

SQUIRE DRAFT ~~11/17~~12/09/2022

**COOPERATIVE AGREEMENT**

**FOR**

**COMMUNITY LEARNING CENTERS**

**between the**

**CITY OF GREEN, OHIO**

**and the**

**BOARD OF EDUCATION OF**

**GREEN LOCAL SCHOOL DISTRICT**

**Dated: \_\_\_\_\_, 2023**

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**COOPERATIVE AGREEMENT  
FOR  
COMMUNITY LEARNING CENTERS**

This Cooperative Agreement for Community Learning Centers (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2023, by and between the BOARD OF EDUCATION (the “Board of Education”) OF GREEN LOCAL SCHOOL DISTRICT, OHIO (the “District”), a school district duly organized and validly existing under the laws of the State of Ohio, and the CITY OF GREEN, OHIO (the “City”), a municipal corporation duly organized and validly existing under its Charter and the laws of the State of Ohio, pursuant to a resolution adopted by the Board of Education on \_\_\_\_\_, 2023, and an ordinance passed by the City Council on \_\_\_\_\_, 2023.

**RECITALS**

A. At an election held on May 3, 2022, on the question of issuing bonds of the District in the aggregate principal amount of \$67,845,000 for the purpose of constructing, adding to, renovating, remodeling, furnishing, equipping and otherwise improving school district buildings and facilities and clearing, improving and equipping their sites and of levying taxes outside the ten-mill limitation to pay the debt charges on those bonds and any anticipatory securities, the requisite majority of those voting on the question voted in favor of it.

B. On November 9, 2022, pursuant to that voter approval, the District issued its \$67,845,000 School Improvement Bonds, Series 2022 (the “Bonds”).

C. The Board of Education is participating in the School Building Assistance Expedited Local Partnership Program (“ELPP”), pursuant to which it has and will apply local resources to achieve separate and distinct parts of an overall master plan of District facility needs prepared in conjunction with the Ohio Facilities Construction Commission (the “Commission”).

D. The Board of Education has previously entered into an agreement (the “Original ELPP Project Agreement”) with the Commission, and in 2022 entered into an Expedited Local Partnership Program Second Amended and Restated Project Agreement (the “Second Amendment”, and together with the Original ELPP Project Agreement as previously amended, the “ELPP Project Agreement”) with the Commission.

E. The Second Amendment contemplates construction of a new District Elementary School to house grades 2 through 5; construction of a new District Middle School to house grades 6 through 8; and allowance to abate and demolish Greenwood Early Learning Center, Green Intermediate School and Green Middle School (collectively, the “OFCC Project”).

F. The costs of the OFCC Project, together with other facilities improvements to be undertaken by the District (collectively, the “Project”), are to be funded from (i) proceeds of the Bonds, (ii) proceeds of the District’s \$37,850,000 Certificates of Participation, Series 2022, issued on November 9, 2022 (the “COPs”), and (iii) City Funds, as defined and described below; subject to later reimbursement to the District by the Commission of a portion of the costs of the OFCC Project upon the meeting of certain conditions (“ELPP Credit”).

G. A portion of the Project includes construction of a new District Middle School (“GMS”) to house grades 6 through 8, including a gymnasium (the “GMS Gym”).

H. It is proposed that a community courts facility (“Community Courts Facility”) be constructed and incorporated into GMS, in addition to the GMS Gym, providing additional recreational opportunities to City residents and freeing up District Bond and COPs proceeds to pay costs of additional classroom facilities not included in the OFCC Project.

I. As described in this Agreement, the City will provide to the District all or a portion of the necessary funds (“City Funds”) to pay the costs of constructing the GMS Gym and Community Courts Facility- from proceeds of the issuance of securities (“City Securities”) or other funds legally available to the City. Using the City Funds, the School District will be responsible for the design and construction of the GMS Gym and Community Courts Facility, and thereafter this Agreement will govern the rights and responsibilities of the parties as to the operation, maintenance and use of the GMS Gym and Community Courts Facility.

J. In accordance with Section 755.16 of the Revised Code, the GMS Gym and the Community Courts Facility will be used for governmental, civic or educational operations or recreational activities or for such other purposes as permitted by law, and as such are “community centers” under Section 755.16 (“Community Learning Centers”).

K. The Board of Education and the City recognize that the Community Learning Centers are needed for governmental, civic, educational and recreational purposes of the Green community and that the sharing of the proposed Community Learning Centers will contribute

substantially to fulfilling those needs and the purposes and functions contemplated by Section 755.16 of the Revised Code.

L. The Board of Education and the City have determined that it is necessary and appropriate to coordinate their efforts and to cooperate in the construction, financing, operation, maintenance and use of the Community Learning Centers in order to achieve cost and other efficiencies and to maximize the benefit of the provision of such facilities to all those who work and reside in the District and the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Board of Education covenant and agree as follows:

(Article I Follows)

## **ARTICLE I**

### **Definitions**

As used in this Agreement, the following terms have the following meanings as set forth in this Article unless the context clearly indicates otherwise. Terms defined in the singular have the same meaning when used in the plural and vice versa. References to a Section or an Article shall mean a Section or an Article of this Agreement.

“Agreement” means this Cooperative Agreement for Community Learning Centers.

“Architect” means the architect or architects retained by the ~~City and/or the~~ Board of Education to design the Community Learning Centers.

“Auxiliary-users” means persons who use the Community Learning Centers in accordance with procedures established for such use and who are not City-users or School-users.

“Board of Education” means the Board of Education of the District.

“Board of Education Representative” means the Superintendent or person(s) so designated from time to time by the Board of Education.

“City” means the City of Green.

“City Council” means the City Council of the City.

“City Funds” means the moneys to be provided by the City to the District to pay the costs of constructing the Community Learning Centers, derived from the proceeds of City Securities or other funds legally available to the City.

“City Representative” means the Mayor or person(s) so designated from time to time by the Mayor.

“City Securities” means the bonds, notes or other obligations issued or to be issued by the City to pay costs of the CLC Project in accordance with this Agreement.

“City-use” means use of a Community Learning Center for a governmental, civic, educational or recreational program, activity or event authorized by the City.

“City-users” means persons who reside in or are employed in the City and who use the Community Learning Centers pursuant to a City-use.

“CLC Land” means the land upon which the Community Learning Centers are to be located.

“CLC Project” means constructing, equipping, furnishing, improving the sites thereof, and otherwise improving Community Learning Centers as provided in this Agreement.

“Commission” means the Ohio Facilities Construction Commission.

“Community Learning Centers” means the facilities to be constructed, operated and maintained by the Parties pursuant to this Agreement, together with equipment, furnishings and other appurtenances thereto and any replacements thereof, which are to be used only for governmental, civic or educational operations or recreational activities or for such other purposes as permitted by law by Community-users, all pursuant to the terms of this Agreement and Section 755.16 of the Revised Code.

“Community-users” means collectively, Auxiliary-users, City-users and School-users.

“Construction Budget” means the construction budget for the Community Centers established by the Board of Education, in consultation with the City and, as applicable, the Commission.

“Construction Manager” means the construction manager or construction managers retained by the Board of Education.

“Day-to-Day Operations” means the decisions relating to the use, staffing and such other matters occurring on a regular and routine basis regarding the operation, maintenance and management of the Community Learning Centers.

“Director of Finance” means the Director of Finance of the City.

“District” means Green Local School District, which is constituted and organized as required by the statutes of the State of Ohio.

“ELPP Project Agreement” means the Expedited Local Partnership Program Project Agreement, as amended, between the Board of Education and the Commission provided for in Section 3318.36 of the Revised Code and the Program Guidelines promulgated by the Commission related thereto.

“Mayor” means the Mayor of the City.

“Parties” means the City and the Board of Education.

“Plans” means the plans for the CLC Project, ~~and~~ as may be amended from time to time.

“Project” means, collectively together, (i) the Project defined and described in the ELPP Project Agreement and (ii) other facilities improvements to be made by the District.

“Project Fund” means the fund established by the Board of Education to account for resources supporting the Project.



“Pupils” means those persons who are, or who are permitted under Section 3313.64 of the Revised Code to be, enrolled as students of the District, including adult education students.

“Regular School Hours” means normally 7:00 a.m. to ~~4:00~~ : p.m., Monday through Friday, during the School Year.

“Revised Code” means the Revised Code of the State.

“School-use” means a use of a Community Learning Center for a governmental, civic, educational or recreational program, activity or event authorized by the Board of Education.

“School-users” means persons who are Pupils, teachers, administration, ~~Staff~~staff, employees, parents, volunteers and invitees of the Board of Education and who use the Community Learning Centers pursuant to a School-use.

“School Year” means the term during which classes in the District are in session as determined by the Board of Education in accordance with State law, including any summer school programs offered by the Board of Education for Pupils.

~~“Staff” means the regularly employed full time and part time employees of the Board of Education responsible for performing and/or overseeing the Day to Day Operations of the Community Learning Centers.~~

“State” means the State of Ohio.

“Superintendent” means the Superintendent of Schools of the District.

“Supervision” means having on-site an adequate number of trained persons to properly oversee the activities in the portions of the Community Learning Centers that are then being used.

“Treasurer” means the Treasurer of the Board of Education.

(End of Article I)

## **ARTICLE II**

### **Term**

Section 2.1 Term of Agreement. The initial term of this Agreement shall commence on the date this Agreement is signed by the Parties and shall terminate on December 31, 20\_\_, unless the Parties mutually agree upon the earlier termination of this Agreement. The term of this Agreement may be extended pursuant to Section 2.2.

Section 2.2 Renewal Provisions. The Parties may mutually agree at any time to amend this Agreement to further extend its term.

(End of Article II)

### **ARTICLE III**

#### **Ownership**

Section 3.1 Ownership of the Land. The Board of Education shall be the record owner of the CLC Land, unless other ownership is clearly specified. The City shall have all rights of access to and use of the CLC Land during the initial term of this Agreement and any renewal or extension thereof, in accordance with this Agreement.

The Parties recognize that, as part of any participation by the District in the Commission's Classroom Facilities Assistance Program, the Commission may acquire an ownership interest in the CLC Land in accordance with Chapter 3318 of the Revised Code.

Section 3.2 Ownership of the Community Learning Centers. The Board of Education shall be the record owner of the Community Learning Centers, unless other ownership is clearly specified. The City shall, however, have an undivided ownership interest in the Community Learning Centers during the initial term of this Agreement, such that during the initial term of this Agreement the Board of Education and the City shall each have all rights of ownership in the Community Learning Centers. The City's ownership interest in the Community Learning Centers shall cease and shall revert to the Board of Education immediately upon the full payment of all City Securities. Notwithstanding the reversion of the City's ownership interest, the City shall continue to have all the rights of access to and use of the Community Learning Centers during the remainder, if any, of the initial term of this Agreement and any renewal or extension thereof, in accordance with this Agreement. For accounting or other purposes, the City may measure its interest in the Community Learning Centers in accordance with Section 5.1(c), as allocated to any particular Community Learning Center if necessary.

The Parties recognize that, as part of any participation by the District in the Commission's Classroom Facilities Assistance Program, the Commission may acquire an ownership interest in the Community Learning Centers in accordance with Chapter 3318 of the Revised Code.

Section 3.3 Community Learning Centers. Each facility that is part of the CLC Project shall be considered a Community Learning Center and shall be so referred to in documents and signage for that facility created on or after the date of this Agreement.

(End of Article III)

## **ARTICLE IV**

### **The CLC Project**

Section 4.1 Plan; Amendments. The Plans for construction of the Community Learning Centers shall be prepared by the Architect. Any changes to the Plans must be approved (i) jointly by the Board of Education and the City and (ii) if and as applicable, by the Commission as required under Chapter 3318 of the Revised Code.

Section 4.2 Site. The City and the Board of Education agree that the site for the Community Learning Centers shall be the lots and lands identified in the records of Summit County as Permanent Parcel No. 2800608, located at 1711-1737 Steese Road, Uniontown, Ohio.

The Board of Education shall be responsible for all demolition or other site improvement and, if applicable, any relocation, consistent with the Plans.

Section 4.3 Construction Budget; Plans and Specifications.

(a) Construction Budget. The Parties agree that the proposed budget for the CLC Project shall be as established in the Plans.

The Construction Budget (and any part thereof) as set forth in the Plans may be revised pursuant to Chapter 3318 of the Revised Code and the rules of the Commission, if and as applicable.

(b) Architect. The ~~City and/or the~~ Board of Education shall select and negotiate a contract with the Architect pursuant to the procedures set forth under State law. The ~~City and the~~ Board of Education shall cause Plans and specifications for the Community Learning Centers to be prepared by the Architect.

(c) Cost Estimates. If, after receiving any estimate from the Architect or Construction Manager or bids for construction of the Community Learning Centers, the estimated cost of the Community Learning Centers exceeds the initial Construction Budget, the City, the District, the Architect and the Construction Manager shall work together to bring the costs of the Community Learning Centers within the Construction Budget or identify the source of revenue to meet such increased costs. ~~Except as described in 4.3(b), the~~ The Board of Education will be responsible for awarding all contracts for the CLC Project.

Section 4.4 ~~Approval~~Cooperation by City and Board of Education. The Board of Education and the City shall cooperate in the design and construction phases of the CLC Project.

Section 4.5 Construction Matters.

(a) The Board of Education shall have responsibility for the award of contracts pursuant to law and in accordance herewith and such other matters relating to the CLC Project as may arise from time to time. The City shall (i) be invited to attend all meetings relating to the CLC Project and (ii) provide any other financial reports not already required under this Agreement to each other in a form and at a time mutually agreeable to the Parties.

(b) The approval of the Board of Education and, if applicable, the Commission will be required to authorize any material change to the approved design and any change order that materially increases a contract amount. The Board of Education shall establish a procedure for approving all requests for any other changes to the approved design and all other change orders after considering any recommendations from the City and, if applicable, the Commission concerning that procedure. As soon as practicable, the Board of Education Representative shall provide the City Representative with notice of any approved design change or change order.

(c) In the event that (i) the CLC Project incurs unforeseen, extraordinary or other additional costs exceeding the Construction Budget that cannot be met from, or (ii) the City Funds are not sufficient to pay, the costs of the CLC Project, the City and the Board of Education shall redefine the CLC Project, based upon mutual agreement, to conform to the available funds and to make further revisions to this Agreement as deemed appropriate by the Parties.

Section 4.6 Fiscal Management. [TBD].

~~(a) Upon completion of the GMS Gym portion of the Community Learning Centers, the Board of Education shall be primarily responsible for the fiscal management of that Community Learning Center.~~

~~(b) Upon completion of the Community Courts Facility portion of the Community Learning Centers, the City shall be primarily responsible for the fiscal management of that Community Learning Center.~~

For purposes hereof, completion of each Community Learning Center shall be deemed to have occurred upon the issuance by the CitySummit County of a Permanent Certificate of Occupancy therefor.

(End of Article IV)

## **ARTICLE V**

### **Funding**

#### Section 5.1 Funding by the City.

(a) City Funds. By entering into this Agreement, the City has made a good-faith commitment, consistent with available City resources and the obligations and limitations set forth in this Agreement and under State and federal law, to issue City Securities in an amount sufficient to fund all or a portion of the costs of the CLC Project. As soon as practicable after the signing of this Agreement, the City shall timely provide to the District the City Funds. The City's obligation to provide the City Funds is premised and conditioned upon, as applicable: (i) the signing by the City and the Board of Education of this Agreement and all ancillary agreements in forms acceptable to the City and (ii) the absence of any material default on the part of the Board of Education under this Agreement or any of those other agreements.

(b) Flow of Funds. The City Funds shall be promptly transferred by the City to the Board of Education for deposit in the Project Fund for payment of the costs of constructing the Community Learning Centers. The transfer of all such proceeds shall be irrevocable for purposes of Section 3318.084(C) of the Revised Code. If the amount so transferred to the Board of Education exceeds the amount needed to pay the costs of the CLC Project, the excess amount shall be returned to the City upon completion of the Community Learning Centers.

(c) Accounting of Ownership Interests. For accounting purposes during such time as the City has an ownership interest in the Community Learning Centers under Section 3.2, the Parties agree that they will follow the State Auditor's requirements for completing their respective financial reports. From time to time, to comply with accounting requirements relating to the CLC Project, the Parties further agree to cooperate with each other to achieve that compliance. Accounting procedures shall be modified to reflect any ownership interest of the Commission as set forth in Sections 3.1 and Section 3.2 and in accordance with Section 3318.08(F) of the Revised Code.

On or before February 15 and August 15 of each year, the Board of Education shall provide to the City a statement of revenues and expenditures and fund balance (as of December 31 and June 30, as applicable) of the Project Fund for the preceding six-month period.

(d) Investment Earnings. All earnings on the investment of the money deposited with the Board of Education and held in the Project Fund shall be (i) retained in that fund and used by

the Board of Education to pay for the CLC Project and (ii), after all costs of the CLC Project have been met, transferred to the City.

Section 5.2. Other Sources of Funds. In the event that other funding for Community Learning Centers or related educational facilities becomes available to the Board of Education for the specific purpose of providing Community Learning Centers or related purposes from the [Summit](#) County, State or federal government, those additional funds shall be transferred by the Board of Education to the City. Any such “other funding” as described in this Section shall be considered an amount contributed by the Board of Education for purposes of this Agreement if it results in reduction in the amount of City Funds that are needed to fund the CLC Project.

Section 5.3 ELPP Credit. The Board of Education shall apply to the Commission for and receive credit for allowable capital expenditures for the CLC Project, if any, in accordance with the ELPP Project Agreement.

(End of Article V)

## **ARTICLE VI**

### **Use of the Community Learning Centers**

Use of the Community Learning Centers by the Parties shall be established and governed by the provisions of this Article VI, subject to any limitations on such use set forth in the ELPP Project Agreement that are agreed to by the City.

#### **Section 6.1 Shared Use Schedule.**

(a) **Priority Use.** The Community Learning Centers will be used by Community-users. To reflect the Parties' commitment to provide for the educational needs of the Pupils, the School-users will have priority use of the Community Learning Centers during Regular School Hours and at other times as necessary for the governmental, curricular, extracurricular, educational and/or athletic programs or operations of the Board of Education, as provided herein. The City-users will have priority use of the Community Learning Centers at all other times to meet the governmental, civic, educational and recreational needs of the City, as provided herein. The Auxiliary-users shall have no priority use of the Community Learning Centers, but will be permitted use of the Community Learning Centers as set forth below or as otherwise agreed to by the Parties.

(b) **Scheduling.** Prior to the start of each School Year, the City Representative and the Board of Education Representative shall establish the schedule for the use of the Community Learning Centers for that School Year based on these priorities for City-use and School-use (the "Shared Use Schedule"). The City Representative and the Board of Education Representative shall consider any such recommendations, adopt the Shared Use Schedule and provide it to the City and the Board of Education. If the City Representative and the Board of Education Representative are not able to agree on specific items within the Shared Use Schedule, then [\(i\) the scheduling of those items for the GMS Gym shall be determined by the Board of Education Representative, giving due regard to the respective interests of the District and the City and \(ii\) the scheduling of those items for the Community Courts Facility shall be determined by the City Representative, giving due regard to the respective interests of the City and the District.](#)

The Parties shall be bound by the scheduling commitments established by the Shared Use Schedule. Any request for a modification of the Shared Use Schedule shall be determined by the City Representative and the Board of Education Representative consistent with the priorities set forth herein. If the Board of Education Representative and the City Representative are not able to agree on a proposed modification, then the following shall control: (i) if the proposed modification



deprives a Party of the use of that part of the Community Learning Center for which the modification is requested, then the modification shall be denied and (ii) if the proposed modification will not so deprive a Party of the use of that part of the Community Learning Center for which the modification is requested from that Party's scheduled use of that Community Learning Center, then the modification will be permitted. No such modification of the Shared Use Schedule shall be interpreted as a modification of this Agreement.

In the event that both Parties inadvertently are scheduled to use the same Community Learning Center area at the same time under the Shared Use Schedule, and in the event that the Parties are unable to determine which Party shall have the use of the Community Learning Center, then the matter shall be determined by a coin-toss procedure established by the Board of Education Representative and the City Representative.

The Parties acknowledge that the use of the Community Learning Centers is subject to unanticipated temporary closings due to snow days and other similar emergencies experienced by the District and the City from time to time.

(c) Use by Auxiliary-users. During such times that neither Party is scheduled to use a Community Learning Center under the Shared Use Schedule for a City-use or a School-use, an Auxiliary-user may apply for permission to use a Community Learning Center. The Board of Education Representative, giving due regard to the respective interests of the District and the City, shall consider and make determinations regarding all applications for use of the ~~Community Learning Centers~~GMS Gym by Auxiliary-users during Regular School Hours. The City Representative, giving due regard to the respective interests of the City and the District, shall consider and make determinations regarding all applications for use of the GMS Gym by Auxiliary-users after Regular School Hours and of use of the Community Courts Facility by Auxiliary-users.

(d) Nature of Community Learning Centers. The Parties expressly state, acknowledge and agree that (i) the joint usage of the Community Learning Centers is the hallmark of this Agreement, (ii) each Community Learning Center is and shall be a "community center" as that term is used under Section 755.16 of the Revised Code and (iii) the Community Learning Centers may contain "schoolhouses" and are and shall be "school buildings," "school grounds," "school premises," and "school property" for purposes of State and federal civil and criminal law as described below.

The Board of Education will operate its public schools in the Community Learning Centers in accordance with its State mandate and this Agreement. To the extent permitted by law, the Parties will work cooperatively to insure the quiet enjoyment of each Party's use of each Community Learning Center.

The Board of Education may limit access to certain areas of the Community Learning Centers after consultation with and approval of the City Representative.

Section 6.2 Fees. The City may establish and collect fees for attendance at City-sponsored activities at Community Learning Centers. The Board of Education may establish and collect fees for attendance at District-sponsored activities at Community Learning Centers. The Board of Education may establish a fee schedule for use of the ~~Community Learning Centers~~GMS Gym by Auxiliary-users. The City may establish a fee schedule for use of the Community Courts Facility by Auxiliary-users. Such ~~fees~~fees shall be used to pay all or a portion of the maintenance, utility, security, custodial and other reasonable costs incurred by the Board of Education or the City as a result of such use by an Auxiliary-user.

Section 6.3 Concessions/Vending Machines. The Board of Education shall control the sale of food, beverages and other items ~~from vending machines~~ in the ~~Community Learning Centers~~GMS Gym and may place vending machines in the ~~Community Learning Centers or such locations~~GMS Gym as determined appropriate by the Board of Education.

The City shall control the sale of food, beverages and other items in the Community Courts Facility and may place vending machines in the Community Courts Facility as determined appropriate by the City, subject to any School District contractual arrangements.

Section 6.4 Supervision. The Parties acknowledge the need for Supervision during use of the Community Learning Centers and agree that the Board of Education shall be responsible for providing Supervision during the use of the ~~GMS Gym portion of the Community Learning Centers~~during Regular School Hours, and the City shall be responsible for providing Supervision during the use of (i) the GMS Gym after Regular School Hours and (ii) the Community Courts Facility~~portion of the Community Learning Centers. The Board of Education shall oversee the Day to Day Operations of the GMS Gym portion of the Community Learning Centers and the City shall oversee the Day to Day Operations of the Community Courts Facility portion of the Community Learning Centers.~~

The Board of Education shall oversee the Day-to-Day Operations of the GMS Gym and the City shall oversee the Day-to-Day Operations of the Community Courts Facility.

Section 6.5 Policies, Rules and Regulations. The Parties acknowledge that the Revised Code regulates the use and operation of public schools in the State in various respects. Further, the Parties acknowledge that federal law regulates the use and operation of public schools in the State in various respects,

The Board of Education may adopt or prescribe policies, rules and regulations governing its use and operation of the Community Learning Centers in accordance with its obligations, responsibilities, powers and limitations under State and federal law, including but not limited to those cited above, provided that any such policy, rule or regulation that materially and significantly affects the City must be approved by the City prior to its adoption or prescription. Prior to the final adoption of those policies, rules and regulations, the Board of Education, shall deliver one copy each of any such policies, rules or regulations to the City.

The Board of Education Representative and the City Representative shall make a joint recommendation to the Board of Education and the City regarding rules governing the use of the Community Learning Centers by Auxiliary-users. The Board of Education shall, subject to the approval of the City, adopt rules governing the use of the Community Learning Centers by Auxiliary-users based upon this recommendation, although they shall not be bound by such recommendation.

Section 6.6 Access. The City and the Board of Education shall restrict keys and security cards to their respective employees and contractors who have responsibility for Supervision of the Community Learning Centers, and such other persons as reasonably determined by the City and the Board of Education, provided that all such persons undergo ~~a-BCH~~an appropriate background check, consistent with that required under Ohio law of any employee of a board of education.

Section 6.7 Non-Liability in the Event of Work Stoppage. Neither the Board of Education nor the City shall be liable to the other Party or to any Community-user for damages of any kind in the event that access to any Community Learning Center is impeded, restricted or prohibited due to picketing, a strike or any other work stoppage by the employees of the Board of Education or the City, respectively. Such an event shall not be deemed a breach of this Agreement.

(End of Article VI)

## **ARTICLE VII**

### **Alterations and Improvements, Utilities,**

#### **Maintenance and Repairs of the Community Learning Centers**

Section 7.1 Alterations and Improvements. The Board of Education shall be responsible for making all alterations and improvements to the Community Learning Centers after consultation with the City Representative. If a proposed alteration or improvement materially or substantially affects the City's use of a Community Learning Center, that alteration or improvement shall be made only with the written approval of the City.

If an alteration or improvement to the Community Learning Centers is necessary (i) to protect the health and safety of the users of the Community Learning Centers or (ii) to comply with applicable local, State or federal laws, rules or regulations, then such alteration or improvement shall be deemed accepted and approved by the Parties hereto, and thereafter maintenance of that alteration or improvement shall be in accordance with this Agreement.

Notwithstanding the foregoing, an alteration or improvement to one or more Community Learning Centers may be made by the City without the approval of the Board of Education if (i) the City is willing to pay the entire cost of such alteration or improvement and the entire cost of any increase in the cost of maintaining those Community Learning Centers as a result of such alteration or improvement during the term of this Agreement and (ii) such alteration or improvement does not materially or substantially affect the Board of Education's use of those Community Learning Centers.

In the event an alteration or improvement to the Community Learning Centers is to occur, the City and the Board of Education will agree on a construction schedule that will minimize disruptions to the operations of the Board of Education. If the City Representative and the Board of Education Representative do not agree within 30 days, the Board of Education Representative shall develop the Construction Schedule.

Section 7.2 Utilities. ~~The Board of Education shall pay the cost of water, sewer, gas and electric utility services provided to the GMS Gym portion of the Community Learning Centers, and the City shall pay the cost of water, sewer, gas and electric utility services provided to the Community Courts Facility portion of the Community Learning Centers.~~[TBD].

Section 7.3 Maintenance.

(a) The Board of Education shall maintain the GMS Gym ~~portion of the Community Learning Centers~~ in a safe and serviceable manner, provide regular custodial services and make all necessary repairs and replacements to the GMS Gym ~~portion of the Community Learning Centers~~, including but not limited to window glass, walls, floor coverings, doors, heating, ventilating and air conditioning systems (HVAC), plumbing and all other building systems serving the Community Learning Centers.

(b) The City shall maintain the Community Courts Facility ~~portion of the Community Learning Centers~~ in a safe and serviceable manner, provide regular custodial services and make all necessary repairs and replacements to the Community Courts Facility ~~portion of the Community Learning Centers~~, including but not limited to window glass, walls, floor coverings, doors, heating, ventilating and air conditioning systems (HVAC) and plumbing.

(c) The Parties will cooperate to define the Community Learning Center's needs for scheduled and unscheduled maintenance so as to maximize the time that the Community Learning Centers will be available for use.

Section 7.4 Security Services. Security services as deemed reasonably necessary and appropriate will be provided by the ~~Board of Education for the GMS Gym portion of the Community Learning Centers, and the City shall provide Security services as deemed reasonably necessary and appropriate for the Community Courts Facility portion of the Community Learning Centers.~~ Party responsible for providing Supervision. Auxiliary-users shall be responsible for providing security services acceptable to the Board of Education Representative and the City Representative during the use of the Community Learning Centers by those Auxiliary-users.

(End of Article VII)

## **ARTICLE VIII**

### **Insurance**

Section 8.1 Community Learning Centers. The Board of Education shall be responsible for providing for property, casualty and liability insurance coverage in the manner it deems appropriate. The Board of Education shall provide the City with copies of such policies upon request. The City shall reimburse the School District for the cost of property, casualty and liability insurance coverage related to the Community Courts Facility ~~portion of the Community Learning Centers~~.

Section 8.2 Equipment Insurance. The Board of Education shall maintain insurance on the equipment used in the Community Learning Centers in an amount sufficient to provide for replacement of that equipment. The City shall reimburse the School District for the cost of insurance on the equipment used in the Community Courts Facility ~~portion of the Community Learning Centers~~.

Section 8.3 Damage or Destruction of Community Learning Centers. Unless the Parties hereto agree otherwise, in the event of material damage or destruction of all or a portion of the Community Learning Centers, insurance proceeds shall be applied to the repair or restoration of the same. If the repair or restoration is determined not to be economically feasible by either Party hereto, then the insurance proceeds shall be distributed to the Board of Education. In the event that the Board of Education declines to repair or restore a Community Learning Center after damage to or destruction of all or part of it, the City shall have the right, but not the obligation, to repair or restore the Community Learning Center, at the City's sole cost and expense.

(End of Article VIII)

## **ARTICLE IX**

### **Transfer of Community Learning Centers**

Section 9.1 Transfer of Community Learning Centers. For purposes of this Article IX, the term “transfer” shall include and mean: to sell, assign, convey, transfer or otherwise dispose of or to create or suffer to be created any lien or other encumbrance. ~~The~~Neither the Board of Education nor the City shall ~~not~~ transfer any Community Learning Center or any part thereof without the written consent of the other Party. During the initial term of this Agreement, the Board of Education and the City may jointly transfer any Community Learning Center or any part thereof. During any renewal term of this Agreement, the Board of Education may transfer any Community Learning Center or any part thereof with the consent of the City, which shall not be unreasonably withheld.

Section 9.2 Proceeds of Transfer. The proceeds resulting from transferring any Community Learning Center or any part thereof (except to another Party) shall be distributed to the Board of Education.

(End of Article IX)

## **ARTICLE X**

### **City and Board of Education Cooperation**

Section 10.1 City and Board of Education Representatives. It is the understanding of the Parties that the success of the Community Learning Centers will depend, in part, on the ability of the City Representative and Board of Education Representative to cooperate on the Day-to-Day Operations of the Community Learning Centers. To that end it is understood that the City Representative and Board of Education Representative will need to communicate frequently with each other and work cooperatively on Community Learning Centers issues.

Section 10.2 Acknowledgment of the Parties' Collective Bargaining Agreements. The City and the Board of Education acknowledge that each Party has certain existing contractual obligations with its collective bargaining units. No provision of this Agreement is intended to, nor shall supercede the provisions of those collective bargaining agreements.

(End of Article X)



## **ARTICLE XI**

### **Joint Obligations, Representations and Warranties; Default**

Section 11.1 Mutual Assistance. Each Party shall cooperate with the other and shall at its own cost and expense provide reasonable assistance to the other to aid the other Party in fulfilling its obligations under this Agreement.

Section 11.2 Authority. The Parties have taken all required action to approve and adopt this Agreement. This Agreement is a duly authorized, valid and binding Agreement of the Parties, enforceable against them in accordance with its terms. Further, the representatives signing this Agreement have the requisite authority to do so.

Section 11.3 Absence of Required Consents or Contractual Restrictions. No consent or approval that has not been obtained is required to be obtained in connection with the signing and delivery of this Agreement or the performance of the transactions contemplated hereby. No contract or agreement by which the Parties are bound will restrict their ability to fulfill their obligations and responsibilities under this Agreement or any related agreement or to carry out the activities contemplated herein.

Section 11.4 Representations and Warranties. Each Party hereto warrants and represents to the other that the signing and delivery of this Agreement by such Party:

- (a) does not and will not violate or conflict with any statute, regulation, judgment, order, writ, decree or injunction applicable to them; and
- (b) does not and will not violate or conflict with any charter provision or by-law of the Parties, or any existing mortgage, indenture, contract, licensing agreement or other agreement binding on such Party.

Section 11.5 Default. In the event of a default by a Party in performing any of the monetary or nonmonetary obligations imposed hereunder, the nondefaulting Party shall give written notice to the other specifying the nature of the default. In case of nonmonetary default, the defaulting Party shall have 60 days after receipt of the written notice of default to cure said nonmonetary default (or such period of time thereafter as is reasonably necessary in order to diligently pursue and complete said cure).

In the event of a monetary default, the Parties hereto shall agree upon a repayment schedule, and the defaulting Party shall make payments in accordance therewith until such time as the monetary default is cured. Thereafter, if the defaulting Party fails to timely cure a monetary

default or fails to make payments in accordance with the repayment schedule, then the defaulting Party's right to use the Community Learning Centers shall be suspended until such time as the monetary default is cured or repayment is made in accordance with the repayment schedule.

Section 11.6 Dispute Resolution. In the event of a dispute or claim by either Party against the other Party arising under this Agreement that cannot be determined pursuant to a resolution procedure previously set forth in the Agreement or otherwise pursuant to good faith negotiations by the Parties using their best efforts to expeditiously resolve the matter, such dispute or claim shall then be submitted for mediation before a mediator mutually selected by the Parties. If the Parties are unable to mutually select a mediator, then either Party may request that a mediator be provided by the American Arbitration Association. The Parties shall share equally the cost of the services of a mediator.

(End of Article XI)

## ARTICLE XII

### Miscellaneous

Section 12.1 Further Assurances. The Parties hereto, and each of them agree at the time and from time to time, to sign any and all documents reasonably requested by the other to carry out the intent of this Agreement. In connection with the ownership interests set forth in ~~Sections 3.1 and Section~~ 3.2, the Parties agree that, if necessary to preserve the purposes of this Agreement, or the issuance and validity of the City Securities ~~or the levy and collection of the CLC Income Tax~~, they will cooperate to enter into and record, if necessary, any such instruments that are needed to evidence the ownership interest of the City in the ~~CLC Land and/or the~~ Community Learning Centers.

Section 12.2 Captions. The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any other provisions hereof.

Section 12.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 12.4 No Partnership. Nothing contained in this Agreement or any of the documents to be signed pursuant hereto shall be interpreted so as to create a partnership or any other arrangement whereby one of the Parties is authorized to act as an agent for another.

Section 12.5 Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third-Party beneficiary hereunder.

Section 12.6 Governing Law. The governing law of the validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Ohio.

Section 12.7 No Assignment. Neither Party to this Agreement may assign, transfer or otherwise convey any or all of its rights or obligations hereunder without the prior written consent of the other Party.

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Section 12.8 Entire Agreement; Amendment. This Agreement with any exhibits attached hereto sets forth the entire understanding between the Parties relating to the subject matter contained herein and merges and supercedes all prior discussions between them, including the Joint Use Agreement. No amendment to this Agreement shall be effective unless it is in writing and signed by the Parties hereto.

Section 12.9 Severability. If any one or more of the provisions contained in this Agreement or in any document signed in connection herewith (other than provisions constituting a material consideration to a Party's entering into this Agreement or such other document) shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such case the Parties shall use their best efforts to achieve the purpose of the invalid provision.

Section 12.10 Notices. All notices, certificates, requests, demands and other communications hereunder shall be in writing and may be personally served or sent by telefax or certified or registered mail. All such notices, certificates, requests, demands and other communications shall be delivered to the Party to receive the same at the addresses indicated below (or at such other address(es) as a Party may specify in a written notice):

To: Green Local School District  
1755 Town Park Boulevard  
P.O. Box 218  
Green, OH 44232  
Attention: Superintendent

To: City of Green  
1755 Town Park Boulevard  
[P.O. Box 278](#)  
Green OH 44685  
Attention: Mayor

With a copy to: Director of Law  
City of Green  
1755 Town Park Boulevard  
[P.O. Box 278](#)  
Green OH 44685

Section 12.11 Waiver. No failure on the part of a Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any

single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy available at law or in equity.

Section 12.12 No Construction Against Drafter. This Agreement shall be interpreted to give it fair meaning, and any ambiguity shall not be construed for or against any Party.

(End of Article XII)

(Signature Page Follows)

IN WITNESS WHEREOF, this Agreement is signed the day first written above.

**BOARD OF EDUCATION OF  
GREEN LOCAL SCHOOL DISTRICT, OHIO**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Treasurer, Board of Education

**CITY OF GREEN, OHIO**

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Director of Law  
City of Green, Ohio

**CERTIFICATION OF FUNDS – DISTRICT**

The undersigned, being the Treasurer of Green Local School District (the “District”), hereby certifies that the money required to meet the obligations of the District under the foregoing Cooperative Agreement in the current fiscal year has been lawfully appropriated for such purposes and is in the treasury of the District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances, and that the use of said funds for this purposes shall not prevent the District from carrying on its lawful activities.

**GREEN LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Treasurer, Board of Education

Date: \_\_\_\_\_, 2023

**CERTIFICATION OF FUNDS – CITY**

The undersigned, being the Director of Finance of the City of Green, Ohio (the “City”), hereby certifies that the money required to meet the obligations of the City under the foregoing Cooperative Agreement in the current fiscal year has been lawfully appropriated for such purposes and is in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances, and that the use of said funds for this purposes shall not prevent the City from carrying on its lawful activities.

**CITY OF GREEN**

By: \_\_\_\_\_  
Director of Finance

Date: \_\_\_\_\_, 2023