

## PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the Schools of Ohio Risk Sharing Authority ("SORSA"), an Ohio corporation not for profit, and Mud-Ohio ESC (the "District"), a school district as defined in Title 33 of the Ohio Revised Code of the State of Ohio or a data acquisition site organized pursuant to Chapter 167 of the Ohio Revised Code, effective as of the first day of July 1, 2023 but actually executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Execution Date").

### I. RECITALS

- a. The purposes of SORSA are to provide a joint self-insurance pool and to assist members, including the District, to prevent and reduce losses and injuries to property and persons, which might result in claims being made against members of SORSA, including the District, or their employees or officers.
- b. The District wishes to avail itself of the advantages offered by SORSA to its members. Therefore, it is the intent of the District to join with other school districts or data acquisition sites as members of SORSA, which will administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with SORSA's Articles of Incorporation, Code of Regulations, policies and procedures and coverage documents, any member of SORSA against stated liability or loss, to the limits as outlined in the coverage documents. It is also the intent of the District, as a member of SORSA, to have SORSA provide continuing stability and availability of needed coverages at reasonable costs.
- c. This Agreement is made pursuant to the authority granted pursuant to Sections 3313.201, 2744.08, 2744.081, and 3955.05 of the Ohio Revised Code.

### II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering SORSA's program.

"Anniversary Date" shall mean the 1st day of July of each year.

"Deductible" shall mean that portion of each loss to be paid directly by the District, or paid by SORSA and reimbursed by the District.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by SORSA to provide all or part of the coverages shown on Exhibit A hereto.

“Insurance Costs” shall mean the District’s share, as established from time to time by SORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

“Loss Fund” shall mean the fund established by SORSA to provide for the payment of the losses in excess of the Deductible.

“Loss Fund Contribution” shall mean the District’s share, as established from time to time by SORSA, of the costs of funding a loss fund which is a component of the joint self-insurance pool.

“Termination Date” shall mean June 30, 2024.

### III. THE DISTRICT’S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the District agrees to become a member of SORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The District further agrees:

- a. To pay promptly all annual and supplementary contributions or other contributions to SORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Directors of SORSA (the “Board”). Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency of the bank which invests a majority of the SORSA funds. Payment will be considered delinquent 30 days following the due date.
- b. To designate a voting representative and alternate in accordance with SORSA’s Code of Regulations.
- c. To allow SORSA and its agents, officers and employees reasonable access to all facilities of the District and all District records, including but not limited to financial records, as required for the administration of SORSA.
- d. To allow attorneys designated by SORSA to represent the District in the investigation, settlement and litigation of any claim made against the member within the scope of loss protection furnished by SORSA.
- e. To cooperate fully with SORSA’s attorneys, claims adjustors and any other agent, employee or officer of SORSA in activities relating to the purposes and powers of SORSA.
- f. To follow the loss reduction and prevention procedures established by SORSA.

- g. To report to SORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in SORSA being required to consider a claim against the District, its agents, officers or employees or for casualty losses to District property within the scope of coverages undertaken by SORSA.
- h. To report to SORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.
- i. To provide SORSA annually, or more frequently if requested, with information necessary to establish program costs.
- j. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

#### IV. SORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the District's withdrawal or expulsion, SORSA agrees to accept the District as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

SORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To carry out such other activities as are necessarily implied or required to carry out SORSA's purposes or the specific powers enumerated herein.

## V. PROGRAM DESCRIPTION

- a. Coverages.
  - (i) The District agrees to accept all lines of coverage provided by SORSA as shown on Exhibit A.
  - (ii) Once a line of coverage is provided to the District by SORSA, the line of coverage must continue to be provided for by SORSA until the Termination Date.
- b. Structure of Program. For the term of this Agreement, SORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:
  - (i) Loss Fund
  - (ii) Excess Insurance

The amounts necessary to fund the Loss Fund will be established annually by the Board, with the advice of its insurance and actuarial advisors. The Board intends to purchase insurance policies to provide Excess Insurance.
- c. Modification of Program. Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the members.

## VI. DISTRICT'S CONTRIBUTIONS

The District's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Loss Fund Contribution;
- c. its annual Insurance Costs; and
- d. its annual Administration Costs.

The District understands that the cost components set forth in items a. through d., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a form of self insurance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The District further understands that its share of the cost has been computed by SORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the District's share shall not be computed or applied in a discriminatory manner.

## VII. TERM OF AGREEMENT: WITHDRAWAL BY DISTRICT

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of July, 2023 and shall terminate as of the Termination Date.

During the term of this Agreement, there is no right to withdraw by either party during the term of the Agreement. Except as provided in Article VIII, this Agreement is not cancelable by either party during the term of the Agreement.

Upon the final dissolution of SORSA, any funds which remain, unencumbered, after all claims and all other SORSA obligations have been paid shall be distributed only to the districts which are members of SORSA immediately prior to its dissolution. If the District is a member of SORSA immediately prior to its dissolution, the District's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the District pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all districts which are members of SORSA immediately prior to its dissolution, times the amount of remaining funds.

## VIII. EXPULSION

- a. By a two-thirds (2/3) vote of the Board, the District may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then current Ohio statutes or regulations:
  - (i) Failure to undertake or continue loss reduction and prevention procedures adopted by SORSA.
  - (ii) Failure to allow SORSA reasonable access to all facilities and records of the District necessary for proper administration of SORSA.
  - (iii) Failure to fully cooperate with SORSA's attorneys, claims adjusters or other agent, employee or officer of SORSA.
  - (iv) Failure to carry out any obligation of the District which impairs the ability of SORSA to carry out its purpose or powers.
  - (v) Any other reason permitted by Ohio statute or regulation.
- b. Anything in this Article VIII to the contrary notwithstanding, the District may be expelled without a vote of the Board if it fails to make any payment to SORSA when due.
- c. The District may not be expelled except after notice from SORSA of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The District may request a hearing before the Board before any final decision, which shall be held within fifteen (15) days after the

expiration of the time to cure has passed. A representative of SORSA shall present the case for expulsion to the Board. The District affected may present its case. A decision by the Board to expel the District after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the District shall be liable for any unpaid contributions, including Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future.

#### IX. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are school districts within the State of Ohio, as that term is defined in Title 33 of the Ohio Revised Code. It is the intent of the District that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the District or its employees by any law.

#### X. MISCELLANEOUS

- a. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the District: Mid-Ohio ESC  
890 W 4th St Mansfield, Ohio 44906

If to SORSA:  
Schools of Ohio Risk Sharing Authority, Inc.  
Attn: Executive Director  
555 Metro Place North, Suite 645  
Dublin, Ohio 43017

- b. Electronic Transmission: SORSA agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured means including e-mail, facsimile transmission or other similar electronic methods of communication ("Electronic Means"), provided, however, that the instructions or directions shall be sent by an authorized officer of the District. If the District elects to give SORSA instructions by Electronic Means and SORSA in its discretion elects to act upon such instructions, SORSA's understanding of such instructions shall be deemed controlling. SORSA shall not be liable for any losses, costs or expenses arising directly or indirectly from SORSA's reliance upon and compliance with such instructions. The District agrees to assume all risks arising out of the use of such Electronic Means to submit instructions and directions to SORSA, including without limitation the risk of SORSA acting on authorized instructions



The District and SORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

- b. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the District and SORSA.
- c. Severability. In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.
- d. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the District and SORSA have executed this Agreement as of the date first above written.

**SCHOOLS OF OHIO RISK  
SHARING AUTHORITY, INC.**



\_\_\_\_\_  
Thomas D. Strup, Executive Director



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**SCHOOL DISTRICT, OHIO**



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Authorized School District Representative

## Summary of Coverages

PROPERTY AND INLAND MARINE

GENERAL LIABILITY

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

SCHOOL OFFICIALS ERRORS AND OMISSIONS LIABILITY

CRIME AND EMPLOYEE DISHONESTY

COMPREHENSIVE BOILER AND MACHINERY AND EQUIPMENT BREAKDOWN

SCHOOL SECURITY RISK INSURANCE

CYBER LIABILITY

Note: Please refer to policy on file for specific limits, terms, conditions, and exclusions.