

QUESTIONS REGARDING WIN-WIN

1. What gave rise to the original “win-win agreement”?

Historically, school districts were formed by township boundaries and could be changed by local agreement or by the unappealable decisions of the State Board of Education. In 1980, the state legislature placed a moratorium on school land transfers in order to encourage Columbus and its surrounding suburban districts to work out an agreement that would address declining enrollment and revenue loss experienced by Columbus City Schools and the vulnerable position of the suburban school districts relative to the likely annexation of valuable real estate to the Columbus City Schools. The legislature saw that a failure to resolve school district territory issues could hamper future economic growth and development in Central Ohio.

An outside arbitrator was hired, through a grant from the Columbus Foundation, to advocate for a “win-win” solution. As a result, an agreement was reached in May, 1986 by Columbus and the following districts: Canal Winchester Local Schools, Dublin City Schools, Franklin County Board of Education, Gahanna-Jefferson City Schools, Groveport Local Schools, Hamilton Local Schools, Hilliard City Schools, Plain Local Schools, South-Western City Schools, Westerville City Schools and Worthington City Schools.

2. What were the outcomes of the original “Win-Win agreement”?

- 1) Student-centered, shared educational programs and services were cooperatively developed and provided through the establishment of the Franklin County Education Program and School Services Council.
- 2) Stability of school district boundaries was achieved. The “win-win” agreement divided territories into three categories: annexed territory, future annexed territory, and protected territory.
 - a. Annexed territories: Any territory that was part of the Westerville City Schools remained.
 - b. Future annexed territory: Any townships undeveloped property annexed to the City of Columbus (after September 1986) would be removed from the suburban school district and become part of the Columbus City Schools unless all the parties agree otherwise.
 - c. Protected territory: Includes a small number of parcels of land in townships that hadn’t been annexed yet. These parcels were specifically protected so that if they were annexed to the City of Columbus, they would stay in the Westerville City Schools.

- d. Unincorporated land was automatically transferred to the Columbus City Schools, with a few exceptions. (Non-contiguous areas thus became part of the Columbus City Schools for the first time.)
- e. Financial growth in the commercial and industrial property in the common area was shared, with each suburban district's payment limited to \$200,000, subject to additional negotiations. The suburban districts' share was funded for the first three years by the State of Ohio.

3. How does the Westerville City School benefit from Win-Win?

At the time of the 1986 agreement, district representatives felt that the "win-win" agreement served to put an end to the adversarial relationship that had existed for several years between the suburban school districts and Columbus City Schools by creating predictability and stability for school district boundaries. The legislature funded the districts' share of any payment owed to Columbus for the valuation of annexed properties. All properties annexed prior to the 1986 agreement are protected under the agreement. In addition, townships continue to enjoy a protected status.

4. Did Westerville City Schools add any City of Columbus territories to its boundaries through the "win-win" agreement?

No. Contrary to popular belief, the properties that are in City of Columbus and part of the Westerville City School District have always been a part of our district and will continue to be as long as the current agreement is upheld. Westerville City School District has not added new subdivisions from the City of Columbus as part of the agreement.

5. What would happen to school buildings in land transferred to Columbus?
Columbus must assume part of WCS debt, must pay WCS market value of school land and the percent of market value of any school buildings (based on formula including student enrollment).

6. Can we re-negotiate the agreement at any time?

In the 1986 agreement, the Ohio Revised Code stipulated that the agreement could only be terminated by consent of Columbus City School. It took the signatures of all participating districts to slightly modify the agreement. A single district then, could not just state they wish to change the agreement. In 1992, each Board of Education was given the option to terminate its participation in the agreement at the end of any extension period. Each extension period continues for a six year period. The current extension period expires in 2004.

7. What could happen if the agreement were cancelled?
Columbus has the choice of what land they may seek to annex. That is, they may try to annex any and all land they deemed necessary. Columbus can choose, for example, to take only the commercial areas in the City of Columbus. All such annexation requests, however, would have to be approved by the State Board of Education. The agreement currently protects our district's commercial base.
8. Why was the 1992 agreement approved?
On Sept 30, 1992, the Westerville Board of Education unanimously approved this successor agreement and an addendum relative to in-service training. The primary concern of the board at that time was to assure the "stability and predictability of education planning".
9. What was the purpose of the 1992 successor agreement?
The purpose was to provide for the extension of the initial agreement between the Win-Win districts: (Canal Winchester Local Schools, Dublin city Schools, Franklin County Board of Education, Gahanna-Jefferson City Schools, Groveport Local Schools, Hamilton Local Schools, Hilliard City Schools, Plain Local Schools, South-Western City Schools, Westerville City Schools and Worthington City Schools) after the first 5 payment years and to clarify certain provisions regarding shared educational programs and services. In addition, the 1992 agreement sought to permanently establish school district boundaries of territories to be annexed to municipalities and to determine allocation of financial resources among and between school districts. As a result:
 - a) Clarifications were made to the initial agreement as to payments owed by the suburban districts to Columbus City schools based on amendments to the law made by the General Assembly.
 - b) Each Board of Education was given the option to terminate its participation in the agreement at the end of any extension period.
 - c) The Franklin County Education Council was reestablished for the purpose of providing shared education programs and services to be made available to, and for the benefit of, all pupils in the School Districts.
 - d) A calculation was derived to determine the allocation of revenues resulting from non-inflationary increases in the assessed valuation of certain classes of property in the annexed territory. A "cap" amount was determined so that in no event should payment exceed the cap amount for a given fiscal year. This provision stipulated that the districts' payment not exceed the following:

| <u>Payments</u> | <u>Fiscal years</u> |
|-----------------|---------------------|
| \$200,000 | 1991, 1992 |
| \$400,000 | 1993, 1994 |
| \$500,000 | 1995, 1996 |
| \$600,000 | 1997, 1998 |
| \$700,000 | 1999, 2000 |
| \$800,000 | 2001, 2002 |
| \$900,000 | 2003, 2004 |

e) “Future annexed territory” (any area of land that has been or is annexed to a city or village after May 20, 1986) was automatically transferred for school purposes to the school district in which the annexed property is located.

10. Was the Win-win Agreement renegotiated in 1998 when the extension period ended?

No. Westerville City Schools did not exercise its option to renegotiate the terms of the agreement with Columbus City Schools.

11. What provisions are currently in place regarding the annexation of territories identified in the 1986 agreement as “future annexed territories”?

Unless an agreement between two or more boards is reached within 90 days after the effective date of an annexation, future annexed territories are automatically transferred for school purposes to the school district in which the annexed property is located.

12. Can the win-win agreement be terminated?

The extended agreement of 1992 stipulates that each board of education shall have the option to terminate its participation in the agreement effective the end of any extension period. The board must give its written notice to all other participating boards of education and shall cease to be a part to the agreement upon the expiration date of the extension period. At that time, the school district shall have no further rights or obligations under the terms of the agreement. At any time, if any of the boards of education terminates its participation, the Columbus Board of Education has the option to terminate its participation in the agreement.

13. What is the justification for the 1% payment to Columbus City Schools?

The 1% payment is not based upon total tax valuation of those areas but rather is based upon the growth in value of those areas after the agreement was made. It is a form of revenue sharing. Residents and businesses in these areas pay the exact same school tax as everyone else. The students in these areas have always been Westerville City School District students; the payments specified in Win-Win prevent Columbus City Schools from transferring those properties, students and tax bases into the Columbus City School System.

14. What is the WCSD enrollment and how many of those students are in City of Columbus boundaries?

Westerville City Schools has 14,562 students. Of those students, approximately 5,400 reside in areas subject to the Win-Win agreement.

15. In a recent modification to the agreement, Columbus City Schools gave some money back to four districts. How come those particular districts got money back but Westerville did not?

Those were the four poorest school districts at the time of the agreement modification. The agreement stipulated that if a district's per-pupil valuation was less than that of Columbus City Schools', then the district didn't have to make a payment. As soon as a district's per-pupil valuation exceeded that of Columbus City Schools', then they would have to make payments.

16. The tax is on all commercial, residential and industrial property, correct? What about some of the properties along Morse Road – what school district are they in?

That is correct - school taxes are assessed on all commercial, residential and industrial property. The properties along Morse Road are in the Columbus City Schools.