus Board by each Suburban Board an amount equal to one percent (1%) of the Increase in Assessed Valuation determined with respect to that Fiscal Year for the School District of that Suburban Board, except as otherwise provided in subsection 10(d) of this Agreement. If an act of the Ohio General Assembly amending the Ohio Revised Code to clarify that payments required to be made to the Columbus Board by the Suburban Boards for the fourth payment year under Section 7 of the Initial Agreement are not subject to any limitation imposed by Ohio Revised Code Section 3311.06(F), without the imposition of any new limitation on those payments, does not become effective prior to July 1, 1993, then the payment by each Suburban Board pursuant to this subsection (c) during Fiscal Year 1994 shall be increased by the amount for that Suburban Board set forth in column (3) of the table in subsection 4(b) of this Agreement.

(d) In no event shall the payment to the Columbus Board by any Suburban Board during any Fiscal Year pursuant to subsection 10(c) of this Agreement be greater than the Cap Amount for that Fiscal Year. The Cap Amounts shall be as follows:

- (i) For each of Fiscal Years 1993 and 1994, \$400,000;
- (ii) For each of Fiscal Years 1995 and 1996, \$500,000;
- (iii) For each of Fiscal Years 1997 and 1998, \$600,000;
- (iv) For each of Fiscal Years 1999 and 2000, \$700,000;
- (v) For each of Fiscal Years 2001 and 2002, \$800,000;
- (vi) For each of Fiscal Years 2003 and 2004, \$900,000; and
- (vii) For each Fiscal Year after 2004, \$900,000 plus an inflationary factor determined as hereinafter described; provided, however, that, in no event shall the Cap Amount for any Fiscal Year be less than the Cap Amount for the immediately preceding Fiscal Year. For each Fiscal Year, that inflationary factor shall be the lesser of (I) the limiting amount described in the next

following sentence or (II) the product of \$900,000 multiplied by a fraction the denominator of which shall be the Consumer Price Index for All Urban Consumers (CPI-U), all items index (Base 1982-1984=100), for the North Central Region (Size Class A), as published by the Bureau of Labor Statistics of the United States Department of Labor (referred to herein as the "CPI") for January, 2002 and the numerator of which shall be the amount by which the CPI for January of the year before such Fiscal Year exceeds the CPI for January, 2002; provided, however, that if there is no such excess for such Fiscal Year, then the inflationary factor for that Fiscal Year shall be zero (0). The limiting amount referred to in the immediately preceding sentence shall be \$100,000 for Fiscal Year 2005; shall increase by \$50,000 for each of the other Fiscal Years in the third Extension Period (so that the limiting amount will be \$350,000 for Fiscal Year 2010, the sixth fiscal year of the third Extension Period); and shall thereafter increase by \$100,000 for the first Fiscal Year of each subsequent Extension Period and \$50,000 for each other Fiscal Year of each subsequent Extension Period (so that the limiting amount will be \$700,000 for Fiscal Year 2016, the sixth Fiscal Year of the fourth Extension Period). If the CPI shall be altered or cease to be published, then the Boards of Education shall agree upon such alteration of the formula set forth in this subsection (d), or such alternative index, as shall be necessary to most closely approximate the result intended by this subsection (d).

(e) The payment to be made during each Fiscal Year to the Columbus Board by each Suburban Board shall be paid in two (2) equal installments, which shall be due and payable on or before November 15 and March 15, respectively, of that Fiscal Year.

(f) Anything in this Agreement to the contrary notwithstanding, if this Agreement or the participation of the Board of Education of the Canal Winchester Local School District in this Agreement shall terminate prior to July 1, 2016, then there shall be allocated and paid to the Columbus Board by the Board of Education of the Canal Winchester Local School District an additional amount equal to the difference between (i) twenty-five thousand dollars (\$25,000) and (ii) the product of one thousand dollars (\$1,000) multiplied by the number of Fiscal Years which shall have expired after June 30, 1992 and prior to such termination. For that purpose, any partial Fiscal Year which shall not have been completed at the time of such termination shall be counted as a whole Fiscal Year expired.

Section 11. Commitment to Continuing Cooperation. The Boards of Education are and shall remain committed to the spirit of cooperation in which this Agreement and the Initial Agreement were reached. To that end, the Boards of Education shall continuously monitor and evaluate the progress of all aspects of this Agreement and the Initial Agreement and shall work together in a collective effort to enhance and maintain the benefits expected to be derived from this Agreement and the Initial Agreement.

Section 12. Severability. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, such determination shall not effect, to the extent possible, the validity of the remaining provisions of this Agreement, unless the provision determined to be invalid is a provision requiring a payment to be made by a Board of Education to another Board of Education.

Section 13. Successors. This Agreement shall be binding on and inure to the benefit of the successors of the Boards of Education.

Section 14. Complete Agreement. This Agreement represents the complete understanding and agreement of the parties hereto with respect to the subject matters hereof.

Section 15. Part Originals. Acknowledging that the representatives of thirteen (13) Boards of Education will be required to execute this Agreement, making the execution of a single master copy impractical, this Agreement may be executed in counterparts by the Boards of Education. Each such counterpart shall be considered an original of the entire Agreement.

Section 16. Amendment. This Agreement may be amended only by a writing executed by each of the parties hereto.

IN WITNESS WHEREOF, each of the Boards of Education have, by Resolution and through their respective representatives, authorized and directed the execution of this Agreement.

Witnesses:

CANAL WINCHESTER LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

By _____
President

By _____
Treasurer

By _____
Superintendent

Witnesses:

COLUMBUS CITY SCHOOL DISTRICT BOARD
OF EDUCATION

By _____
President

By _____
Treasurer

By _____
Superintendent

EXHIBIT A1

COLUMBUS CITY SCHOOL DISTRICT

(Future Annexed Territory to be transferred from Gahanna-Jefferson City School District to the Columbus City School District)

Beginning at the intersection of the middle of East Broad Street and the middle of Brice Road; east along the middle of East Broad Street to the Columbus City-Gahanna Jefferson City School District Boundary line; north, east and north along the Columbus City-Gahanna Jefferson City School District boundary line and its northerly extension to the Conrail Railroad; west along the Conrail Railroad to the northerly extension of a line immediately west of Outerbelt Street (in order to include both odd and even addresses on Outerbelt Street but no land west of those addresses); south along the northerly extension of a line and continuing south along the line immediately west of Outerbelt Street to the middle of East Broad Street; east along the middle of East Broad Street to the middle of Brice Road to the point of beginning.

GAHANNA-JEFFERSON CITY
SCHOOL DISTRICT

(Future Annexed Territory area to be retained by the Gahanna-Jefferson City School District)

Beginning at the intersection of the middle of Johnstown Road (U.S. Route 62) and the southerly extension of the Gahanna Municipal-Jefferson Township Boundary line (near Hamilton Road); north along the southerly extension of the Gahanna Municipal-Jefferson Township Boundary line and continuing north along the Gahanna Municipal-Jefferson Township Boundary line to the Gahanna Jefferson City-Plain Local District Boundary line; east along the Gahanna-Jefferson City-Plain Local School District Boundary line to Rocky Fork Creek; south along Rocky Fork Creek to a point which represents an easterly extension of a line immediately south of and parallel to Woods Road (in order to include both odd and even addresses on Woods Road and all present addresses on Pamela Drive); west along the easterly extension of a line immediately south of Woods Road and continuing west along this line immediately south of Woods Road and its westerly extension to the present Gahanna City Municipal-Jefferson Township Boundary line; north, west, south and west along the Gahanna City Municipal-Jefferson Township Boundary line to the middle of Clotts Road; south along the middle of Clotts Road to the middle of Tresham Road; west along the middle of Tresham Road to the middle of Hamilton Road; north along the middle of Hamilton Road to the middle of Johnstown Road; west along the middle of Johnstown Road to the southerly extension of the

Gahanna Municipal-Jefferson Township Boundary line to the point
of beginning.

EXHIBIT A3

HAMILTON LOCAL SCHOOL DISTRICT

(Future Annexed Territory to
be retained by the Hamilton
Local School District)

All of the present residential housing on the former Lockbourne
Air Force Base which is presently known as the Rickenbacker Air
National Guard Base.

EXHIBIT A4

HILLIARD CITY SCHOOL DISTRICT

(Future Annexed Territory to
be retained by the Hilliard
City School District)

AREA I

Beginning at the intersection of the middle of Interstate 270 and the middle of Roberts Road; west along the middle of Roberts Road to the middle of Rome Hilliard Road; south along the middle of Rome Hilliard Road to the Hilliard City-Southwestern City School District Boundary line; east along the Hilliard City-Southwestern City School District Boundary line to the Hilliard City-Columbus City School District Boundary line; east along the Hilliard City-Columbus City School District Boundary line to the Hilliard City-Upper Arlington City School District Boundary line; north along the Hilliard City-Upper Arlington City School District Boundary line and then follows the Scioto River to the Hilliard City-Dublin City School District boundary line; west along said boundary to the center of Dublin Road; north to the Hayden Run Road; west along the Hilliard City-Dublin City School District boundary line until it meets the Columbus Municipal-Norwich Township boundary line at its western-most point north of Hayden Run Road where the municipal boundary runs north and south; south along the Columbus Municipal-Norwich Township Boundary line to the middle of Davidson Road; west along the middle of Davidson Road to the middle of Interstate 270; south along the middle of Interstate 270 to the middle of Roberts Road to the point of beginning.

(Future Annexed Territory to
be retained by the Hilliard
City School District)

AREA II

Beginning at the intersection of the middle of Cole Road and the middle of Alton and Darby Creek Road; north along the middle of Alton and Darby Creek Road to the middle of Renner Road; east along the middle of Renner Road to a line immediately west of and parallel to Valley Crest Drive (in order to include both odd and even addresses on Valley Crest Drive but no land west of those addresses); northeast along this line immediately west of and parallel to Valley Crest Drive to a line immediately south, west and north of Hickory Hill Drive (in order to include both odd and even addresses on Hickory Hill Drive but no land south, west and north of those addresses); north, east, north and east along this line immediately south, west and north of Hickory Hill Drive and its easterly extension to the Columbus City-Norwich Township Boundary line; south along the Columbus City-Norwich Township Boundary line to the Hilliard City-Southwestern City School District Boundary line; west along the Hilliard City-Southwestern City School District Boundary line to the middle of Alton and Darby Creek Road; north along the middle of Alton and Darby Creek Road to the southern boundary of Thornapple Country Club; west along the southern boundary of Thornapple Country Club to the middle of Cole Road; north, west, north and east along the middle of Cole Road to the middle of Alton and Darby Creek Road to the point of beginning.

(Future Annexed Territory to
be retained by the Hilliard
City School District)

AREA III

All of the present addresses on the following streets which intersect with Feder Road and Cole Road; Golfview Place, Woodsend Court, and Hardwood Drive.

AREA IV

Beginning at the intersection of the middle of Hubbard Road and the middle of Dellinger Road; going east along the middle of Dellinger Road to a line immediately east of and parallel to Prarie Road; south along this line immediately east of and parallel to Prarie Road (in order to include both odd and even addresses on Prarie Road and those present addresses on Cadence Drive, Soad Drive, Leader Drive, Private Road, and An-kee Boulevard but no addresses to the east of those addresses) to a line immediately south of and parallel to Feder Road (in order to include both odd and even addresses on Feder Road but no land south of those addresses); west along this line immediately south of and parallel to Feder Road to the middle of Hubbard Road; south along the middle of Hubbard Road to the Hilliard City-Southwestern City School District Boundary line; west along the Hilliard City-Southwestern City School District Boundary line to Big Darby Creek; north along Big Darby Creek to a line which represents a westerly extension of a line immediately north of and parallel to Stillwater Drive (in order to include both odd and even addresses on Stillwater Drive and those present addresses on Robinson Court but no land north of them).

(Future Annexed Territory to
be retained by the Hilliard
City School District)

addresses); east along this line which represents a westerly extension of a line immediately north of and parallel to Stillwater Drive and continuing east on the line immediately north of and parallel to Stillwater Drive to the middle of Hubbard Road, south along the middle of Hubbard Road to the middle of Dellinger Road to the point of beginning.

SOUTHWESTERN CITY SCHOOL DISTRICT

(Future Annexed Territory
to be retained by the
Southwestern City School
District)

Beginning at the intersection of the middle of Interstate 270 and the middle of Fisher Road; going east along the middle of Fisher Road to the Columbus City-Southwestern City School District Boundary line; continuing east, south and west along the Columbus City-Southwestern City School District Boundary line to the middle of Sullivant Avenue; continuing west along the middle of Sullivant Avenue and its westerly extension to the middle of Galloway Road; continuing north along the middle of Galloway Road to the middle of West Broad Street; west along the middle of West Broad Street to the middle of Doherty Road; north along the middle of Doherty Road to the middle of the Conrail Railroad; east along the middle of the Conrail Railroad to the middle of Interstate 270; north along the middle of Interstate 270 to the middle of Fisher Road to the point of beginning.

DUBLIN LOCAL SCHOOL DISTRICT

(Future Annexed Territory to
be retained by the Dublin
Local School District)

AREA I

Beginning at the intersection of the middle of Sawmill Road and the middle of Snouffer Road; east along the middle of Snouffer Road to Dublin Local-Worthington City School District Boundary line; south along the Dublin Local-Worthington City School District Boundary line to the middle of Dublin Granville Road; west along the middle of Dublin Granville Road to the middle of Sawmill Road; north along the middle of Sawmill Road to the middle of Snouffer Road to the point of beginning.

AREA II

Beginning at the intersection of the middle of Sawmill Road and the middle of West Case Road; east along the middle of West Case Road to the Dublin Local-Columbus City School District Boundary line; south and west along the Dublin Local-Columbus City School District Boundary line to the Upper Arlington City-Dublin Local School District Boundary line; west along the Upper Arlington City-Dublin Local School District Boundary line to the middle of Sawmill Road; north along the middle of Sawmill Road to the middle of West Case Road to the point of beginning.

PLAIN LOCAL SCHOOL DISTRICT (Future Annexed Territory to be retained by the Plain Local School District)

Beginning at the intersection of the middle of Dublin Granville Road and the middle of Harlem Road; west along the middle of Dublin Granville Road to the Columbus City Municipal-Plain Township Boundary line; north, east and south along the Columbus city Municipal-Plain Township Boundary line to a point where the middle of Morgan Road intersects with the middle of Dublin Granville Road; east along the middle of Dublin Granville Road to a point where the middle of Dublin Granville Road intersects with the New Albany Municipal-Plain Township Boundary line; east, south, west and north along the New Albany Municipal-Plain Township Boundary line to a point where the New Albany Municipal-Plain Township Boundary line intersects with the middle of Dublin Granville Road; west along the middle of Dublin Granville Road to the middle of Harlem Road to the point of beginning.

EXHIBIT B

The following provisions of this Exhibit describe the method by which each "Increase in Assessed Valuation" will be calculated.

Section 1. Definitions. The terms which are defined in the Agreement of which this Exhibit is a part shall have the same meanings in this Exhibit as are ascribed to them in the Agreement, and the following terms are used in this Exhibit with the meanings specified as follows:

a. "Payment Year" means each Fiscal Year during which a payment is due under Section 10 of this Agreement, which is each Fiscal Year beginning with Fiscal Year 1993 (July 1, 1992 through June 30, 1993).

b. "Base Year" means the Tax Year 1986.

c. "Growth Year" means, with respect to each Payment Year, the last Tax Year which ends prior to the beginning of that Payment Year. For example, Tax Year 1991 is the Growth Year for the Payment Year which is Fiscal Year 1993.

d. "Tax Year" means any calendar year for which the Franklin County, Ohio Auditor prepares, or is required to prepare, the tax list and duplicate of real and public utility property and the tax list of general personal property.

Section 2. General Rules.

a. The Increase in Assessed Valuation will be calculated for the School District of each Suburban Board with respect to each Payment Year.

b. In applying the provisions of this Exhibit to calculate the Increase in Assessed Valuation for any School District, the assessed values referred to in this Exhibit are the assessed values of the applicable classes of property which are located within the Annexed Territory in that School District.

c. For all purposes of this Agreement, the assessed values for the Base Year of the various classes of property in the Annexed Territory in each of the School Districts are and shall be as set forth on Exhibit C attached hereto and made a part hereof.

Section 3. Computing Increase in Assessed Valuation. Except as otherwise provided in Section 4 of this Exhibit, the Increase in Assessed Valuation with respect to each Payment Year shall be the sum of the amounts determined in accordance with subsections a, b and c of this Section 3 with respect to that Payment Year.

a. Tangible personal property used in business. Subtract the assessed value of tangible personal property for the Base Year from the assessed value of tangible personal property for the applicable Growth Year as certified to the Ohio Tax Commissioner by the Franklin County, Ohio Auditor on the Abstract of the Duplicate for General Personal Property (DTE Form 16A) on the line labeled "Assessed value of tangible personal property."

b. Public utility personal property. Subtract the assessed value of public utility personal property for the Base Year from the assessed value of public utility personal property for the applicable Growth Year as certified to the Ohio Tax Commissioner by the Franklin County, Ohio Auditor on the Abstract of the Tax Duplicate of Real and Public Utility Property in Franklin County (DTE Form 4259) on the line labeled "Personal property tax value for public utility & railroad."

c. Real property.

1. Combine the total assessed values for the Growth Year of industrial and commercial property, including both land and buildings, as shown on Line 18 of the Abstract of Real Property in Franklin County (DTE Form 93) labeled "TOTAL" as certified to the Ohio Tax Commissioner by the Franklin County, Ohio Auditor for that Growth Year.

2. Subtract the assessed value of real property for the Base Year from the sum obtained in paragraph c1.

3. From the amount obtained in paragraph c2 subtract both of the following:

(A) The sum of all assessed values listed under the classes of "commercial" and "industrial" property, including both land and buildings, as "Reappraisal, update or annual equalization" adjustments on line 12 of the Abstract of Real Property in Franklin County (DTE Form 93) in each Tax Year beginning with Tax Year 1987 and ending with the applicable Growth Year, inclusive.

(B) The sum of all assessed values listed under the classes of "commercial" and "industrial" property, including both land and buildings, as "Annexation" adjustments, on the Abstract of Real Property in Franklin County (DTE Form 93) in each Tax Year, beginning with Tax Year 1987 and ending with the applicable Growth Year, inclusive.

Section 4. Special provisions. The provisions of this Section 4 are intended to anticipate unusual circumstances and provide additional guidance for computing each Increase in Assessed Valuation.

a. Corrected abstracts. If the Franklin County, Ohio Auditor certifies more than one abstract for a taxing district to the Ohio Tax Commissioner in order to correct an error or to reflect a change on the initial abstract caused by litigation, then the latest certification received by the Ohio Tax Commissioner prior to the June 1 immediately preceding the beginning of the applicable Payment Year shall be used for the computations provided for in Section 3 of this Exhibit.

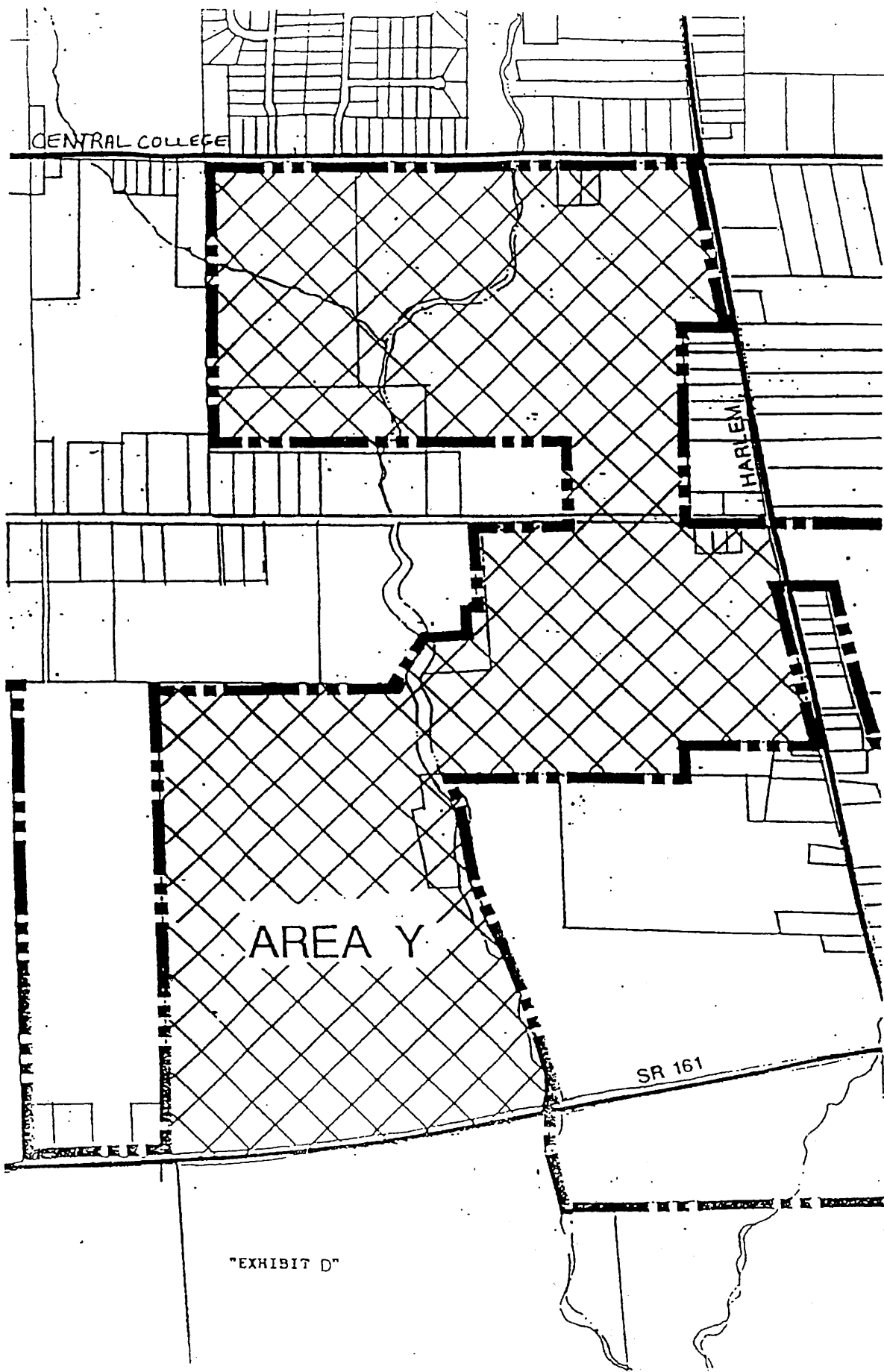
b. Negative values. If any increase in value computed for tangible personal property used in business or public utility personal property is a negative number, it shall be added to the positive increases in value in other categories as a negative number, which, in effect, means that negative growth in one class of personal property can offset growth in the other class of personal property and real property. If any net increase in value computed for real property would, but for this sentence, be a negative number, it shall be treated as zero. If any Increase in Assessed Valuation computed in accordance with this Exhibit would, but for this sentence, be a negative number, it shall be treated as zero.

c. If any forms or officials referred to in this Exhibit shall change, then such references in this Exhibit shall automatically change to the appropriate references to the changed forms or officials which are necessary to carry out the intent of this Exhibit.

EXHIBIT C

School District

	<u>Base Year Assessed Values</u>		
	<u>Tangible Personal Property Used In Business</u>	<u>Public Utility Personal Property</u>	<u>Real Property</u>
Canal Winchester Local	\$ 96,549	\$ 196,910	\$ -0-
Dublin City	\$ 5,480,100	\$ 9,385,570	\$63,609,680
Gahanna-Jefferson City	\$112,368,359	\$ 3,773,810	\$29,102,870
Groveport-Madison Local	\$ 10,107,285	\$ 3,557,450	\$20,390,540
Hamilton Local	\$ 903,155	\$ 350,420	\$ 1,933,870
Hilliard City	\$ 67,095,557	\$ 8,134,330	\$58,927,980
Plain Local	\$ 254,170	\$ 1,205,020	\$ 455,160
Reynoldsburg City	\$ 3,510,324	\$ 2,869,290	\$ 4,625,900
Southwestern City	\$ 43,911,082	\$10,170,970	\$89,345,500
Westerville City	\$ 8,718,592	\$10,965,920	\$44,217,090



CENTRAL COLLEGE

HARLEM

AREA Y

SR 161

"EXHIBIT D"