

**AGREEMENT REGARDING THE  
ELECTRICITY PURCHASE PROGRAM  
OF THE  
OHIO SCHOOLS COUNCIL**

This Agreement Regarding the Electricity Purchase Program of the Ohio Schools Council (the "Council") is entered into as of \_\_\_\_\_, 2026, between the Council and certain parties identified below (the "Participants").

**RECITALS**

WHEREAS, the boards of education of certain Ohio school districts located within northeastern Ohio entered into the Agreement Establishing the Ohio Schools Council dated as of December 6, 1986 (and as amended), pursuant to Revised Code Chapter 167, establishing a regional council of governments known as the Ohio Schools Council ("Council"), for the purpose of carrying out a cooperative program for the purchase of natural gas, and promoting cooperative agreements and activities among those school districts and providing services and dealing with matters of mutual concern (the "Council Agreement"); and

WHEREAS, the Council Agreement provides for the establishment of additional programs by the Council pursuant to one or more program agreements between the Council and the participants in such programs; and

WHEREAS, the Council wishes to establish an electricity purchase program for the cooperative benefit of, and mutual concern of the Participants, and agrees that it is necessary and desirable to create and adopt comprehensive guidelines for the funding, management, operation and administration of the Council's electricity purchase program.

NOW, THEREFORE, it is agreed by and among the Council and the Participants identified below, on behalf of which their representatives have executed this Agreement in accordance with the authorizing resolution or approval of their governing Boards, that:

**SECTION 1.           DEFINITIONS**

As used in this Agreement, capitalized words and phrases shall have the meanings given to them in the Council Agreement, as amended, and the Bylaws Governing the Ohio Schools Council, as amended, called the "Bylaws." Reference to the singular means plural and vice versa. In addition, the following words shall have the following meanings:

"Administrator" means the Administrator of the Ohio Schools Council or, if there is no person designated as Administrator of the Council, the person or persons designated by the Council's Board of Directors to carry out the responsibilities and duties assigned to the Administrator under this Agreement. The Administrator may be the same person employed by the Council to perform the duties of the Fiscal Agent.

“AEP Ohio” means Ohio Power Company and AEP Ohio, the EDCs serving certain of the Participants.

“AES Ohio” means the company formerly known as Dayton Power & Light Co.

"Agreement" means this Agreement Regarding the Electricity Purchase Program of the Ohio Schools Council, as the same may be amended, modified or supplemented in accordance with Section 11 hereof.

"Authorized Participant Representative" means the person designated by the governing board of each Participant to make all decisions on behalf of the Participant, and execute all documents and agreements as may be required by the Council and/or the Council's endorsed Program electricity supplier with respect to the electricity to be purchased by such Participant and all other actions to be taken to effectuate the Participant's participation in the Program.

“Board” means a governing body or official who is selected to represent the Participant and has the legal authority to enter into contracts for the Participant.

“Duke Ohio” means Duke Energy Ohio, Inc.

"EDC" means the applicable local electric distribution utility company serving Participant's facilities which shall be FirstEnergy, AEP Ohio, Duke Ohio and/or “AES Ohio”.

"Electricity Endorsement Contract" means one or more agreements between a Supplier and the Council (or its designee), in which the Council (or its designee) endorses a Supplier to supply electricity to Participants, effective for an initial period of up to five (5) years from the commencement date thereof and continuing thereafter for any subsequent renewal or replacement term (unless previously terminated), subject to the terms and conditions thereof.

"FirstEnergy" means The Cleveland Electric Illuminating Company, Ohio Edison Company and The Toledo Edison Company, the EDCs serving certain of the Participants.

"Fiscal Agent" means Fiscal Agent of the Council, which, for this Program, shall be the Council.

"Fiscal Year" means the Council's twelve (12) month fiscal period of July 1 through June 30 of each year, unless such period is subsequently changed by law.

"Participant(s)" means a Participating Member(s) as determined by the Council to be eligible to participate in the Program, which shall include non-public private and parochial schools and other educational-related entities.

"Program" means the Electricity Purchase Program of the Council, and may include expanded Council offerings related to the Program, or additional related programs or energy services, and/or product offerings dealing with solar power, equipment ownership at the Participant's facilities, participation in RTO/ISO energy electrical programs, energy

consulting services, and other matters of interest to Participants in the Program.

"Program Administrative Costs" means all reasonable administrative, and other costs incurred by the Council and the Fiscal Agent in connection with the Program and approved by the Council's Board of Directors.

"Program Electricity Costs" means all electricity and related costs charged by the Supplier to Participants under the Electricity Endorsement Contracts, the contracts and tariffs with Transmission Providers, ISO's, RTO's and/or EDCs, if applicable, and the Council Electricity Program management fee authorized under this Agreement.

"Program Term" means the period commencing with the commencement date set forth in the Electricity Endorsement Contract and ending on the last day of the Electricity Endorsement Contract up to five (5) years from such commencement date for the initial term and continuing thereafter for any subsequent renewal or replacement term.

"Supplier" means any person, corporation, partnership or other organization with which the Council (or its designee) may contract for the purchase of electricity by Participants pursuant to the Program Agreement.

"Transmission Provider, ISO and RTO" mean any interstate and/or intrastate electricity transmission provider, independent system operator or regional transmission operator

## **SECTION 2. ARRANGEMENTS FOR SUPPLY OF ELECTRICITY**

**(A) Electricity Endorsement Contract(s).** During the Program Term, each Participant authorizes the Council to enter into one or more Electricity Endorsement Contract(s) to select the Supplier to supply electricity to the Participants in the Program. The selection of each Supplier and the terms of each contract between the Council (or its designee) and the Supplier shall be determined and approved by the Board of Directors. Each Participant understands and agrees that the Electricity Endorsement Contract between the Supplier and the Council then in effect shall set forth the pricing, and terms and conditions, applicable to the supply of electricity by the Supplier to the Participants. Each Participant shall be solely responsible for paying the Program Electricity Costs charged to it by the Supplier. In no event shall the Council be responsible for any Program Electricity Costs charged or otherwise attributable to any Participant in the Program whatsoever. During the Program Term, each Participant agrees to execute such letters of authorization, transaction confirmations and other agreements and documents as the Supplier shall require pursuant to the Electricity Endorsement Contract then in effect to provide for the payment of Program Electricity Costs payable by the Participant to the Supplier and acknowledgement of an agreement to the applicable terms and conditions in the Electricity Endorsement Agreement.

- (B) **Payments by Participants.** Subject to the provisions set forth in this Section 2, and the other terms and conditions of this Agreement, the Supplier shall bill the Participant for the Program Electricity Costs pursuant to the EDC's consolidated billing procedures and in accordance with the Electricity Endorsement Contract, as in effect at the time. The amount of such monthly payment for a Participant shall be based upon the Participant's actual electricity consumption as determined by the EDC, applicable transmission and related electricity components (including capacity costs), as well as EDC charges. Each Participant agrees to pay to the EDC or the Supplier or its designee for its monthly Electric Program Costs on or before the due date established by the EDC under its consolidated billing procedures or as otherwise established by the Supplier pursuant to the Electric Endorsement Contract. Time is of the essence in all payments by Participants hereunder. Any Participant failing to transmit timely payment of any amount due hereunder, whether in this Section 2 or in any other Section of this Agreement, shall be subject to an interest charge and late fees as established by the EDC by tariff or the Supplier pursuant to the Electric Endorsement Contract.
- (C) **Supply and Purchase.** During the Program Term, subject to the other provisions of this Agreement and the Electricity Endorsement Contract, the Supplier agrees to supply and each Participant agrees to purchase all of its electricity requirements for participating facilities pursuant to this Agreement. It is understood that differences between the Participant's estimated and actual consumption may occur. Adjustment for differences between estimated and actual consumption for each Participant will be calculated by the Supplier and be priced in accordance with the Electricity Endorsement Contract.
- (D) **Notice of Significant Change in Usage.** During the Program Term, a Participant may make material changes or additions to its physical facilities or HVAC systems, or experience closure of facilities, planned or unplanned. Each Participant agrees to notify the Council and Supplier as soon as possible when it becomes aware of circumstances which are likely to increase or decrease electricity usage by ten percent (10%) or more per year for such Participant.

**SECTION 3. ARRANGEMENTS FOR TRANSMISSION OF ELECTRICITY TO PARTICIPANTS**

- (A) **Transmission of Electricity.** The Supplier shall be responsible for arranging for the transmission of electricity for delivery to the EDC to supply the Participants during the Program Term. Transmission, distribution and related electricity components (including capacity costs) are provided and/or charged by the applicable Transmission Provider, ISO, RTO and/or EDC. The Supplier shall include the applicable transmission and related electricity components (including capacity costs) in the price charged to Participants pursuant

to the Electricity Endorsement Contract unless such agreement provides otherwise.

**SECTION 4.                    MANAGEMENT AND OPERATION OF PROGRAM**

- (A) **Board of Directors.** The Board of Directors of the Council, established pursuant to the Bylaws adopted by the representatives to the Council, shall have the following powers and duties in connection with the management and operation of the Program:
- (1) It shall oversee and manage the operation of the Program.
  - (2) It may adopt policies and procedures supplementing the general terms of this Agreement concerning the Program.
  - (3) It shall consider and recommend to the Participants any additional services which are or are proposed to be a part of the Program, including but not limited to expansion of Council offerings related to the Program, or additional related programs or services, and/or product offerings, dealing with solar power, energy equipment ownership at the Participant's facilities, participation in utility or RTO/ISO electricity programs, energy consulting services and other matters of interest to Participants in the Program.
  - (4) It may direct the employment or contracting by the Council with such persons or organizations as it deems necessary to assist in the administration and management of the Program, including, but not limited to, consultants, Program administrators or managers, advisors and legal counsel,
  - (5) It shall approve the amount of the Council's Electricity Program management fee to be included in the Supplier's electricity charges on the Participants' monthly electric bills which shall cover in full each Participant's share of Program Administrative Costs pursuant to this Agreement.
  - (6) It shall select the Supplier(s) and authorize any agreements under them upon terms it approves.
  - (7) It shall authorize any agreements or settlements between the Council and the Supplier(s) upon terms it approves.

- (8) It shall consider applications for admission to the Program and determine whether and at what time those applicants should be included in the Program.
- (9) It shall make recommendations to the Assembly concerning any matter relating to the operation of the Program, including, but not limited to amendments to or modifications of this Agreement.
- (10) It shall perform such other functions as may be necessary or incidental to carrying out the purposes of the Program.
- (11) It shall sign Letters of Authorization to secure pricing from various potential Suppliers.
- (12) It shall have the authority to speak to the State of Ohio or EDC regarding the return of Sales Tax or other tax on behalf of a Participating Member.

The Council's Board of Directors may direct the Administrator to assist the Board in performing any of the foregoing duties relating to the operation and management of the Program and may delegate to the Administrator such of the foregoing duties to the fullest extent permitted under Ohio law.

#### **SECTION 5. REPORTS AND RECORDS**

The Council shall maintain records and data (based on information provided by the Supplier) concerning the amount of electricity purchased and consumed on behalf of each Participant, the amount paid for the purchase and, as applicable, transmission and all related electricity components costs (including capacity costs), the allocation of the costs thereof among the Participants and such other records and data as the Council's Board of Directors deems necessary or appropriate. The Council shall maintain records and conduct operations of the Program based on a Fiscal Year beginning July 1 and ending June 30. The Council shall not maintain records regarding the cost charged by the EDC for non-generation related services.

#### **SECTION 6. PAYMENTS BY PARTICIPANTS**

Each Participant agrees to pay its monthly Program Electricity Costs timely collected by the Supplier through the EDC's monthly electricity bill to each Participant in accordance with Section 2(B) of this Agreement through the Program Term. Such monthly EDC electricity bill invoice shall create a binding obligation on the part of the Participant to pay such amount invoiced. A Participant that fails to pay its monthly Program Electricity Costs by the due date established by the EDC and the Supplier as provided in Section 2(B) of this Agreement may be deemed, at the option of the Council's Board of Directors, after notice to the Participant, to have withdrawn from the Program by law and shall be subject to such obligations as may be set forth in the Electricity Endorsement Agreement, including those relating to an early termination procedure and payment of any early termination fees.

**SECTION 7. PROGRAM MANAGEMENT FEE**

Each Participant's share of the Program Administrative Costs shall be collected in the OSC Electricity Program management fee approved by the Council's Board of Directors. This fee shall not be increased without notice to the Participant.

**SECTION 8. FISCAL AGENT PROVISIONS (IF APPLICABLE)**

- (A) **Custody of and Disbursements from Fund(s)**. The Fiscal Agent may establish such funds, if any, as are necessary under Ohio law to effectuate this Agreement
- (B) **Fidelity Bond**. The Fiscal Agent may obtain and keep in force a fidelity bond, in an amount determined by, and with a surety company approved by, the Council's Board of Directors. In lieu of a separate fidelity bond, the Board of Directors may direct the Fiscal Agent to continue and keep in force any existing fidelity bond which covers the Fiscal Agent. In either case, the Fiscal Agent and the Council shall be named as beneficiaries of such fidelity bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.
- (C) **Maintenance of Records**. The Fiscal Agent may maintain records regarding the Electricity Program as may be required by the Board of Directors and applicable requirements of Ohio law.
- (D) **Reports**. The Fiscal Agent may make reports to the Council's Board of Directors on the operation of the Electricity Program at such intervals as may be requested by the Board of Directors.
- (E) **Other Fee**. In the event that the Fiscal Agent is a Participating Member and not a salaried employee of the Council, its Fiscal Agent may receive a fee from the Council, in consideration for its services, in such amount as the Board of Directors shall approve.

**SECTION 9. WITHDRAWAL OF A PARTICIPANT**

Withdrawal from the Council pursuant to the Council Agreement may, at the discretion of the Board of Directors, constitute withdrawal from the Program. Any Participating Member of the Council wishing to continue as a Participating Member of the Council but to withdraw from participation in the Program, and any Participant in the Program wishing to cease participation in the Program, after the initial contract period ending on July 1, 2028, shall notify the Fiscal Agent in writing by certified mail. For Fiscal Years on and after July 1, 2028, notification shall be made on or before July 1 of the Fiscal Year preceding the Fiscal Year in which the Participant wishes to withdraw from the Program. Notwithstanding anything to the contrary, set forth herein, in no event shall any such withdrawal be effective until the later of July of the succeeding Fiscal Year

or the end of the term of the then effective Electricity Endorsement Contract. Any decision to withdraw from the Program must be made by duly adopted resolutions of the governing body of the Participant. Upon withdrawal, the withdrawing Member may not become a Participant again. It is expressly understood that no withdrawal, either from the Council or from this Program, shall be effective unless and until the withdrawing Participant shall have paid to the Council or Supplier, in full, all amounts due hereunder, including, without limitation, amounts that may be due for an early termination of Participant's participation in the Program pursuant to the then effective Electricity Endorsement Contract and determined by the Council or Supplier pursuant to the provisions of this Agreement and the Electricity Endorsement Contract.

All arrangements for the supply of electricity and the cost thereof shall be exclusively the responsibility of the withdrawing Participant as of the effective date of its withdrawal. The withdrawing Participant specifically waives all claims and rights against the Council, the Supplier, any fund of the Council and the Program.

#### **SECTION 10. INITIAL IMPLEMENTATION OF PROGRAM**

During the first Fiscal Year of operations of this Program, any actions required by this Agreement to be taken by the Assembly or the Council's Board of Directors on or prior to the annual meetings of the Assembly shall be taken on or before such other dates as the Board of Directors shall determine are at the earliest practical times by which such actions could be taken.

#### **SECTION 11. AMENDMENTS**

This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement by the governing bodies of at least one half (1/2) of the Participants.

#### **SECTION 12. RESTRICTIONS**

It is understood and agreed, and the Council and each Participant hereby represent and warrant, that the Council, the Program, the Administrator, the Fiscal Agent and any Participant are not engaged and will not engage in (i) the business of supplying electricity to consumers within the State of Ohio, or (ii) the business of transmitting electricity either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause the Council, this Program, the Administrator, the Fiscal Agent or any Participant to be classified as a public utility under Title 49 of the Ohio Revised Code. It is further understood and agreed that this Program, will be subject to the Public Utilities Commission of Ohio's rules and regulations, as may be further amended or modified, and tariffs, rules and regulations of the EDC, Transmission Provider, ISO and/or RTO.

**SECTION 13. TERM OF THIS AGREEMENT**

It is the express intention of the Participants that this Agreement shall continue for an indefinite term, but in no event shorter than the Program Term, but may be terminated as provided in Section 14.

**SECTION 14. TERMINATION**

In the event that all of the Participants, by duly adopted resolutions have terminated their participation in this Program and withdrawn therefrom, the Council's Board of Directors shall meet, within thirty (30) days following receipt of certified copies of such resolutions, to determine the date upon which this Agreement and the activities and operations of the Program shall terminate and to make recommendations to the Participants with respect to matters which must be resolved upon termination of the Program which are not addressed by this Agreement. All such matters shall be resolved in a manner consistent with the terms and conditions of the Electricity Endorsement Contract(s) and this Agreement.

Notwithstanding the foregoing, the activities and operations of the Program shall terminate if at any time during the term of this Agreement,

- (i) the Council, the Program, the Administrator, the Fiscal Agent or any Participant shall become subject to or materially threatened to become subject to public utility regulation by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission, the U.S. Department of Energy or any other governmental regulatory entity, or
- (ii) the Council, this Program, the Administrator, the Fiscal Agent or any Participant shall be deemed or materially threatened to be deemed to be a public utility for purposes of taxation or by the Public Utilities Commission of Ohio or any other governmental regulatory agency, or
- (iii) the Electricity Endorsement Agreement or this Program Agreement is terminated for any reason or amended by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission or any other governmental agency order in a manner unacceptable to the Board of Directors, or
- (iv) the Board of Directors terminates this Agreement by its majority vote.

**SECTION 15.            MISCELLANEOUS**

This Agreement shall be construed under the laws of the State of Ohio. If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

**SECTION 19.            COUNTERPARTS**

This Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each member and other Participant executing this Agreement shall deliver to the Fiscal Agent a certified copy of the resolution of its governing body authorizing execution of this Agreement.

**SECTION 20.            NOTICES**

All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when (a) personally delivered to the party to receive the notice; (b) deposited in the United States mail, first-class, postage prepaid, addressed to that party listed on Appendix A or at such other address as that party may designate; or (c) delivered by hand or messenger or overnight delivery service or by telephone facsimile transmission, confirmation receipt

**SECTION 21.            ASSIGNMENT**

Each Participant acknowledges and agrees that the Council shall have the right to assign all of its and/or the Fiscal Agent's rights to payments and monies received or to be received from such Participant hereunder and any other rights, remedies and/or obligations hereunder to a third party, and Participant hereby consents thereto.

**IN WITNESS WHEREOF**, the undersigned representatives of the respective Participants, pursuant to the duly adopted authorizing resolution or approval of their governing Boards, have on behalf of their respective Participants signed this Agreement.

OHIO SCHOOLS COUNCIL

By: \_\_\_\_\_  
Executive Director

6393 Oak Tree Boulevard, Suite 377  
Independence, Ohio 44131

Board of  
\_\_\_\_\_

Date of Adoption  
of Approving Board Resolution

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

Address:

Telecopy Number:

Email Address: