

**Code of Regulations**  
**of the Ohio School Plan,**  
**an Unincorporated Non-Profit Association**

**Article I**  
**Statutory Authority**

The Ohio School Plan is an unincorporated, non-profit association organized on January 31, 2002 pursuant to Section 2744.081 of the Ohio Revised Code, composed of its Members, each of which is a political subdivision as defined in the Ohio Revised Code, which is school-related as determined by the Board. This Code of Regulations shall be the governing document for the operation of the Ohio School Plan, which may exercise all powers granted pursuant to Statute and this Code of Regulations.

**Article II**  
**Purpose**

The Ohio School Plan is created and organized pursuant to and as authorized by Section 2744.081 of the Ohio Revised code. The Plan is an unincorporated, non-profit association of its Members and an instrumentality for each Member for the purpose of enabling Members of the Plan to provide for a formalized, jointly administered self-insurance program to maintain adequate self-insurance protection, risk management programs and other administrative services. Pursuant to Section 2744.081 of the Ohio Revised Code, the Plan is deemed a separate legal entity for the purpose of enabling its Members to obtain self-insurance through a jointly administered self-insurance program.

Membership in the Plan shall consist of Ohio political subdivisions or entities, which are eligible under applicable statute, ruling or law for membership herein, which are school-related as determined by the Board, and which are signatories to agreement for membership. As provided in Section 2744.081(E) (2) of the Ohio Revised Code, the Plan is not an insurance company; its operation does not constitute doing an insurance business and is not subject to the insurance laws of the State of Ohio.

### Article III

#### Definitions

A. Plan

Unless the context dictates otherwise, “Plan” shall mean the Ohio School Plan.

B. Board

“Board” shall mean the Board of Directors of the Plan.

C. General Fund

“General Fund” shall mean those monies contributed by the members to pay the administrative costs of the Plan, to pay the insurance and re-insurance expenses of the Plan and to provide for those reserves necessary for compliance with Ohio Revised Code Section 2744.081(A) (1).

D. Manager

“Manager” shall mean a person or corporation employed by the Board to provide various administrative services including the processing of claims, the placement of insurance/reinsurance and the prevention and/or reduction of the risks covered by the insurance, self-insurance or reinsurance programs adopted by the Plan.

E. General Agent and Marketing Director

“General Agent and Marketing Director” shall mean a person or corporation employed by the Board to provide various agency and marketing services, including the marketing of the Plan to current and prospective new members and the creation of an agency network for the soliciting and servicing of members at the discretion of the General Agent.

F. Member

“Member” shall mean any Ohio political subdivision or entity which is eligible under applicable statutes, ruling or law, for membership in the Plan, which is school-related as determined by the Board, and which has executed an acknowledgement and formalization of membership.

G. Representative

“Representative” shall mean the member’s representative in the Plan. A representative must be a person employed by the member or a person that sits on the member’s board of education.

H. Act

“Act” shall mean Section 2744.081, Ohio Revised Code.

I. Chairperson

“Chairperson” shall mean the Chairperson of the Plan Board of Directors

J. Vice Chairperson

“Vice Chairperson” shall mean the Vice Chairperson of the Plan Board of Directors.

K. Secretary

“Secretary” shall mean the Secretary of the Plan Board of Directors.

L. Acknowledgement of Membership

“Acknowledgement of Membership” shall mean the document executed by the Member acknowledging their duties.

M. Coverage Document

“Coverage Document” shall mean the written policy providing the language of coverage and exclusions, duties of the Plan and duties of the Member.

**Article IV**

**General Powers**

The Plan is authorized in its own name or through its Manager to do all acts necessary to perform and accomplish the purposes set forth herein within the limits and procedures set forth herein including, but not limited to, the following:

- (1) make and enter into contracts;
- (2) incur debts, liabilities and obligations; but no debt, liability or obligation of the Plan is the debt, liability or obligation of any Member of the Plan;
- (3) acquire, hold or dispose of real and personal property;
- (4) employ agents and employees;
- (5) sue or be sued in its own name;
- (6) administer a risk management fund, collect contributions thereto and pay authorized expenses and losses on behalf of its Members;
- (7) recommend loss control procedures and advise and educate Members on cost control and risk reduction;
- (8) provide risk management services, including defense and settlement of claims, purchase insurance, excess insurance and reinsurance as necessary to protect the interests of the Members of the Plan;

- (9) invest in those securities and investments permitted in this state under the Ohio Revised Code;
- (10) accept, reject and terminate memberships in the Plan; and
- (11) award contracts without the necessity of competitive bidding to any person for the purpose of administration and risk management of the Plan as authorized by and consistent with Section 2744.081 (A) (2) of the Ohio Revised Code.

## Article V

### Management

The business and affairs of the Plan shall be managed by its Board, except as otherwise provided by statute or by the Bylaws.

## Article VI

### Membership

Members shall be admitted to the Plan at the discretion of the Manager upon the occasion of both of the following: (1) the executive by the Member of the Acknowledgement of Membership certifying that the Member has taken all action in accordance with law to become a Member of the Plan and agreeing to be bound by this Code of Regulations, the Joint-Self Insurance Agreement, and the Administration Agreement, and (2) the issuance to the Member of a Member Certificate of Declarations containing the Plan's certificate number or a coverage binder containing the Plan's binder number, as the case may be.

## Article VII

### Meetings

A. Annual Meeting

An annual meeting of the Members of the Plan may be held on a date and at a time and location to be determined by the Board.

B. Special Meetings

Special meetings of the Members of the Plan may be held at any time pursuant to a resolution of the Board of Directors.

C. Notice of Meeting

Written notice stating the time, place and purpose of every meeting whether annual or special of the Members shall be given either by personal delivery or by mail not less than seven (7) but not more than sixty (60) days before the date of the meeting. Provided however, that no failure or irregularity of notice of any annual meeting or special meeting requested pursuant to paragraph B hereof shall invalidate such meeting or any action or proceeding taken at such meeting.

D. Quorum

Two thirds of those Members in attendance at a special meeting requested pursuant to paragraph B hereof shall constitute a quorum for the transaction of business at such meeting.

E. Board Meetings

The Board of Directors of the Plan conduct regular meetings a minimum of two (2) times per year at a place and time deemed mutually convenient by the Board. Attendance at the regular meetings of the Board shall be open to the Members of the Plan.

## Article VIII

### Obligations of Members

The obligations of Members shall be as follows:

- a) to promptly pay all contribution payments to the Plan;
- b) to select a person to serve as Representative to the Plan and to make said Representative available as necessary to meet with Plan's agents, administrator, or other representatives, to effectuate the Plan;
- c) to allow the Plan or agents of the Plan reasonable access to all facilities of the Member and all records which relate to the purpose and powers of the Plan;
- d) to do those acts required by law to allow the Manager, agent or attorney employed by the Plan to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of risk management and protection furnished by the Plan;
- e) to furnish full cooperation with the attorneys, claim adjusters, managers and any agent, employee, officer or independent contractor of the Plan relating to the purpose or power of the Plan.

- f) to follow in its operations all loss reduction and prevention procedures established by the Plan within its purpose and powers.
- g) to report to the Plan as promptly as possible all incidents which could result in the Plan being required to consider a claim for losses to Members' property or injuries to persons or property within the scope of risk management underwritten by the Plan; and
- h) any failure to comply with such obligations shall be handled by the Manager of the Plan pursuant to the terms of the Members' Coverage Document and Acknowledgement of Membership.

### **Article IX**

#### **Fiscal Year**

The Plan shall maintain a fiscal year commencing January 1<sup>st</sup> of each year through December 31<sup>st</sup> of each year.

### **Article X**

#### **Duties of the Manager**

The Manager shall have general and active management of the business of the Plan. This management includes, but is not limited to, underwriting, program development, claim administration, Member coverage document issuance and service, general Member service, distribution of funds to reinsurers, coordination of Plan loss control services, assisting the marketing of the Plan, and coordinating all Plan Board meetings. In addition, the Manager shall perform such duties as may be set forth in any written agreements between the Plan and the Manager.

When requested by the Board, the Manager shall serve as a member of a standing committee or otherwise serve on a Board committee. The Manager shall attend all Board meetings.

When necessary or proper, the Manager shall endorse on behalf of the Plan for collection, checks, notes and other obligations and shall deposit them to the credit of the Plan in a designated bank or depository. The Manager shall sign all receipts and vouchers for payment made to the Plan. The Manager shall sign individually on behalf of the Plan or jointly with such other officers as may be designated by the Board: all checks, promissory notes and other obligations of the Plan when directed by the Board.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Plan shall be signed by the Manager or its representatives and in such manner as shall from time-to-time be determined by resolution of the Board.

The Manager shall provide to the Board at each regularly scheduled Board meeting required and requested reports with regard to the status of its work for the Plan, problems encountered during the performance of its duties and recommendations for improvements in the performance of the Plan.

### **Duties of the General Agent and Marketing Director**

The General Agent and Marketing Director shall have general and active management of the advertising, sales and marketing of the business of the Plan. This includes, but is not limited to, new Member solicitation, Member contribution collection, Plan advertising, official liaison of the Plan with media, coordination of regional and statewide membership meetings and convention activities, and liaison between the Plan and other groups and associations. In addition, the General Agent and Marketing Director shall perform such duties as may be set forth in any written agreement between the Plan and the General Agent.

### **Active XI**

#### **Office of the Plan**

The Office of the Plan for purposes of service of notice and process shall be:

Hylant Administrative Services, LLC  
Attention: Ohio School Plan Manager  
811 Madison Avenue  
11<sup>th</sup> Floor  
Toledo, OH 43604

### **Article XII**

#### **Termination**


The Plan shall cease its activities upon a three-fourth (3/4) vote of the Board to such effect. The Plan shall be administered by the Board holding office on the effective date of the termination until all of the Plan's affairs are completed. Any assets or property of the Plan remaining after the Plan is completed shall be distributed as determined by the Board to and among the current Members at the date of the termination.

**Article XIII**

**Amendments**

This Code of Regulations may be altered or amended or repealed by the affirmative vote of a majority of the Board of Directors then in office at any regular or special meeting called for that purpose.

I hereby certify that the above Code of Regulations was adopted on the 15<sup>th</sup> day of February, 2010.

  
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Ohio School Plan, Secretary