

ASHLAND CITY SCHOOL DISTRICT BOARD OF EDUCATION MEETING
Organizational Meeting
January 6, 2025 5:30 p.m.

Ashland High School – Little Theater
1440 King Road
Ashland, Ohio 44805

I. ROLL CALL

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

A. Motion to approve the agenda as presented

OR

B. Motion to approve the agenda with addendum items presented

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

IV. SUPERINTENDENT'S REPORT

A. Recognition of Fall Sport Athletes and Esports

**B. Reconfiguration and State of the Schools Address –
Wednesday, January 22, 2025 at 7:00 p.m. at Archer Auditorium**

**C. Board of Education Regular Meeting – Monday, January 27, 2025
5:30 p.m. at the Administrative Offices**

D. PI Levy Renewal Discussion

V. ELECTION OF OFFICERS (O. R. C. 3313.14)

A. Nominations for President (*no second required*):

B. Election of President of the Board of Education for 2025:

1. **(If there is only one nomination)** Motion by _____ to close nominations and elect _____ President of the Board of Education for 2025. Second by _____.

ROLL CALL:

Mrs. Deppert

Mrs. Mowry

Mr. Hart

Mr. Summers

Mr. Teevan

Carried _____ Failed _____ to _____

2. a. **(If there is more than one nomination)**
Motion by _____ to close nominations for President.
Second by _____.

ROLL CALL to close nominations for President:

Mrs. Deppert

Mrs. Mowry

Mr. Hart

Mr. Summers

Mr. Teevan

- b. Roll call vote on election of President for 2025, each member being required to name his/her choice by voice roll call:

ROLL CALL to elect President:

Mrs. Deppert

Mrs. Mowry

Mr. Hart

Mr. Summers

Mr. Teevan

_____ elected President.

[NEW PRESIDENT ASSUMES CHAIR]

- C. Nomination for Vice-President (*no second required*):

- D. Election of Vice-President of the Board of Education for 2025:

1. **(If there is only one nomination)** Motion by _____ to close nominations and elect _____ Vice-President of the Board of Education for 2025. Second by _____.

ROLL CALL:

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ _____ to _____

2. a. **(If there is more than one nomination)**
Motion by _____ to close nominations for Vice-President.
Second by _____.

ROLL CALL to close nominations:

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

- b. Roll call vote on election of Vice-President for 2025, each member being required to name his/her choice by voice roll call:

ROLL CALL to elect Vice-President:

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

_____ elected Vice-President.

[NEW VICE-PRESIDENT ASSUMES CHAIR]

VI. APPOINTMENT TO ASHLAND COUNTY-WEST HOLMES CAREER CENTER BOARD OF EDUCATION

A. Appointment

Under Ohio law and Board of Education Policy, the Board wishes to make a motion to appoint Jason Chio and Gina Deppert to the Ashland County-West Holmes Career Center Board of Education, effective January 2025, for a three-year term ending December 31, 2028.

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

VII. ESTABLISHMENT OF REGULAR MEETING DATES AND TIMES (O.R.C. 3313.15)

Motion to establish the dates of Regular Board Meetings beginning at 5:30 p.m. and Work Sessions beginning at 5:30 p.m. as follows, to be held at the Ashland City School District Administrative Offices unless otherwise noted:

2nd Monday of each month – Work Session	5:30 P.M. *If needed
4th Monday of each month – Regular Session	5:30 P.M.
JANUARY 27, 2025	JULY 28, 2025
FEBRUARY 10, 2025 *	AUGUST 11, 2025 *
FEBRUARY 24, 2025	AUGUST 25, 2025
MARCH 10, 2025 *	SEPTEMBER 8, 2025 *
MARCH 24, 2025	SEPTEMBER 22, 2025
APRIL 14, 2025 *	OCTOBER 13, 2025 *
APRIL 28, 2025	OCTOBER 27, 2025
MAY 5, 2025 * (1st Monday)	NOVEMBER 2025 NO WORK Session
MAY 19, 2025 (3rd Monday)	(OSBA Conference)
JUNE 9, 2025 *	NOVEMBER 24, 2025
JUNE 23, 2025	DECEMBER 2025 NO WORK Session
JULY 2025 NO WORK Session	DECEMBER 15, 2025 (3rd Monday)

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

VIII. BOARD SERVICE FUND (O.R.C. 3313.15)

Motion to establish a Board Service Fund of \$5,000 from which reimbursement can be made to Board Members and the official representatives of the Board for expenses incurred for meetings wherein they represent the Ashland City School District.

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

IX. STANDING AUTHORIZATIONS

Motion to adopt the following standing authorizations to allow for efficient financial management and full execution of duties by the Treasurer, Board President, and Superintendent.

1. Advances on Tax Settlements: Authorization for the Treasurer to secure advances on local taxes from the County Auditor when funds are available and payable to the district.
2. Investment of Inactive Funds: Authorization for the Treasurer to invest inactive and interim funds at the most productive interest rate whenever such funds are available in financial institutions in accordance with the District Investment Policy.
3. Payment of Bills: Authorization for the Treasurer to pay all bills within the limits of the appropriation resolution as bills are received and when, if applicable, the merchandise has been received in good condition.
4. Borrowing Authority: Authorization for the Treasurer and Board President to borrow funds, if needed, within the limitations established by state and federal laws.
5. Issuing Purchase Orders: Authorization for Administration to issue Purchase Orders within adopted appropriations.
6. Employment of Staff: Authorization for the Superintendent, during periods when this Board is not in session, to make offers of employment directly to candidates for either teaching or nonteaching positions on behalf of this Board, and to acknowledge acceptance of such offers on behalf of this Board, subject to a subsequent vote of ratification by this Board; provided however, that upon ratification by this Board, the employment shall be deemed effective as of the date and time of the employee's acceptance of the Superintendent's offer.

7. Accepting Resignations: Authorization for the Superintendent, on behalf of this Board, to accept resignations which have been submitted by employees during times when this Board is not in session, subject to ratification by this Board; provided however, that upon ratification by this Board, such resignations shall be deemed effective as of the date and time of the Superintendent's acceptance.
8. Agents of the Board: Authorization to designate and authorize the Superintendent, or his designee, and the Treasurer to act as agents of the Board of Education in the application of all grants; to authorize the completion of all grant applications; and to authorize the Treasurer to appropriate funds for grants awarded, including the advancement of funds for later reimbursement when required by grant terms, without further Board approval.
9. Debt Service Resolution: Authorization for the Treasurer to complete all necessary fund-to-fund transfers to pay debt obligations.
10. Donations to the Ashland City School District Resolution: Authorization for the Superintendent or Treasurer to accept all donations to the school district on behalf of the Board of Education.
11. Appropriation Resolution Modifications: Authorization for the Treasurer to modify the appropriation resolution to re-direct funds previously appropriated to other appropriation accounts as requested by the Superintendent or his designee, provided that total fund appropriations are not increased and that the modifications are presented to the Board for ratification on or before the last day of the fiscal year.
12. Five-Year Financial Forecasts: Authorization for the Treasurer to file amended Five-Year Financial Forecasts with the proper State authorities.
13. Blanket Purchase Orders: Authorization of a blanket purchase order pursuant to Section 6320 of the Ashland City School District Board Policy, the Board hereby Authorizes the issuance of "blanket" purchase orders (certificates) by the District Treasurer, in the amount not to exceed \$400,000.
14. Beverages and Meals as a Public Purpose: The Board of Education authorizes, as a public purpose, the provision of meals and/or beverages to employees and attendees during meetings as a means of improving efficiency as authorized by the Superintendent.

MOTION _____ SECOND _____

Mrs. Deppert

Mrs. Mowry

Mr. Hart

Mr. Summers

Mr. Teevan

Carried _____ Failed _____ to _____

X. ADOPTION OF FISCAL YEAR 2026 TAX BUDGET

The Treasurer recommends that the budget covering the period July 1, 2025 through June 30, 2026 be adopted, and that the Treasurer be directed to submit copies as required to the Ashland County Budget Commission. Public hearing was held at 10:00 a.m. on December 20, 2024. (EXHIBIT A)

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

XI. MINIMUM WAGE

Approve a change in the classified substitute pay rate to \$10.70 per hour. This rate increase is in accordance with the State of Ohio minimum wage increase effective January 1, 2025. The substitute categories that will be affected are CBI, COE, ISD Parapro, Noon Duty, Bus Duty, Summer Workers in addition to Casual Field Technicians.

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

XII. NUTRITION STANDARDS POLICY

Approve a nutrition standards policy that considers the requirements of Ohio Revised Code 3313.814 and governs the types of food and beverages that may be sold on the premises of the Ashland City School District.

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

January 6, 2025 (continued)

XIII. PUBLIC RECORDS TRAINING (BOARD OF ELECTION CYCLE)

Approve the Treasurer as designee, or other designees as appointed by the Treasurer, to attend Public Records Training on behalf of the Board of Education members as required by ORC 109.43.

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

XIV. LEGAL COUNSEL

Approve the employment of the following legal firms for use on an as needed basis:

Bricker & Graydon LLP
Pepple & Waggoner Ltd.
Peters Kalail & Markakis Co., L.P.A.
Squire Patton Boggs
Bob DeSanto

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

XV. DIABETES MEDICATION PRICING LITIGATION

The Superintendent recommends approval of a Resolution authorizing commencement of Diabetes Medication Pricing Litigation. (EXHIBIT B)

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

XVI. REPRESENTATOIN IN THE DIABETES MEDICATION PRICING LITIGATION

The Superintendent recommends approval of a contract between the Ashland City School District Board of Education, Frantz Law Group, APLC, and Peters Kalail & Markakis Co., L.P.A. for representation in the Diabetes Medication Pricing Litigation. (EXHIBIT C)

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

XVII. JIM MINNICH MEMORIAL ENDOWMENT FUND

The Superintendent recommends approval of two endowments, the Jim Minnich Memorial Endowment Fund, FBO AHS Arrow Football and the Jim Minnich Memorial Endowment Fund, FBO AHS Arrow Boys' Basketball that have been established through the Ashland County Community Foundation. (EXHIBIT D)

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

XVIII. ADJOURNMENT

Motion to adjourn the Work Session at _____ p.m.

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

IMPORTANT

Monday, January 20, 2025	Martin Luther King, Jr. Day	NO SCHOOL	
Wednesday, January 22, 2025	Reconfiguration and State of the Schools Address	Archer Auditorium	7:00 p.m.
Monday, January 27, 2025	Regular Board of Education Meeting	Administrative Offices	5:30 p.m.
Monday, February 10, 2025	Work Session	Administrative Offices	5:30 p.m.
Monday, February 24, 2025	Regular Board of Education Meeting	Administrative Offices	5:30 p.m.

ALTERNATIVE TAX BUDGET ASHLAND COUNTY

Name of School District	Ashland City School District	
For the Fiscal Year Commencing July 1,	2025	
Alternative Tax Budget Hearing Date:	December 20, 2024	
Board President Signature	_____	Date January 6, 2025
Fiscal Officer Signature	_____	Date January 6, 2025

Background

Substitute House Bill No. 129 (HB 129), effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships and park districts. This restriction is now removed.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129 a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

Alternative Tax Budget Information Filing Deadline

The fiscal officer for each school district must file one copy of this document with the County Auditor on or before January 20. (Note: The traditional deadline for submission of the tax budget has been January 20. There is the potential for flexibility on this date as a result of HB 129 depending on the needs of the Budget Commission, but in order for them to be on track with the certificate of available resources, the date may need to be very close to January 20.)

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help, use the schedule B issued by the budget commission for the current year and add any new levies. This will help to ensure that no levies are missed. (Ashland County Auditor will complete Schedule 1)

In column 1, list only those individual funds which are requesting general property tax revenue. In column 2, purpose refers to inside, current expenses and special levy for example. In column 4, levy type refers to renewal, additional and replacement for example. In column 9, identify the amount of general property tax.

SCHEDULE 2

The general purpose of schedule 2 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part; "Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback.

SCHEDULE 3

The general purpose of schedule 3 is to produce an Official Certificate of Estimated Resources for funds that do not receive property tax revenue.

In column 3, total estimated receipts should include all revenues plus transfers in.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

In column 6 you must take into consideration any carryover plus or minus cash balance estimated for the current year. This can happen because there are no sure things concerning tax payments and the valuation of personal property taxpayers.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

*** Please reproduce all pages as necessary.**

DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)
(List All Levies Of The Taxing Authority)
Ashland City School District

Funds (General, Permanent Improvement, Other)

SCHEDULE 1

I	II	III	IV	V	VI	VII	VIII
Fund	Purpose	Authorized By Voters On MM/DD/YY	Levy Type	Number Of Years Levy To Run	Tax Year Begins/ Ends	Collection Year Begins/ Ends	Maximum Rate Authorized
General Fund	Inside						4.000
General Fund	Current Expense	00/00/76	A	CONT	1976/CONT		20.900
General Fund	Current Expense	3/4/1980	A	CONT	1980/CONT		5.000
General Fund	Current Expense	6/7/1983	A	CONT	1983/CONT		6.400
General Fund	Current Expense	5/7/1991	A	CONT	1991/CONT		5.000
General Fund	Current Expense	11/4/2003	R	CONT	2004/CONT		9.800
Permanent Improvement	Permanent Improvement	11/3/2020	R	5	2021/2025		1.250
General Fund	Current Expense	11/2/2021	R	5	2022/2026		9.900
Bond Retirement	Bond (527,480,895)	11/6/2012	A	36	2013/2049		3.200
Classroom Facilities	Classroom Facilities	11/6/2012	A	CONT	2013/CONT		0.500
Totals							65.950

STATEMENT OF FUND ACTIVITY

(Complete only for General Fund , Bond Retirement Fund any other funds
requesting general property tax revenue)
Ashland City School District

SCHEDULE 2

FUND: General

I DESCRIPTION	III Prior FY 2024 ACTUAL	IV Current FY 2025 ESTIMATE	V Budgeted FY July 1-June 30 2026 ESTIMATE	VI New Levies as of Jan.1-June 30 2026 ESTIMATE
Beginning Unencumbered Fund Balance	\$11,596,101	\$14,811,231	\$15,128,017	
Revenues:				
Property Taxes	\$19,870,657	\$19,822,564	\$19,731,392	
Income Tax	\$0	\$0	\$0	
State Revenue				
Foundation	\$14,555,052	\$14,073,264	\$13,415,437	
Homestead/Rollback	\$1,754,642	\$1,780,766	\$1,784,546	
Other Receipts	\$1,987,735	\$1,645,426	\$1,545,426	
Transfers/Advances In	\$1,001,007	\$1,000,000	\$1,000,000	
Total Resources	\$39,169,093	\$38,322,020	\$37,476,801	
Total Expenditures & Encumbrances	\$35,953,963	\$38,005,234	\$38,065,700	
Ending Unencumbered Fund Balance	\$14,811,231	\$15,128,017	\$14,539,118	

FUND: Bond Retirement

I DESCRIPTION	III Prior FY 2024 ACTUAL	IV Current FY 2025 ESTIMATE	V Budgeted FY July 1-June 30 2026 ESTIMATE	VI New Levies as of Jan.1-June 30 2026 ESTIMATE
Beginning Unencumbered Fund Balance	\$1,679,197	\$1,591,340	\$1,534,109	
Revenues:				
Property Taxes	\$984,680	\$1,015,128	\$1,020,204	
State Revenue				
Homestead/Rollback	\$110,615	\$112,792	\$113,356	
Other Receipts	\$0	\$0	\$0	
Total Resources	\$1,095,295	\$1,127,920	\$1,133,560	
Total Expenditures & Encumbrances	\$1,183,152	\$1,185,152	\$1,187,152	
Ending Unencumbered Fund Balance	\$1,591,340	\$1,534,109	\$1,480,517	

FUND: Permanent Improvement

I	III	IV	V	VI
DESCRIPTION	Prior FY 2024 ACTUAL	Current FY 2025 ESTIMATE	Budgeted FY July 1-June 30 2026 ESTIMATE	New Levies as of Jan.1-June 30 2026 ESTIMATE
Beginning Unencumbered Fund Balance	\$1,242,238	\$1,141,181	\$1,095,651	
Revenues:				
Property Taxes*	\$683,736	\$789,766	\$793,715	
State Revenue				
Homestead/Rollback	\$79,852	\$87,752	\$88,191	
Other Receipts	\$359,823	\$100,000	\$50,000	
Transfers/Advances In	\$0	\$0	\$0	
Total Resources	\$1,123,411	\$977,518	\$931,906	
Total Expenditures & Encumbrances	\$1,224,468	\$1,023,048	\$1,000,000	
Ending Unencumbered Fund Balance	\$1,141,181	\$1,095,651	\$1,027,557	

FUND: Classroom Facilities Fund

I	III	IV	V	VI
DESCRIPTION	Prior FY 2024 ACTUAL	Current FY 2025 ESTIMATE	Budgeted FY July 1-June 30 2026 ESTIMATE	New Levies as of Jan.1-June 30 2026 ESTIMATE
Beginning Unencumbered Fund Balance	\$638,258	\$684,689	\$634,063	
Revenues:				
Property Taxes*	\$99,374	\$99,374	\$99,374	
Income Tax	\$0	\$0	\$0	
State Revenue				
Homestead/Rollback	\$4	\$0	\$0	
TPP Replacement	\$0	\$0	\$0	
Other Receipts	\$0	\$0	\$0	
Transfers/Advances In	\$0	\$0	\$0	
Total Resources	\$99,378	\$99,374	\$99,374	
Total Expenditures & Encumbrances	\$52,947	\$150,000	\$150,000	
Ending Unencumbered Fund Balance	\$684,689	\$634,063	\$583,437	

STATEMENT OF FUND ACTIVITY

Funds with Revenue Other Than Local Taxes
Ashland City School District

SCHEDULE 3

Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Total Estimated Receipts	IV Total Resources Available For Expenditures	V Total Estimated Expenditures & Encumbrances	VI Ending Estimated Unencumbered Balance
Special Revenue Funds	1,217,500	2,907,000	4,124,500	2,882,000	1,242,500
Debt Service Fund	-	-	-	-	-
Capital Project Funds	120,000	-	120,000	120,000	-
Expendable Trust Funds	350,000	60,000	410,000	60,000	350,000
Enterprise Funds	935,000	1,430,000	2,365,000	1,585,000	780,000
Internal Service Funds	627,000	8,000,000	8,627,000	8,032,000	595,000
Agency Funds	80,000	65,000	145,000	65,000	80,000

VOTED DEBT OUTSIDE 10 MILL LIMIT

Ashland City School District

SCHEDULE 4

Purpose Of Notes Or Bonds	II Authorized By Voters On MM/DD/YY	III Date Of Issue	IV Final Maturity Date	V Principal Amount Outstanding At The Beginning Of The Year	VI Amount Required To Meet Budget Year Principal & Interest Payments
Classroom Facility Bonds	11/6/2012	04/22/13	11/1/2049	\$21,315,000	\$1,162,044

TAX ANTICIPATION NOTES

SCHEDULE 5

Ashland City School District

Tax anticipation notes are issued in anticipation of the collection of the proceeds of a property tax levy. The amount of money required to cover debt service must be deposited into a bond retirement fund, from collections and distribution of the tax levy, in the amounts and at the times required to pay those debt charges as provided in the legislation authorizing the tax anticipation notes (ORC Section 133.24)

The appropriation to the fund which normally receives the tax levy proceeds is limited to the balance available after deducting the amounts to be applied to debt service.

After the issuance of general obligation securities or of securities to which section 133.24 of the ORC applies, the taxing authority or the subdivision shall include in its annual tax budget, and levy a property tax in a sufficient amount, with any other monies available for the purpose, to pay the debt charges on the securities payable from property tax. (ORC Section 133.25)

	Name Of Tax Anticipation Note Issue	Name Of Tax Anticipation Note Issue
	None	None
Amount Required To Meet Budget Year Principal & Interest Payments:		
Principal Due		
Principal Due Date		
Interest Due		
Interest Due Date		
Interest Due		
Interest Due Date		
Total		
Name Of The Special Debt Service Fund		

Amount Of Debt Service To Be Apportioned To The Following Settlements:		
February Real		
August Real		
June Tangible		
October Tangible		
Total		
Name Of Fund To Be Charged		

**RESOLUTION AUTHORIZING COMMENCEMENT OF
DIABETES MEDICATION PRICING LITIGATION**

WHEREAS, over the past twenty years the cost of diabetes medications has increased dramatically; and

WHEREAS, the costs of diabetes medications paid for by [Insert clients name] (the “District”) has seen a similar increase with the portion of the District’s budget dedicated to payments related to diabetes medications increasing substantially; and

WHEREAS, the District has become aware of litigation against the manufacturers and the pharmacy benefit managers involved in the making, pricing, and distribution of diabetes medications including Eli Lilly, Novo Nordisk, Sanofi, CVS Caremark, Express Scripts, and OptumRx as well as other responsible parties, with this litigation now involving more than 48 U.S. public school Districts across more than 12 states and being led by the Frantz Law Group, APLC of California; and

WHEREAS, the Board of Education (the “Board”) of the District has determined that it is necessary, advantageous, desirable, and in the public interest and the best interests of the District that it participate in this litigation by filing a lawsuit seeking monetary and non-monetary damages against the above-referenced entities and other parties responsible for the harm caused by the pricing of diabetes medications by approving the Attorney Client Fee Contract with Frantz Law Group, APLC (the “Contract”), attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the [Insert Clients Name], as follows:

1. The Board finds that all of the recitals contained above are true and correct, and that the same are hereby incorporated herein by reference.
2. The Board authorizes the filing of a lawsuit against various the manufacturers and distributors of insulin and other diabetes medications, and pharmacy benefits

managers and other parties seeking appropriate legal damages and equitable relief consistent with the recitals set forth above.

3. The Contract is hereby approved in substantially the form reviewed by the Board and attached as Exhibit A, together with such minor modifications as are deemed necessary by the Board's attorneys and administrators to protect the best interests of the District.
4. The President and Secretary are hereby authorized to sign and enter into the Contract on behalf of the District.
5. This Resolution shall be in full force and effect upon its adoption.

ADOPTED this ____ day of _____ 2024, by a roll call vote as follows:

YES: _____

NO: _____

ABSENT: _____

ABSTAIN: _____

President, Board of Education

Attest:

Secretary, Board of Education

ATTORNEY-CLIENT FEE CONTRACT

This ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between the _____ ("Client" or "District") Frantz Law Group, APLC, and Peters Kalail & Markakis Co., L.P.A. ("Attorneys"). The Agreement encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES.**
 - A. **CLIENT REPRESENTATIVES.** Client designates its Superintendent, or his/her designee, as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. Maria Limbert Markakis and Peters Kalail & Markakis Co. L.P.A. will serve as local counsel to the District to assist in reviewing and preparing documents, coordinating discovery and other work with litigation counsel, and advising and counseling Client.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with the Insulin Pricing litigation ("Action"). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
5. **FEES.** Client will pay attorneys' fees of:

Twenty Five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from Defendants with seventy-five percent (75%) to the Frantz Law Group and twenty-five percent (25%) to Peters Kalail & Markakis Co., L.P.A., for serving as local counsel to the District regarding the Action. This division of fees does not increase the Client's attorney fee obligation. Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost; the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then present value of any monetary payments to be made to the District; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the District; and, (3) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy that may be obtained in a final arbitration award or court judgment.

- (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.
- (3) If, by judgment, the District is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If, by judgment, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees paid by Defendants.

- (5) The District agrees the Defendants shall pay all Attorneys' fees in a

settlement that includes non-monetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agree to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorneys are Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed twenty-five percent (25%) of the gross recovery as defined in paragraph 5.

B. No General Fund Payments.

Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall [REDACTED] general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items,

incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In addition, costs will not exceed two percent of the total recovery. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES. Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES. Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work that benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort that has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by the District and others who have filed claims in this litigation and will not, in any way, reduce the amount of fees owed under this Agreement.

7. **LIEN.** In the event any third-party attempts to place a lien on any proceeds recovered from a recovery in this matter, Client hereby grants and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.
8. **DISCHARGE AND WITHDRAWAL.**
 - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
 - B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.

9. **ARBITRATION OF DISPUTES.** ATTORNEYS and CLIENT agree that should any dispute arise between them, they must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEYS' representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in San Diego before a retired judge or other mediator affiliated with JAMS, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by JAMS. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory binding arbitration before JAMS. By signing this Agreement, CLIENT and ATTORNEYS agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in San Diego, California, applying California law. CLIENT is not waiving rights to arbitration before the San Diego County Bar Association.
10. **AUTHORITY OF ATTORNEYS.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees that Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
12. **MULTIPLE REPRESENTATIONS.** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys' professional responsibility in Attorneys' representation of clients, and especially where conflicts of interest may arise from Attorneys' representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, the District acknowledges that it has been advised of the potential conflicts of interest which may be or are associated with Attorneys'

representation of the District and other multiple claimants and that the District nevertheless wants the Attorneys to represent the District, and that the District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the District, however, that the District remains completely free to seek other legal advice at any time even after the District signs this Agreement.

13. **AGGREGATE SETTLEMENTS.** Often times, in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group settlement discussions and agreements that may include the District's individual claims. Although the District authorizes the Attorneys to engage in such group settlement discussions and agreements, the District retains the right to approve, and Attorneys are required to obtain the District's approval of, any settlement of the District's case.
14. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by District and Attorneys.
15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: _____

James Frantz
Frantz Law Group, APLC

Dated: _____

Maria L. Markakis
Peters Kalail & Markakis Co., L.P.A.

Dated: _____

Superintendent



INSTRUMENT OF TRANSFER TO THE ASHLAND COUNTY COMMUNITY FOUNDATION

AGENCY FUND FOR 501(C)(3) ORGANIZATION

Ashland City Schools, (the "Donor") hereby gives to the *Ashland City Schools Foundation*, an affiliate of THE ASHLAND COUNTY COMMUNITY FOUNDATION (the "Foundation") the sum of \$15,570.00, subject to the following provisions.

The Donor desires to establish, in cooperation with the Foundation, an Agency Endowment Fund.

Delivery of property to the Fund shall constitute an irrevocable gift to the Foundation upon acceptance by the Foundation subject to the following terms and conditions:

1. The Fund shall be established on the books and records of the Foundation and be known as the "Jim Minnich Memorial Endowment Fund, fbo AHS Arrows Football" (hereinafter referred to as the "Fund").

2. By this gift the Board of Ashland City Schools expresses its intention to create the "Jim Minnich Memorial Agency Fund, fbo AHS Arrows Football" of the *Ashland City Schools Foundation*, an affiliate of the Ashland County Community Foundation. The Donor hereby retains the right to add to this Fund from time to time. The Board of Ashland City Schools will encourage other individuals, organizations and corporations to contribute to the Fund.

3. Contributions to the Fund shall vest in the Foundation upon receipt and acceptance by it. The Fund shall be the property of the Foundation and shall be held by it in its normal corporate capacity. The Fund shall not be deemed a trust fund and shall not be held by the Foundation in a trust capacity.

4. The Foundation will accumulate the annual earnings of the Fund. Unless instructed to the contrary by the Board of Ashland City Schools, the approved spending policy of ACCF will be followed. Distributions are not to invade principal. Available distributions are to be made on an annual basis, in July of each year.

5. The Donor, after the third year of the Fund's establishment, may upon a two-thirds (2/3) majority vote of those Board members, present at any meeting of its Board, request a distribution of principal from the Fund. Requests for distribution of principal will be approved upon a two-thirds (2/3) majority vote of the Board of Trustees of the Foundation.

6. Whenever the Board of Trustees of the Foundation decides that any restriction or condition on the distribution of the Fund has become, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the Ashland County Community, it may

order such modification of the restriction or condition and such application of the whole and any part of the principal or income of the Fund to such other charitable purposes as, in its judgment, will then more effectively serve the charitable needs of the Ashland County Community. This is the variance power of the Board of Trustees as set forth in tax regulations, 1.170A-9(e)(11)(V)(B), (C), and (D).

7. If Ashland City Schools (the "Donor") should cease to exist or cease to be a Section 501(c)(3) organization, the Fund shall be used to support charitable purposes as determined by the Board of Trustees of the Foundation. The Foundation may distribute any or all of the assets of the Fund to such organization or organizations operated exclusively for charitable, educational, religious, literary or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States Internal Revenue Law, as the Board of Trustees of the Foundation shall determine.

8. The minimum amount of the initial gift from the Donor to the Foundation to establish the Fund shall be Ten Thousand Dollars (\$10,000).

9. The Foundation shall be entitled to an annual fee for the administration of the Fund.

By: Ashland City Schools
DONOR (AGENCY) NAME

Address: 1407 Claremont Ave.
Ashland, Ohio 44805

Phone: (419) 289-1117

Email: stparamo@goarrows.org

Steve Paramore
DESIGNEE NAME (PLEASE PRINT)

[Signature]
SIGNATURE

Superintendent
TITLE

WE HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE \$15,570.00 and agree to administer the same as the "Jim Minnich Memorial Endowment Fund, fbo AHS Arrows Football" of the Ashland City Schools Foundation, an affiliate of the Ashland County Community Foundation, under the Articles of Incorporation and Constitution and Bylaws establishing the Ashland County Community Foundation, this 30th day of December, 2024.

ASHLAND COUNTY COMMUNITY FOUNDATION

By: [Signature]
James M. Cutright, President/CEO

Adopted: April 27, 1998

Updated: July 1, 1998, January 30, 2006

Revised with ACCF Board of Trustees Approval: July 21, 2006

Updated: October 19, 2009, December 14, 2009, December 6, 2016

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ASHLAND COUNTY
COMMUNITY FOUNDATION

**INSTRUMENT OF TRANSFER TO
THE ASHLAND COUNTY COMMUNITY FOUNDATION**

AGENCY FUND FOR 501(C)(3) ORGANIZATION

Ashland City Schools, (the "Donor") hereby gives to the *Ashland City Schools Foundation*, an affiliate of THE ASHLAND COUNTY COMMUNITY FOUNDATION (the "Foundation") the sum of **\$15,570.00**, subject to the following provisions.

The Donor desires to establish, in cooperation with the Foundation, an Agency Endowment Fund.

Delivery of property to the Fund shall constitute an irrevocable gift to the Foundation upon acceptance by the Foundation subject to the following terms and conditions:

1. The Fund shall be established on the books and records of the Foundation and be known as the **"Jim Minnich Memorial Endowment Fund, fbo AHS Arrows Boys Basketball"** (hereinafter referred to as the "Fund").

2. By this gift the Board of Ashland City Schools expresses its intention to create the **"Jim Minnich Memorial Agency Fund, fbo AHS Arrows Boys Basketball"** of the *Ashland City Schools Foundation*, an affiliate of the Ashland County Community Foundation. The Donor hereby retains the right to add to this Fund from time to time. The Board of Ashland City Schools will encourage other individuals, organizations and corporations to contribute to the Fund.

3. Contributions to the Fund shall vest in the Foundation upon receipt and acceptance by it. The Fund shall be the property of the Foundation and shall be held by it in its normal corporate capacity. The Fund shall not be deemed a trust fund and shall not be held by the Foundation in a trust capacity.

4. The Foundation will accumulate the annual earnings of the Fund. Unless instructed to the contrary by the Board of Ashland City Schools, the approved spending policy of ACCF will be followed. **Distributions are not to invade principal.** Available distributions are to be made on an annual basis, in July of each year.

5. The Donor, after the third year of the Fund's establishment, may upon a two-thirds (2/3) majority vote of those Board members, present at any meeting of its Board, request a distribution of principal from the Fund. Requests for distribution of principal will be approved upon a two-thirds (2/3) majority vote of the Board of Trustees of the Foundation.

6. Whenever the Board of Trustees of the Foundation decides that any restriction or condition on the distribution of the Fund has become, in effect, unnecessary, incapable of

fulfillment, or inconsistent with the charitable needs of the Ashland County Community, it may order such modification of the restriction or condition and such application of the whole and any part of the principal or income of the Fund to such other charitable purposes as, in its judgment, will then more effectively serve the charitable needs of the Ashland County Community. This is the variance power of the Board of Trustees as set forth in tax regulations, 1.170A-9(e)(11)(V)(B), (C), and (D).

7. If Ashland City Schools (the "Donor") should cease to exist or cease to be a Section 501(c)(3) organization, the Fund shall be used to support charitable purposes as determined by the Board of Trustees of the Foundation. The Foundation may distribute any or all of the assets of the Fund to such organization or organizations operated exclusively for charitable, educational, religious, literary or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States Internal Revenue Law, as the Board of Trustees of the Foundation shall determine.

8. The minimum amount of the initial gift from the Donor to the Foundation to establish the Fund shall be Ten Thousand Dollars (\$10,000).

9. The Foundation shall be entitled to an annual fee for the administration of the Fund.

By: Ashland City Schools
DONOR (AGENCY) NAME

Address: 1407 Claremont Ave.
Ashland, Ohio 44805

Phone: (419) 289-1117

Email: stparamo@goarrows.org

Steve Paramore [Signature] Superintendent
DESIGNEE NAME (PLEASE PRINT) SIGNATURE TITLE

WE HEREBY ACKNOWLEDGE RECEIPT OF THE ABOVE \$15,570.00 and agree to administer the same as the "Jim Minnich Memorial Endowment Fund, fbo AHS Arrows Boys Basketball" of the Ashland City Schools Foundation, an affiliate of the Ashland County Community Foundation, under the Articles of Incorporation and Constitution and Bylaws establishing the Ashland County Community Foundation, this 30th day of December, 2024.

ASHLAND COUNTY COMMUNITY FOUNDATION

By: [Signature]
James M. Cutright, President/CEO

Adopted: April 27, 1998
Updated: July 1, 1998, January 30, 2006

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