

BILATERAL AGREEMENT REGARDING THE EXTENDED JOINT AGREEMENT
AMONG AND BETWEEN THE BOARDS OF EDUCATION OF CERTAIN SCHOOL
DISTRICTS OF FRANKLIN COUNTY, OHIO DATED JUNE 29, 1992, AS AMENDED
EFFECTIVE JUNE 15, 2012

This Bilateral Agreement (the "Agreement") Regarding the Extended Joint Agreement Among And Between The Boards Of Education Of Certain School Districts Of Franklin County, Ohio dated June 29, 1992, as subsequently amended by the Amendment To The Win-Win Agreement Effective June 15, 2012, (the "Win-Win Agreement") is made and entered into to be effective as of the ___ day of May, 2016, between the Boards of Education of the Columbus City School District and the Groveport-Madison Local School District; (each, a "Party," and collectively, the "Parties").

WHEREAS, the Parties are, along with certain other Boards of Education of certain school districts in Central Ohio, parties to the Win-Win Agreement and have been since 1986; and

WHEREAS, the Win-Win Agreement governs the mechanics of territory transfers between school districts upon annexation of territory into the City of Columbus; and

WHEREAS, the Win-Win Agreement provides for payments to be made to various Boards of Education under certain circumstances as provided for by Sections 8 and 10 of the Win-Win Agreement;

WHEREAS, Sections 8 and 10 of the Win-Win Agreement, along with Section 3311.06(F) of the Ohio Revised Code, permit the Parties to enter into a bilateral agreement on issues that only affect their school districts; and

WHEREAS, the Parties desire to amend and modify the Win-Win Agreement in certain aspects that pertain solely to the operation of the Win-Win Agreement as between the Parties and do not affect any of the other Boards of Education that are parties to the Win-Win Agreement.

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

Section 1. Purpose. The purpose of this Amendment is to provide (a) a more equitable payment computation in Sections 8 and 10 of the Win-Win Agreement with respect to Groveport-Madison Local School District, and (b) to permit the designation of a protected territory within the Groveport-Madison Local School District.

Section 2. Amendment to Section 8 and 10 Payment Computations. The Parties agree that the amount to be paid by the Columbus City School District [also referred to herein as "CCSD"] to the Groveport-Madison Local School District [also referred to herein as "GMSD"] under Section 8 of the Win-Win Agreement and the amount to be paid to the Columbus City School District by the Groveport-Madison Local School District under Section 10 of the Win-Win Agreement shall be computed as follows:

- a. The payment under each of Section 8 and Section 10 shall be computed as currently provided for by those Sections of the Win-Win Agreement;
- b. The amount due from Columbus City School District to Groveport-Madison Local School District under Section 8 shall be subtracted from the amount due from Groveport-Madison Local School District to Columbus City School District under Section 10; and
- c. Sixty percent (60%) of the net amount due to Columbus City School District as computed in Section 2.b above shall be payable by Groveport-Madison Local School District to Columbus City School District.
- d. The current payment due for Payment Year 2016 from GMSD to CCSD, calculated using the above formula, will be paid on or before July 1, 2016.

Section 3. Blacklick Estates As Protected Territory. The Board of Groveport-Madison Local School District has represented that the area known generally as Blacklick Estates in Madison Township (as more particularly described in Exhibit A8 hereto), which is currently part of the Groveport-Madison Local School District, was originally intended to be protected from the territory transfer provisions of Section 8 of the Win-Win Agreement. The Board of the Columbus City School District, in reliance upon such representation, agrees that, in the event that all or part of the Blacklick Estates area is annexed into the City of Columbus, thereby becoming "Future Annexed Territory" under the Win-Win Agreement, that area shall remain within the Groveport-Madison Local School District and shall not be transferred into the Columbus City School District.

Section 4. Miscellaneous.

- a. This Agreement is intended to and shall affect only the CCSD and the GMSD. Nothing in this Amendment is intended to or shall be construed as affecting any other school district which is a party to the Win-Win Agreement.
- b. The following terms used herein shall have the meaning as defined in the Win-Win Agreement: Future Annexed Territory; and Annexed Territory.
- c. Except as expressly provided for herein, the Win-Win Agreement remains in full force and effect as between the Parties.
- d. This Agreement may only be amended by a writing executed by each Party.
- e. This Agreement, together with the Win-Win Agreement, represents the complete understanding and agreement of the parties hereto with respect to the subject matter hereof.
- f. This Agreement may be executed in counterparts by the Parties, with each such counterpart to constitute an original of the entire Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Columbus City School District Board of Education and the Groveport Madison Local School District Board of Education have, by Resolution and through their respective representatives, authorized and directed the execution of this Agreement.

COLUMBUS CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By _____
President

By _____
Treasurer

By _____
Superintendent

GROVEPORT MADISON LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

By _____
President

By _____
Treasurer

By _____
Superintendent

Exhibit A8

(Future Annexed Territory to be retained by the Groveport-Madison Local School District)

The territory generally known as Blacklick Estates in Madison Township in Franklin County, Ohio, and more specifically described as follows:

Territory currently in the GMSD and in an unincorporated area which is bounded as follows:

- North of Route 33, Columbus Lancaster Road, east of Hamilton Road, west of the Blacklick Greenway, and further bounded on the west, north and east by the current City of Columbus boundary; and
- North of Route 33, Columbus-Lancaster Road, and west of Hamilton Road, and bounded by Daglow Road and/or Grove Path on the West, Gerling Blvd on the north, Hott Road on the South, and Hamilton Road on the East.

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