7/1/2026

Mr. Ken Swink
Southwestern Ohio EPC
303 Corporate Center Dr, Suite 208
Vandalia, OH 45377

Dear Mr. Swink,

The Reynoldsburg City School District would like to request membership into the Southwestern Ohio Educational Purchasing Council. We look forward to using your Liability, Fleet & Property Insurance Program and having member access to other EPC programs if they are of value to our District.

We look forward to working with you.

Sincerely,

Tim Wagner
Business Manager

Signature

LIABILITY, FLEET AND PROPERTY PROGRAM BY-LAWS

Whereas, Southwestern Ohio Educational Purchasing Council ("EPC") is a Regional Council of Governments formed under Chapter 167 of the Ohio Revised Code and,

Whereas the constitution of the EPC authorizes to "undertake such other functions and duties as may be permitted under Ohio Revised Code Sec. 167.03(c) and,

Whereas Chapter 2744 of the Ohio Revised Code permits political subdivisions to join together to purchase insurance and establish and operate self-insurance programs; and,

Whereas participating political subdivision members of the EPC desire to join together to purchase insurance to cover Property, casualty, and liability risk, and to operate a self-insurance program;

Now therefore, it is mutually agreed as follows:

ARTICLE I

Purpose of the Liability, Fleet and Property Program of the EPC

1.1 The purpose of the Liability, Fleet & Property Program of the EPC ("Program") is to jointly provide or obtain casualty, property, employer liability, general liability, risk management, professional liability, group coverage and other protections for participating political subdivision members ("Districts") pursuant to this Agreement. The Program shall administer, investigate, adjust and process casualty, liability and other claims against the Districts but shall not itself offer, provide or guarantee coverage. Nothing herein, shall constitute, nor shall participation in this Program, constitute the business of insurance nor a waiver of immunities or defenses. The Program shall also carry out such claim, accident or premium reduction and educational programs as may be authorized by its Executive Committee.

1.2 The creation of an Account pursuant to this Agreement is not intended to constitute the transaction of an insurance business within the State of Ohio. The intent is to establish similar or uniform insurance and/or self-insurance coverage and to achieve reduced costs of administration by providing similar services to all of the Districts.

ARTICLE II

Definitions

In addition to the terms defined elsewhere in this Agreement, each of the following terms shall have the meaning set forth below:

2.1 ADMINISTRATOR - the individual or entity selected by the Executive Committee to administer the day-to-day business affairs of the Program and to carry out the obligations imposed by or as directed by the Executive Committee.

2.2 ACCOUNT - a fund of money established by and for the Districts and held and invested by the EPC Fiscal Officer for the benefit of the Districts and the Program consistent with Ohio law and other applicable law. Payment shall be made from this fund for premiums, claims, judgments, settlements, and the necessary expenses of the Program to carry out its business and provide coverage and/or programs as approved by the Executive Committee.

2.3 ANNUAL PAYMENT- the amount of money determined to be due annually from each District to fund the Account. Payment is to be made as determined by the Executive Committee.

2.4 COVERAGE - the provisions, insurance protections and programs consistent with this Agreement and approved by the Executive Committee, including those which may be selected by each District annually. A District may from time to time on an annual basis, adopt, cancel, or change one or more coverages with the approval of the Executive Committee.

2.5 EFFECTIVE DATE- July I, 2003

2.6 FISCAL YEAR- the twelve-month period commencing on July I to the next June 30, 2.7 The Executive Committee of the Program shall consist of a minimum of seven (7) and not more than nine (9) representatives, selected by a vote of the membership annually as representatives' terms of offices on the Executive Committee expires, to act collectively on behalf of the Program to carry out the purposes of the Program. Voting EPC members and elected Executive Committee members must be from Districts participating in the Program. The EPC Director shall be a permanent member of the Executive Committee.

2.7.1 The term of office for all Executive Committee members shall be three (3) years. There shall be no limit to the number of consecutive terms that an Executive Committee member may serve on the Executive Committee. All terms commence on July 1 of the fiscal year.

The Executive Committee members shall serve staggered terms as determined by the Executive Committee. at the first Executive Committee meeting of the new fiscal year.

2.7 TREASURER-The Fiscal Officer of the EPC.

ARTICLE III

Account

3.1 Administration

The cost of administering the Program shall be borne by each District in direct proportion to the insurance costs for coverages administered by the Program for that District or on such other reasonable basis as may be determined appropriate by the Executive Committee and consistent with this Agreement. Whenever payments to the Account for administrative expenses shall be based upon an estimate, each District making such payments shall promptly receive a refund or pay a deficiency when actual figures become available. It is contemplated that the Account will contain a sufficient amount at all times to pay the administrative expenses of the Program. The Account shall be under the authority of the Treasurer.

3.2 Investment Policy

The Treasurer shall be cognizant of the purposes of the Program and shall act with the care, skill, prudence and diligence of a prudent person acting in a similar capacity with similar aims. Investments selected by the Treasurer shall be limited to those permitted under Chapter 135 of the Ohio Revised Code for the public monies of school districts.

3.3 Expense

Payments into the Account will be developed and administered in the following manner:

(a) At least 60 days prior to the start of each Fiscal Year, the Administrator or designated agent of the Program will determine the amount of total payments from all of the Districts necessary to fund anticipated costs of the Program. Information will be utilized as may be reasonably needed and customarily used in the insurance industry for the purpose of evaluating the liability and Joss protections.

(b) The Administrator shall recommend and the Executive Committee shall determine how this total amount of anticipated expense should be allocated among the Districts.

(c) The Account will be administered during the Fiscal Year as a single fund without regard to the level of expense for a particular District.

(d) If expenses in excess of the predetermined costs will create a debit balance in the Account, this will be taken into consideration in the determination of a District's annual payments for the next year, with short term deficits being made up over a period of years or by agreed assessment as determined by the Executive Committee.

(h). Criminal acts alleged against any elected, appointed or employed person in a District.

(i) Claims arising out of labor, employee benefits or other employment matter other than worker's compensation as may be specifically included and professional conduct only to the limited extent as may from time to time be included in the protections set forth in the Coverages.

(j) Other limitations and/or restrictions as may be determined by the Executive Committee.

4.1 A District may annually determine to change its Plan or the scope of its Coverages or adopt new or additional Coverages, but such change or new or additional Coverages shall not be binding on the Program unless and until such change or new or additional Plan is consented to by the Executive Committee. The Administrator shall be notified of any such change or new or additional Coverages at least thirty days prior to its effective date.

4.2 Mandatory Coverage – Every Member District must participate in the Program's Property/Casualty insurance coverage and such other Mandatory Coverages as the Executive Committee may require for all Member Districts. No Member District may participate only in an Optional Coverage.

4.3 Optional Coverage – On an annual basis, and subject to other limitations in this Agreement, any Member District participating in the Program may adopt one or more of the Optional Coverages provided by the Program.

4.4 Conditions Upon Optional Coverage Participation.- If a Member District decides to participate in an Optional Coverage offered by the Program, the Member District must notify the Administrator in writing of any such addition in Optional Coverages not less than sixty (60) days prior to the last day of each Fiscal Year. No Member District may request or participate in any Optional Coverage program unless the Member District first participates in the Property/Casualty coverage and any other Mandatory Coverage, and unless the Executive Committee approves the Member District's addition of the Optional Coverage.

ARTICLE V

Purchase of Insurance

5.0 The Committee will purchase insurance or reinsurance from companies rated A- or higher by AM Best and licensed and approved by the Ohio Department of Insurance to conduct insurance business in Ohio in amounts required to meet the obligation and purpose of the Program as established by this Agreement or as approved by the Executive Committee.

5.1 Membership in the Program shall not preclude any District from purchasing any insurance coverage in addition to that provided by the Program.

ARTICLE VI

Matters Requiring Approval of Committee

6.0 The following shall require a majority approval of the Executive Committee:

(a) Amendments to this Agreement;

(b) The annual budget of the Program and any supplements or amendments thereto;

(c) The Insurance coverage for the Program;

(d) The replacement of any Executive Committee member before the expiration of his/her term.

(e) Other matters requiring vote of the Executive Committee as set forth in this Agreement.

ARTICLE VII

Obligations of Districts

3.4 Supplementary Payments

If, during any Fiscal Year, the funds on hand in the Account are not sufficient to pay expenses of administration, the Executive Committee shall require supplementary payment from all Districts. Such payment shall be made in the same proportion as prior payment during that year to the Program and shall be due from each District upon receipt of notification of the amount by the Administrator as approved by the Executive Committee. The Program reserves the right to charge interest and/or late fees on unpaid contributions or supplementary payments for a member District, at an interest rate of 3.0% compounded annually.

3.5 Establishment of Fiscal Year Loss Funds – The Program shall establish a Loss Fund for each Fiscal Year to pay ~~loss~~ claims that arise in that Fiscal Year. The size of each Loss Fund shall be as recommended by the Administrator, an actuary or an insurer and may be adjusted by the Executive Committee at such times as is deemed appropriate to protect the best interest of the Program.

3.6 Close-Out of Loss Funds– The Program shall track each Loss Fund until such time as claims arising in that Fiscal Year are barred by an applicable statute of limitations or statute of repose, have been settled, or otherwise resolved, or the Executive Committee determines that no further claim is likely to be brought, at which point the Executive Committee, may close out the Loss Fund for that Fiscal Year.

3.7 Return of Equity to Member Districts – The Program may, at the discretion of the Executive Committee, authorize a return of equity to those Member Districts that are still participating in the Program. Member Districts that have withdrawn or have been expelled from the Program prior to the close-out of any Loss Fund or the declared return of equity shall have no right to a return of any equity from that Loss Fund.

If, during any Fiscal Year, the funds on hand in the Account are not sufficient to pay expenses of administration, the Executive Committee shall require supplementary payment from all Districts. Such payment shall be made in the same proportion as prior payment during that year to the Program and shall be due from each District upon receipt of notification of the amount by the Administrator as approved by the Executive Committee.

ARTICLE IV

Plan of Coverages

4.0 It is the intent of the Program to provide Loss protection subject to any aggregate, excess or other coverages as set forth in Exhibit A. Such protection, subject to all insurance policies which may be obtained, shall not provide self-insurance or other protection for:

(a) Acts committed by a District or any of its employees, agents, representatives, volunteers, or personnel outside the scope of their duties, responsibilities, assigned tasks, and/or authority

(b) Liability arising from deliberately intentional conduct.

(c) Punitive damages exemplary damages, multiple damages, and/or any associated claims for the recovery of attorney's fees.

(d) Actions against any member District seeking solely injunctive relief, declaratory relief, or administrative review.

(e) Award of attorneys' fees to opposing counsel.

(f) Lawsuit or claims arising solely as a result of the taxing authority of the member Districts.

(g) Actions based solely on a breach of contract between a District and third-parties, except personal injury or other loss which would otherwise be covered under an insurance coverage.

7.0 The obligations of each participating District shall be as follows:

(a) To pay promptly all payments to the Program for the Account at such times and in such amounts as are established within the scope of this Agreement. Renewal invoice to be dated July 1 with due date for payment of premium on or before July 15. The Executive Committee may assess a late payment penalty.

(b) To cooperate fully with the Administrator, any insurance consultant-claims administrator, the attorneys selected by or engaged by the Executive Committee, auditors and any agent, employee, officer or independent contractor of the Program in any matter relating to the purpose and powers of the Program;

(c) To act promptly on all matters requiring approval by the Districts and to not withhold such approval unreasonably or arbitrarily.

(d) Districts must notify the claims administrator of a claim in a timely manner, which shall typically be defined as the same day the claim occurs or the next business day.

7.1 Districts who are not participating but wish to join the Program shall complete an application form as requested by the Administrator and submit it to the Administrator in the time frame requested.

7.2 Mandatory Three-Year Participation In the Program – Upon admission, a new Member

District shall be required to maintain Mandatory Coverage in the Program for a minimum period of three (3) consecutive years, unless the Program is terminated prior to the expiration of such period, or unless the Executive Committee waives this requirement for good cause shown. Any Member District that joins the Program after July 1, but before January 1 of the Fiscal Year, shall be allowed to apply that time in the Program toward the first year of their three (3) year initial commitment. Any Member District that joins the Cooperative between January 2 and June 30 of the Fiscal Year may not apply that time in the Program to the first year of the three (3) year initial commitment. This commitment is required regardless of the term of any coverage plan provided through the Program.

ARTICLE VIII

Liability of Committee Members

8.0 The members of the Executive Committee shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. They shall not be liable for any mistake or judgment or other action made, taken or omitted by them in good faith; nor for any action made, taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Program funds, or failure to invest. They shall not be personally liable for any action taken or omitted in the good faith performance of their duties or activities on behalf of the Program. Nor shall they be required to give a bond or other security to guarantee the faithful performance of their duties hereunder except as required by this Agreement or by law. The Account shall be used to defend and hold harmless any member of the Executive Committee for actions taken by the Executive Committee or performed by them acting within the scope of their authority. The Program may purchase insurance providing similar coverage for Executive Committee members.

ARTICLE IX

Contractual Obligation

excluding any withdrawing District representative, agree to a shorter period of time within which said District's withdrawal may become effective if the Executive Committee finds that such earlier date will not be detrimental to the Program. Failure to give proper notice of withdrawal from the Program shall result in the District being responsible for being assessed the Programs EPC administration fee, broker administration fee, TPA fee and Loss Fund Contribution.

11.3 Withdrawing from Mandatory Coverage shall constitute withdrawal from the Program. Withdrawing from an Optional Coverage does not mean withdrawal from any other coverage or from the Program itself, but the same process applies to withdrawal from any coverage. Subject to the limitations of Paragraphs 11.1 & 11.2, a Member District may withdraw from Mandatory Coverage/the Program or from any Optional Coverage only upon the following terms:

(a) The Member District must provide written notice of the Member District's decision to withdraw ("Notice of Withdrawal") to the Administrator.

(b) The Notice of Withdrawal must be delivered to the Administrator not less than one hundred eighty (180) days prior to the last day of the then current Fiscal Year, or else the Notice of Withdrawal shall have no effect.

(c) The Member District must have participated in the coverages from which it is withdrawing for the minimum period required by the provisions in this Agreement;

(d) The Notice of Withdrawal must be accepted by the Executive Committee. If a member District withdraws from Mandatory Coverage/the Program itself and later wishes to re-join the Program, it must re-apply to the Program as a new member, subject to a provision of this Agreement. If a

Member District withdraws from an Optional Coverage and later wishes to re-join that Optional Coverage, it must re-apply for that coverage.

11.4 Subject to the limitations set forth in section 11.1, a Member District shall have no right to withdraw from the Program for a period of thirty-six (36) consecutive months following admission to the Program. Nothing in this Paragraph shall be construed to limit the power of the Program, under Article X, to expel a Member District that has not yet participated for three years.

11.5 Withdrawal from a coverage shall be effective as of the first day of the next Fiscal Year following submission and acceptance of a Member District's Notice of Withdrawal, and no withdrawal shall be effective prior to June 30 of any Fiscal Year regardless of the date that the Member District joined the Program, except that the Executive Committee, excluding the vote of any Executive Committee Member from the withdrawing Member District, may shorten the period of time in which the withdrawal shall become effective, if earlier withdrawal will not be detrimental to the Program at the discretion of the Executive Committee.

11.6 As of the effective date of withdrawal from the Program, the rights and duties of the Program toward a withdrawing Member District and of the withdrawing Member District toward the Program shall be the same as those with respect to a Member District that has been expelled from the Program, pursuant to Article X.

11.7 A Member District's Notice of Withdrawal, once submitted and accepted in accordance with the provision of the Agreement, may not then be revoked, unless each of the following occurs:

(a) The Member District must submit to the Administrator a request, in writing, to revoke its Notice of Withdrawal;

(b) The Member District's request must be submitted prior to February 1 of the Fiscal Year identified by the Notice of Withdrawal as the Member District's last year of participation in the coverage from which it is withdrawing; and,

(c) The Executive Committee must approve the Member District's request in writing.

The Executive Committee may consider any Member District's request to revoke its Notice

9.0 The obligations and responsibilities of the Districts set forth in this Agreement including the obligation to take no action inconsistent with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of each District. This Agreement may be enforced in law or equity either by the Program itself or by any District. The consideration for the duties imposed upon the Districts by this Agreement is based upon the mutual promises and agreements of the Districts set forth herein and the advantages gained by the Districts through reduced administrative costs for the procurement of casualty, property, employer liability, general liability, risk management, professional liability and other protections for the Districts.

9.1 Except to the extent of the financial contributions to the Program which each District has agreed to make, no District agrees by this Agreement to be responsible for any claims of any kind against any other District. The Districts intend in the creation of the Program to establish an organization for joint administration of casualty, liability and employee claims protection within the scope set forth in this Agreement only and do not intend to create between the Districts any relationship of partnership, surety, indemnification or liability for the debts of or claims against **one** another.

ARTICLEX

Expulsion of a District

10.1 By a vote of two-thirds (2/3rds) of the Executive Committee, (except a Representative from District whose expulsion is being voted upon is not entitled to participate in the vote), the Executive Committee may, at its discretion, expel any District from the Program for any reason or for no reason, including, but not limited to, for failure to make payments and/or supplemental payments within sixty (60) days of when payment is due to the Program. The Executive Committee will determine the effective date of expulsion and the Administrator will notify the expelled District of that date.

10.2 The Executive Committee or the Administrator will provide written notice to any District that has failed to timely submit a payment due to the Program. The Executive Committee or Administrator will also provide written notice to any District whose expulsion is to be considered and voted upon by the Executive Committee. The District shall be advised of the date, time and location of the Executive Committee meeting, and a District representative shall have a reasonable opportunity to communicate to the Executive Committee reasons why the District should not be expelled from the Program.

10.3 Following expulsion, the former member District shall continue to be fully liable for any payment due to the Account and any other unfulfilled obligation as if it was still a member of the Program.

10.4 The Program shall have no obligation with respect to claims incurred by or against an expelled District after the effective date of such expulsion.

10.5 The obligation of the Program to administer claims incurred under the Coverage of an expelled District prior to the effective date of expulsion shall continue for such claims as may have been or may be validly filed.

10.6 Expelled districts will have no claims on the funds of the Program unless and to the extent that this Agreement expressly states otherwise.

ARTICLE XI

Withdrawal from the Program

11.1 A District joining the Program shall not have the right to withdraw from the Program during the first thirty-six (36) months after joining, unless the Executive Committee authorizes withdrawal for good cause shown.

11.2 A District may withdraw only upon written notice to the Administrator of its intent to withdraw given not less than six (6) months prior to the end of the then current Fiscal Year. The rights and duties of the Executive Committee with respect to a withdrawing District and the rights and duties of a withdrawing District to the Program shall be the same as those with respect to an expelled District. Notwithstanding the provisions of this Article XI, the Executive Committee may by a majority vote, submitted on or after February 1 of the Fiscal Year identified in the Notice of Withdrawal as the Member District's last year of participation in the coverage program from which it is withdrawing. If a Member District's request is submitted on or after this deadline or is otherwise rejected by the Executive Committee, the Notice of Withdrawal shall not be revoked, and the Member District cannot avoid withdrawing from the coverage that it has specified in its Notice of Withdrawal. If a member district elects to secure a quotation after February 1 of the Fiscal Year, it must reapply and comply with articles 7.1 & 7.2 of this Agreement.

ARTICLE XII

Termination of the Program

12.0 The Program shall terminate upon the occurrence of any following events:

(a) A final determination by a Court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Program is invalid or contrary to law;

(b) The number of Districts is not sufficient to support an insurance loss fund at the self-insured retention level established for the Program in the amount as recommended by the Administrator and approved by the Executive Committee.

12.1 Upon termination of the Program, the rights and duties of the Program to each District and the rights and duties of each District to the Program shall be the same as those with respect to an expelled District. Any funds remaining in the Program become the property of the EPC General Fund.

ARTICLE XIII

Miscellaneous

13.0 Notice.

given when deposited in a United States Post Office and sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

a) If to the Program, addressed to:

EPC Director

303 Corporate Center Dr

Suite 208

Vandalia OH 45377

b) Give to the District, addressed to:

The Representative for the District at the address provided to the Cooperative by the District or to the principal office of the District's administration/superintendent

13.1 Section Headings,

The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

13.2 Applicable Law

This Agreement shall be enforceable by or against a District or the EPC solely in the courts in Ohio having proper jurisdiction and venue of the parties. This Agreement shall be construed solely under the applicable law of the State of Ohio.

13.3 Validity and Savings Clause.

In the event any provision of this Agreement shall be declared by a final judgment of a court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any District,

the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

13.4 Counterparts.

counterparts which taken together shall constitute a single instrument.

13.5 This Agreement shall be binding on each of the Districts and any successor District Thereof and approved by each district representative.

IN WITNESS WHEREOF, the Executive Board of the EPC and the Executive Committee of the Program have caused this Agreement to be executed by their fully authorized officers/representatives on a signature page attached hereto.

Reynoldsburg City Schools
Print Name of Member

Tim Wagner - Executive Dir of Business & Ops
Print Name of Superintendent, Treasurer or Business Manager

Signature

Ken S. Swink
Print Name of Executive Director, SWOHEPC

Signature

ATTEST:

This ________ day of __________________, 20____.

Revised By-Laws June 1st, 2024