



NOACSC

AGREEMENT/ BYLAWS

FOR THE ESTABLISHMENT OF THE

NORTHWEST OHIO AREA COMPUTER SERVICES COOPERATIVE

AS A

REGIONAL COUNCIL OF GOVERNMENTS

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AGREEMENT
FOR THE ESTABLISHMENT OF THE
NORTHWEST OHIO AREA COMPUTER SERVICES COOPERATIVE
AS A
REGIONAL COUNCIL OF GOVERNMENTS

This Agreement regarding the reorganization of the Northwest Ohio Area Computer Services Cooperative as a regional council of governments pursuant to Chapter 167 of the Ohio Revised Code (the “Agreement” or “COG Agreement”), amending and superseding the prior Consortium Agreement (defined below), is made and entered into by and between the original parties to that Consortium Agreement, as well as subsequently joined members and participants in the Information Technology Center known as the Northwest Ohio Area Computer Services Cooperative (“NOACSC”).

RECITALS

WHEREAS, certain boards of education of school districts entered into an agreement in 1980 for the purpose of providing cooperatively for the acquisition, management, operation, use, maintenance and repair of certain data processing equipment and services and qualifying for participation as an information technology center (“ITC”) in the Ohio Education Computer Network (“OECN”) under Ohio Revised Code Section 3301.075 (that agreement, as subsequently amended from time to time, is referred to as the “Consortium Agreement”); and

WHEREAS, Ohio Revised Code Section 3301.075 was amended in 2001 to permit participation in the OECN by school districts organized as regional councils of governments (“COGs”) under Ohio Revised Code Chapter 167, as opposed to statutory consortiums under Ohio Revised Code Section 3313.92; and

WHEREAS, the participants in the ITC consortium known as NOACSC have determined that organization as a regional council of governments would be advantageous in terms of governance, administration, and operational flexibility; and

WHEREAS, the participating school district members of NOACSC (referred to in this Agreement as the “Members”) have accordingly determined to amend and replace the Consortium Agreement in its entirety by the adoption of this COG Agreement, to provide for the reorganization of NOACSC under Ohio Revised Code Chapter 167 in compliance with Ohio Revised Code Section 3301.075 and Ohio Administrative Code Chapter 3301-3 and the rules and regulations of the Ohio Department of Education (the “ODE Rules”); and

WHEREAS, following approval by the boards of education of at least two-thirds of the all NOACSC Members, and the execution of this Agreement by those Members, this Agreement shall supersede and replace the Consortium Agreement;

NOW THEREFORE BE IT AGREED by and among the Members of NOACSC that NOACSC shall be reorganized and constituted as a regional council of governments (the "NOACSC COG"), retaining the name "Northwest Ohio Area Computer Services Cooperative" and having the following characteristics and powers:

Section 1. Fiscal Year. The fiscal year of the NOACSC COG (hereinafter referred to simply as "NOACSC") shall be the twelve-month period beginning July 1 and ending June 30 (the "Fiscal Year").

Section 2. Cooperative Arrangements for Information Technology Services. On behalf of its Members, NOACSC may undertake arrangements for the cooperative administration and provision of information technology services to its Members and for participation in OECN as an ITC, all in order to continue participation in the OECN in accordance with applicable laws, the NOACSC COG Agreement and Bylaws, each as may be amended from time to time. NOACSC shall at all times provide the services required to qualify for state-funded assistance. Those services may include, but are not limited to: (a) fiscal services, including accounting (cash basis with generally accepted accounting practice extensions), payroll/personnel, and fixed asset accounting; (b) student records management, including provisions for student scheduling, grade reporting, attendance tracking, and tracking of special education needs; (c) state-mandated data reporting, including access to appropriate Ohio Department of Education databases and software applications; (d) library automation, curricular resources, and educational technology services to support academic content standards and effective instruction; and (e) Internet access and networking services, including e-mail and support of data exchange between Members and across different information technology centers and their constituent members.

NOACSC, on behalf of Members, may share equipment for computer systems or support services among and between multiple information technology centers in order to increase operational efficiencies, lower operating costs, and/or to improve service reliability; execute contractual agreements with Members across all core service areas specifying the areas of service, responsibilities of the Program and the Member for each area of service, and establish quality implementation standards for each area of service; repair and maintain the network and equipment for accessing the Internet; coordinate and manage an integrated services network; hold a valid permit and maintain compliance with the criteria established by ODE rules for that permit; comply with Ohio Revised Code Section 3301.075 and with the appropriation provisions contained in the most recent budget enacted by the Ohio General Assembly; provide all reports required by ODE rules plan; implement a written security policy and implement and provide a written copy of a data retention policy to all Members in accordance with the ODE rules; take all other actions required in order to meet the responsibilities of NOACSC and its Members and to meet the performance requirements prescribed by law and ODE rules; and exercise, pursuant to authorization by the Board of Directors, any of the powers vested by law in regional councils of government under Chapter 167 of the Ohio Revised Code.

NOACSC shall, on behalf of the Members and as authorized by the Board of Directors, and subject to all applicable ODE rules and to the availability of funds lawfully appropriated and on deposit in, or in the process of collection for deposit in, the Program Fund created under Section 4 of this Agreement: (a) employ staff necessary for NOACSC operations and be responsible for

payment of their compensation and benefits; (b) make arrangements for one or more sites to house the NOACSC staff and equipment and enter into any leases or other agreements for the use of facilities for those sites; (c) make arrangements for the maintenance of the equipment and the sites housing that equipment and the Program staff and contract for the maintenance, insurance and repair thereof; and (d) arrange for the acquisition by lease, purchase, or lease with an option to purchase, facilities, equipment, software, and supplies for use by the employees and Members in connection with NOACSC programs, for which purposes it may issue securities or make other financing arrangements as authorized by law.

Section 3. Management and Operation of the Program.

(A) Assembly. The Assembly shall be constituted as that group of persons consisting of all Superintendents and Treasurers in the school districts/service centers who are Members of NOACSC. Membership in the Assembly shall be *ex officio* and confer voting rights only during such time as such persons hold the office of Superintendent or Treasurer. A person officially employed as Superintendent or Treasurer *pro tempore*, or an on interim basis, may vote on Assembly matters. No Member district or service center may have more than two votes in the Assembly.

Organizations that are not Members of NOACSC but that are Program Participants as defined in Section 11 of this Agreement may be represented in the Assembly to the extent provided in Section 12 of this Agreement.

The Assembly shall have the authority to determine the following matters:

(1) Membership of the Board of Directors, to be elected by a majority vote from among those persons then serving as members of the Assembly. except that no person who is serving as a Superintendent or Treasurer on a *pro tempore* or interim basis may be elected to the Board.

(2) Amendments to the NOACSC Agreement, which must be approved by a two-thirds vote of the entire Assembly.

(3) Dissolution of NOACSC, which must be approved by a two-thirds vote of the entire Assembly.

The manner of voting, the scheduling of meetings, and other matters relating to the activities of the Assembly shall be as set forth in the NOACSC Bylaws.

(B) Board of Directors. The Board of Directors shall be constituted as follows:

Two (2) Directors shall be elected from Member Districts/Educational Service Centers in each of the following counties: Allen, Hancock, Mercer, Paulding, Putnam, and Van Wert, for a total of twelve (12) Directors. For each county so represented, one Director shall be a Superintendent and one shall be a Treasurer. Two (2) Directors shall be elected At-Large from Member Districts/ESCs located in any counties not specified above. Of these two (2) At-Large Directors, one shall be a Superintendent and one shall be a Treasurer.

Additional Members joining NOACSC after the effective date of this Agreement shall be represented in accordance with Section 11 of this Agreement.

The Board of Directors of NOACSC shall have the following specific powers and duties in connection with the management and operation of NOACSC, provided that the exercise of any of these powers shall be subject to the availability of funds lawfully appropriated and on deposit in the Program Fund (established in Section 4 of this Agreement) or in the process of collection for deposit in the Program Fund:

- (1) It shall oversee the operation of NOACSC.
- (2) It shall consider, approve and establish the programs, services, and facilities to be offered by NOACSC to Members and their teachers, staff, and students, and the policies for their operation; it shall authorize any sale of services or products to persons and organizations that are not Members, subject to the provisions of Section 11 of this Agreement; and it shall authorize all contracts to be entered into between NOACSC and other persons and entities.
- (3) It shall authorize expenditures to be made for NOACSC programs.
- (4) It shall employ a Fiscal Officer for NOACSC, or contract for the services of a Fiscal Officer through a public school fiscal agent board of education or other entity having comparable fiscal management resources; provided, however, that if a fiscal agent entity is utilized, the function of such entity shall be limited to the performance of fiscal management services and such other administrative functions as may be agreed, and such entity shall not be the legal employer of NOACSC personnel or have a role in NOACSC governance. If a fiscal agent entity is utilized, NOACSC and its Members shall collectively hold such fiscal agent entity harmless for any liabilities, obligations, claims, damages, penalties, causes of action, costs, or expenses relating to the operation and activities of NOACSC.
- (5) It may establish advisory committees from time to time in accordance with the NOACSC Bylaws, to advise the Board of Directors with respect to NOACSC operations.
- (6) It shall authorize the employment of any staff necessary for NOACSC operations and establish their salaries, benefits, and work and disciplinary rules. It may contract for services or enter into lease agreements on such terms as it may approve.
- (7) It shall determine the fees and charges for special services, supplies, or equipment not included in each Member's share of the costs of NOACSC operations.
- (8) It shall authorize the acquisition of any facilities, data processing equipment, and related assets for NOACSC operations and establish rules concerning the use and operation of such facilities, equipment, and related assets.
- (9) It shall authorize the issuance of securities and make other financing arrangements for the acquisition of property and related services to the extent authorized by law.
- (10) It shall determine matters relating to the operation of NOACSC, including but not

limited to: (a) appropriations for Program Costs (defined in Section 8 of this Agreement), (b) each Member's share of Program Costs, (c) expansion or modification of facilities and services to be included in the Program, (d) methods for allocating the amount of time that data processing and related assets may be used by each Member, (e) the admittance of new Members to the Program, and (f) disqualification of Members from participation in the Program.

(11) The Board of Directors may, by affirmative vote of a majority of Board members and upon certification to the Board by the Fiscal Officer of NOACSC that the proposal is within the limits of the NOACSC's resources, amend appropriations for NOACSC operations.

Provision for the election of members to the Board of Directors, their term of office, the appointment of officers, and other matters relating to the constitution and operations of the Board shall be as set forth in the NOACSC Bylaws.

Section 4. Program Fund. There is hereby established the NOACSC Program Fund ("NOACSC Program Fund" or "Program Fund") that shall be maintained by the Fiscal Officer of NOACSC as a separate fund for the payment of costs of NOACSC programs and operations. The Board of Directors may from time to time authorize and direct the Fiscal Officer to establish separate accounts or subaccounts within the Program Fund. The Program Fund, consisting of the accounts and subaccounts as may be established from time to time, shall be subject to the laws of the state concerning the investment and management of public funds, and shall be subject to audit and inspection by the Auditor of State.

The Fiscal Officer shall deposit in the Program Fund all money received from the State Department of Education for the Ohio Education Computer Network, all money received from the Members, the Program Participants and from any other source for payment of costs of NOACSC operations. Investment income earned on money and investments held for the credit of the Program Fund shall be credited to the Program Fund. Money and investments held to the credit of the Program Fund shall be disbursed by the Fiscal Officer as provided in this Agreement for payment of costs of the Program.

Section 5. Duties of the Fiscal Officer; Disbursements from Program Fund. The Fiscal Officer shall: (a) submit to the Ohio Department of Education requests for financial assistance; (b) receive money from the State Department of Education for the COG and deposit, invest and disburse that money as provided in this Agreement; (c) take such other actions as may be necessary or appropriate to facilitate the participation of NOACSC as an ITC in the Ohio Education Computer Network or as otherwise may be requested by the Board of Directors; and (d) perform such other services as may be required in the capacity of chief fiscal officer. Under no circumstances shall the Fiscal Officer incur any obligations for costs or expenses in connection with the performance of those duties that exceed the total unspent amount appropriated under this Agreement for the Program Costs (as defined in Section 8 of this Agreement) to be incurred by NOACSC and on deposit in, or in the process of collection for, the account held by the Fiscal Officer for payment of those costs and expenses.

The Fiscal Officer shall disburse money in the Program Fund for payment of costs of NOACSC programs and operations in accordance with this Agreement. The Fiscal Officer shall

provide the Board of Directors with such documentation concerning those services and expenses as the Board of Directors may reasonably request. Additional disbursements may be made by the Fiscal Officer from the Program Fund for payment of any other costs approved by the Board of Directors, upon the direction of the Board of Directors. Those disbursements may, in the case of the acquisition of equipment or other permanent improvements, be made directly to the equipment vendors or other third parties, as directed by the Board of Directors and consistent with applicable laws.

The cost of the lease, purchase, or lease with an option to purchase, of such equipment shall be payable solely from moneys appropriated for those costs on deposit in, or in the process of collection for, the Program Fund. In the event that any such improvement is subject to statutory competitive bidding procedures, the Board of Directors shall be responsible for causing any required advertisements for bids, bidding documents, or contracts to be prepared. Any contract for such improvements shall be executed by the Executive Director and/or the Fiscal Officer of NOACSC on behalf of the Members in accordance with the recommendations and determinations of the Board of Directors.

All costs and expenses incurred by NOACSC in connection with the foregoing shall be Program Costs payable from the Program Fund, provided that such costs and expenses are within the limits of the total unspent amount appropriated for Program Costs and on deposit in, or in the process of collection for, the Program Fund.

The Fiscal Officer shall be responsible for maintaining financial records relating to all services and expenses provided or incurred by NOACSC in connection with NOACSC programs and those records shall be subject to inspection by the Board of Directors. Financial records shall also be made available to the Ohio Department of Education within 60 days of the end of each fiscal year, in an electronic format as specified by the Department.

Monthly, the Fiscal Officer shall submit a written report to the Board of Directors showing for the prior month the costs of the Program, the receipts of the Program, and the condition of the funds and accounts maintained pursuant to this Agreement and such other data as the Fiscal Officer may deem appropriate or the Board of Directors may request.

Section 6. Program Facilities.

(A) Sites. The Board of Directors of NOACSC shall make arrangements for one or more sites to house the equipment and the staff for NOACSC operations. Costs of operating and maintaining those sites, including the costs of maintaining fire and extended coverage and public liability insurance on such sites and providing heat, electricity, custodial service, and restrooms for such sites, shall be operating costs of NOACSC payable from the Program Fund. If sufficient money to pay those costs is not received from state or other financial assistance programs, those costs shall be assessed to the Members and Program Participants pursuant to this Agreement. In the event that a Member provides space in its facilities to serve as a site for NOACSC operations, the Member may enter into any contracts necessary for the maintenance and insuring of those facilities and may receive compensation from NOACSC for the proportion of those costs attributable to the facilities comprising the site, as determined and approved by the Board of Directors.

(B) Equipment, Software, Supplies, and Materials. Unless otherwise approved by the Board of Directors, title to all NOACSC equipment, software, supplies and materials shall be held in the name of the NOACSC COG on behalf of the Members, and transfer of such title and ownership from the fiscal agent designated under the prior Consortium Agreement is hereby authorized. The operation, maintenance, repair, replacement and disposition of all equipment, software, supplies, and materials shall be subject to the directives of the Board of Directors, within the provisions of this Agreement and applicable state laws. The quantity, characteristics, capability, and type of any new or replacement equipment, software, supplies or materials shall be determined by the Board of Directors. At the time it is determined to be necessary to acquire and install additional or replacement equipment, software, supplies, or materials, the Board of Directors shall include the costs for such acquisition and installation in its estimate of Program Costs prepared pursuant to this Agreement. If sufficient moneys to pay the costs for the acquisition and installation of any such equipment, software, supplies or materials is not received from State or other financial assistance program, those costs shall be allocated and assessed to the Members in accordance with this Agreement. Under no circumstances, however, shall the Board of Directors or the Fiscal Officer have the power to approve the purchase of equipment, software, supplies or materials in an amount, less any state or federal reimbursement, which exceeds the total unspent amount appropriated for costs of that equipment, software, supplies or materials and remitted to the Fiscal Officer or NOACSC by the Members pursuant to this Agreement, except as may be permitted by law.

Section 7. Insurance. NOACSC shall make arrangements for securing and maintaining property/casualty insurance, liability insurance, and other forms of insurance that it may deem necessary in such amounts as are reasonably necessary to protect the interests of NOACSC, its Members, officers, employees, and agents. In the event of damage to or destruction of the equipment or facilities of the Program, upon a determination by the Board of Directors that the proceeds of insurance and other available funds of the Program are sufficient therefor, the NOACSC COG may cause replacement to be made of such equipment or facilities and deposit the balance of insurance proceeds, if any, to the Program Fund. In the event a claim shall be paid by an insurance company upon the loss of or damage to the equipment or the facilities of the Program staff, the deductible amount of any insurance policy insuring that equipment or those facilities damaged or destroyed shall be deemed a Program Cost and assessed to the Members pursuant to this Agreement. In the event that the insurance proceeds and the balance in the Program Fund are insufficient to pay the cost of replacing equipment or facilities damaged or destroyed, and the Board of Directors determines that without replacement of that property it is not feasible for NOACSC to continue its operations, then the aggregate of the insurance proceeds and the balance in the Program Fund remaining after payment of all liabilities of NOACSC shall be distributed to all Members in the same proportion as that described in Section 15 hereof for surplus remaining upon termination of the Agreement.

Section 8. Estimate of Program Costs; Payments by Members. On or before June 1 in the Fiscal Year preceding the Fiscal Year for which the following estimates are made, the Board of Directors shall provide each Member with an estimate of each Member's share of the Program Costs. The estimates shall be presented in enough detail so that the Members can determine their sufficiency.

The Board of Directors subsequently shall review the estimated budget and determine whether the estimated budget should be modified based on more current information available. The Board of Directors shall provide an updated budget to the Members on or prior to June 30, updating the estimate of Program Costs and each Member's share of those Program Costs.

Each Member shall, on or before July 15 of the Fiscal Year for which that budget was estimated, appropriate its share of the Program Costs included in that budget.

Each Member shall remit its share of the Program Costs to the Fiscal Officer in accordance with a schedule established by Executive Director and the Fiscal Officer or as otherwise may be directed by the Executive Director to comply with the terms of any contracts with any third party parties.

If the aggregate of the contributions of the Members and the financial assistance received from the state or other sources shall prove to be insufficient to pay Program Costs for that Fiscal Year, as determined by the Board of Directors, the Board of Directors shall promptly notify in writing each Member of such additional Program Costs and the amounts of such deficiencies and of each Member's share of such additional costs. Each Member shall appropriate the amount stated in such notice and remit the same to the Fiscal Officer within the time set forth in the written notice.

Failure by a Member to appropriate and remit any of its share of the Program Costs pursuant to this Agreement within 90 days after the same shall become due shall be deemed a withdrawal by such Member from the Program, unless the Member has petitioned the Board of Directors for an extension of time for payment and the Board of Directors has, by resolution, approved such an extension to a date certain. Any Member deemed to have withdrawn from NOACSC under this paragraph shall forfeit any claims to NOACSC assets. By action of the Board of Directors, a Member deemed withdrawn under this paragraph may be reinstated to Membership upon such conditions as determined by the Directors in their sole discretion.

Under no circumstances shall the Board of Directors or NOACSC have the power to incur obligations for Program Costs in an amount, less any state or federal reimbursement, which exceeds the total unspent amount appropriated for Program Costs and on deposit in, or in the process of collection for, the Program Fund, except as may be permitted by law.

Section 9. Applications for Financial Assistance and Reimbursement of Program Costs.

Upon the direction of the Board of Directors, NOACSC shall apply to the appropriate division or agency of the state or federal governments or to private organizations for funds or financial assistance for the Program. Any funds received by NOACSC shall be deposited in the Program Fund and disbursed for costs of operations in accordance with this Agreement. To the extent applicable laws or policies require an application for financial assistance to be made in the name of a board of education, a Member may apply for that assistance upon the request of the Board of Directors. Any funds received by a Member on behalf of NOACSC from such sources shall be deposited and disbursed for costs of the Program in accordance with the grant and applicable laws.

Section 10. Withdrawal of a Member. Any Member wishing to withdraw from membership in NOACSC shall notify the Board of Directors in writing no later than July 15 preceding the beginning of the Fiscal Year in which the Member seeks to withdraw from

NOACSC Such intention must be documented by a duly adopted resolution of the board of education/governing board of the Member, except as provided in Section 8 hereof. The Member shall remain responsible for its share of Program Costs through the end of the Fiscal Year in which notification is given.

Any Member that withdraws from NOACSC shall forfeit any claims to NOACSC assets. Upon withdrawal under this Section, the withdrawing Member may not again become a Member until it has fully complied with the procedures contained in Section 11.

Section 11. Additional Members; Contracted Services.

(A) Additional Members. The board of education of any school that is a political subdivision of the State of Ohio or the governing board of any educational service center within the State of Ohio may apply to the Board of Directors to become a Member of NOACSC. Such application shall be submitted in writing, accompanied by a duly adopted resolution of the applicant's board of education or governing body requesting inclusion in NOACSC. The authorizing resolution of the applicant's board of education or governing body also must authorize and approve the execution of the NOACSC Agreement and Bylaws. Following receipt of such application and resolution, the Board of Directors shall determine whether and when the applicant should be included in NOACSC. The applicant shall be a Member in NOACSC if such inclusion is approved by the Board of Directors, the applicant executes and delivers this Agreement to the Board, and the applicant appropriates and remits to the Fiscal Officer of NOACSC an initial monetary assessment for Program Costs in an amount determined by the Board of Directors. The applicant shall thereafter be a Member under this Agreement and as such assessed its portion of the Program Costs by the same method and using the same formula as any other Member, in accordance with this Agreement.

Additional Members shall be represented in the Assembly and on the Board of Directors in the manner set forth in Section 3 of this Agreement. If, through the addition of a new Member or Members, all of the school districts and educational service centers within a given county are Members of NOACSC, then that county will be given separate county representation in the manner set forth in Section 3 and the Members within that county shall not be represented (or no longer represented) as At-Large Members. This reconstitution of the Board of Directors to provide additional separate county representation in such circumstances shall not require the amendment of this Agreement.

(B) Contracted Services. Any organization within or without the State of Ohio, including any cooperative education school district as classified pursuant to R.C. Section 3311.01 or any public community school as classified pursuant to R.C. Section 3314.01 or any other public educational entity as determined by the Ohio Department of Education from time to time, may contract with NOACSC to receive services or products from the COG without becoming a Member of the Council (a "Program Participant"); provided, however, that the Board of Directors determines, prior to entering into any such contract, that: (i) the COG will receive fair value for the services or products being provided, (ii) performance of the contract will not impair the ability of NOACSC or the Members to perform their respective obligations under this Agreement and will not disrupt or diminish the services or products provided to the Members, and (iii) payments received by NOACSC for the services or products being provided under the contract shall be deposited in the Program Fund and applied to the payment of costs of the Program.

Section 12. Representation in COG by Program Participants.

All organizations that are Program Participants contracting with NOACSC to receive Program services or products under Section 11(B) of this Agreement may be represented collectively by a single representative (the “Non-Member Representative”). The Non-Member Representative shall have one vote in the Assembly on Assembly matters and shall be invited to attend Board of Directors meetings as a nonvoting *ex-officio* member.

The individual elected to serve as the Non-Member Representative shall be selected by a caucus or other coordinated action of the Program Participants, and shall be currently serving as an administrative employee or officer of a Program Participant. In the event there is a vacancy in such representative position, the governing body of the Program Participant where that individual was employed shall identify to NOACSC an administrative-level employee to serve in such capacity for the balance of any existing term. If the Program Participants should for any reason fail to select such representative, the Chairman of the Board of Directors may appoint an administrative-level employee of any Program Participant to serve as the Non-Member Representative.

Section 13. Amendments. This Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment, or supplement by two-thirds of all the members of the Assembly. Following such approval, the amendment, modification, or supplement shall thereupon become binding upon all Members and Program Participants. A copy of the amending document shall be sent to the Ohio Department of Education, to the attention of the State Superintendent of Public Instruction.

Section 14. Assignability. No interest of a Member herein shall be assigned unless such assignment is authorized by law and consented to by the representatives of all the Members.

Section 15. Term and Termination. It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

The Program may be terminated upon a two-thirds affirmative vote of both the Board of Directors and the Assembly. Any termination of the Program will take effect on a date to be determined by the Board of Directors.

Unless otherwise agreed according to the terms hereof, upon termination of the Agreement the Board of Directors shall direct the sale or other disposition to be made of all equipment and facilities purchased with funds of NOACSC, by procedures prescribed by law and for the highest value obtainable. After payment of all known obligations of NOACSC, any surplus remaining shall be distributed to the Members in each case in the same proportion to the total remaining as the amount of such Member’s total share of the costs of those facilities incurred over the life of the Agreement bears to the total costs incurred by all Members over the life of the Agreement.

Section 16. Effectiveness and Counterparts of the Agreement. This Agreement shall replace the Consortium Agreement effective as July 1, 2012. The Agreement may be signed in separate counterparts on behalf of any one, or more than one, of the Members without necessity for any one counterpart to be signed on behalf of all. Separately signed counterparts shall be filed

with the Executive Director of NOACSC and shall together constitute one Agreement.

Section 17. Notices. Any notice to a Member required to be in writing shall be deemed given if (i) left at the office of a representative to the Assembly of such Member, or (ii) deposited in the United States mail, postage prepaid, by first-class mail addressed to any such representative or (iii) delivered through the NOACSC's electronic mail system, provided there has been confirmation of the receipt of such electronic mail (which confirmation may be by electronic means).

NORTHWEST OHIO AREA COMPUTER SERVICES COOPERATIVE

BYLAWS

I. AUTHORITY

Pursuant to Section 167.04 of the Ohio Revised Code, the Members of the Northwest Ohio Area Computer Services Cooperative (“NOACSC”) have adopted these Bylaws by majority vote.

II. BOARD OF DIRECTORS

A. The Board of Directors shall consist of the number of Directors provided for in the Agreement for the Establishment of the Northwest Ohio Area Computer Services Cooperative, as that document is amended from time to time (the “Agreement”). The initial Board of Directors as of July 1, 2012, for each separately represented county, shall be constituted of the same individuals, serving the same terms or remaining terms, as were duly seated on the NOACSC Consortium Board prior to such date, any other provisions of these Bylaws notwithstanding.

The initial two (2) Board of Directors representing At-Large Members as of July 1, 2012 shall be those persons elected through the cooperative action of the At-Large Members prior to July 1, 2012. If no such cooperative action has occurred prior to July 1, 2012, the initial At-Large Directors shall be appointed by the Board of Directors from among the sitting Superintendents and Treasurers of the At-Large Members (one Superintendent and one Treasurer). The initial At-Large Directors shall serve for a term of two and one-half years, and shall thereafter be elected to two-year terms.

B. Annually, on or before the last day of December, the Members in each county represented separately on the Board of Directors, as well as the Members represented on the Board of Directors on an At-Large basis, shall conduct an election to elect their Directors. For Members in separately represented counties, a meeting or other appropriate means of conducting such election may be established and scheduled by the Educational Service Center Superintendent, or by such other means as may be determined by a majority of such Members.

C. Persons serving on the Board of Directors shall be elected to two (2) year terms. Any vacancy on the Board of Directors shall be filled by majority vote of the Board of Directors for the remainder of the vacated term.

D. A quorum shall consist of a majority of the Board of Directors members.

E. The Board of Directors shall meet at least four (4) times a year. Additional meetings may be called by the Chairperson or a majority of the Directors. Any member of NOACSC may appear in the person of a Superintendent or Treasurer (or the designee of either) at the Board meetings and may petition to be heard.

F. The Directors shall not be liable for any action taken or omitted in good faith or for any action taken or omitted by any individual, firm, corporation, or other organization selected with reasonable care.

III. OFFICERS

The Officers of NOACSC shall consist of a Chairperson, a Vice-Chairperson, and a Secretary, and shall be elected at the first calendar meeting each year of the Board of Directors.

IV. DUTIES OF OFFICERS

A. Chairperson

The Board of Directors shall elect one (1) of its members as Chairperson to serve for a term of one (1) year.

The Chairperson shall:

Preside at all meetings of the Board of Directors and the Assembly;

See that agendas for the above meetings are prepared and send one (1) week in advance of each meeting;

See that an annual report is prepared on activities of NOACSC's ventures; present it to the Board of Directors and distribute it to the boards of the member districts.

B. Vice Chairperson

The Board of Directors shall elect one (1) of its members as Vice Chairperson to serve a term of one (1) year.

The Vice Chairperson shall:

Preside in the absence of the Chairperson;

Succeed to the office of Chairperson, should it be vacated before the end of a term and;

Assist the Chairperson in the discharge of his or her duties.

C. Secretary

The Board of Directors shall elect a Secretary for a term of one (1) year.

The Secretary shall:

Keep and distribute to all NOACSC members a full and accurate record of proceedings and transactions of meetings of the Board of Directors; and

Perform other duties assigned by the Chairperson.

V. ADMINISTRATION OF NOACSC

The Board of Directors may adopt such rules and regulations for the administration of NOACSC as they deem necessary or appropriate.

The Board of Directors shall employ an Executive Director and such other supervisory or administrative personnel as it may deem necessary and appropriate.

In accordance with the Agreement and the provisions of Ohio law, the Board of Directors shall provide for the employment of a Fiscal Officer.

VI. MEETINGS

A. Regular meetings of the Board of Directors shall be as scheduled by the Board of Directors, not less than four times per year. Any meeting may be cancelled by agreement of a majority of the Directors or by action of the Executive Director in the event of hazardous weather conditions or other appropriate cause.

B. Special meetings of the Board of Directors may be held at any time upon the call of the Chairperson or the majority of the Directors at any location as designated by the Chairperson.

C. Written notice of the time and place of each regular meeting shall be sent to each Director seven (7) days prior to said meeting. Special meetings may be called by informing the Directors of the time, place and purpose of said meeting at least two (2) days prior to such meeting.

D. The quorum for all meetings of the Board of Directors shall consist of a simple majority of the Directors, provided that proper notice of said meeting has been given in accordance with the provisions contained in these Bylaws, unless the presence of a larger number of Directors is required by law, the Agreement and Constitution or these Bylaws.

E. Meetings of the Board of Directors shall be conducted in accordance with the Ohio Public Meeting Law (Ohio Revised Code Section 121.22). By contacting the Chairperson of the Board of Directors:

1. Any person may obtain information regarding the time and place of any regularly scheduled meeting, and the time, place and purpose of any special meeting;

2. Any news media representative may request advance notice of any special meeting;

3. Any person may, upon payment of a reasonable fee or upon providing a sufficient number of self-addressed, stamped envelopes, request reasonable advance notice of all meetings at which a specific type of business is to be discussed.

F. Minutes of any meeting shall be recorded, approved by the Board of Directors, maintained, and open to public inspection as required by law.

VII. COMMITTEES

The Board of Directors may create standing committees and prescribe their respective duties. The members of such committees shall be appointed by the Chairperson, with the approval of the Board of Directors. The Chairperson, with the approval of the Board of Directors, may appoint such special committees as he/she deems necessary and such committees shall serve at the pleasure of the Chairperson. No committee has the authority to take any official action; committees make recommendations for official action to the Board of Directors. Committees may be drawn from Board of Directors, the Members, contracting organizations of NOACSC, or from other sources, at the pleasure of the Chairperson and the Board of Directors.

VIII. AMENDMENTS

These Bylaws may be amended by the action of a majority of the Directors.

IN WITNESS WHEREOF, the current Members of the Northwest Ohio Area Computer Services Cooperative (NOACSC), as set forth in Exhibit A hereto, and pursuant to the resolutions heretofore duly adopted or subsequently approved by their governing boards, have signed the foregoing Agreement for the Establishment of the Northwest Ohio Area Computer Services Cooperative as a Regional Council of Governments on the date indicated below their respective signatures, for the purpose of reorganizing NOACSC as a regional council of governments under Chapter 167 of the Ohio Revised Code, such reorganization to be effective July 1, 2012.

<p>_____ Ken Amstutz (NOACSC Chairman) Date Superintendent Van Wert City Schools</p>	<p>_____ Dean Wittwer (NOACSC Vice-Chair) Date Superintendent Findlay City Schools</p>
<p>_____ Brad Deleruyelle (NOACSC Board Sec.) Date Treasurer Pandora-Gilboa Local Schools</p>	<p>_____ Lori Koch (NOACSC Board Member) Date Treasurer Fort Recovery Local Schools</p>
<p>_____ Richard Seas (NOACSC Board Member) Date Superintendent Coldwater Exempted Village Schools</p>	<p>_____ Tim Myers (NOACSC Board Member) Date Superintendent Van Buren Local Schools</p>
<p>_____ Lori Davis (NOACSC Board Member) Date Treasurer Vantage Career Center</p>	<p>_____ Robert Janell (NOACSC Board Member) Date Superintendent Columbus Grove Local Schools</p>
<p>_____ Rob Wannemacher (NOACSC Board Member) Date Treasurer Wayne Trace Local Schools</p>	<p>_____ Patricia Ross (NOACSC Board Member) Date Superintendent Paulding Exempted Village Schools</p>
<p>_____ Rhonda Zimmerly(NOACSC Board Member) Date Treasurer Allen East Local Schools</p>	<p>_____ Donald Diglia (NOACSC Board Member) Date Superintendent Elida Local Schools</p>
<p>_____ Brian Gerber (NOACSC Board Member) Date Superintendent Western Buckeye ESC</p>	

Representative Signature Date
Ada Exempted Village Schools

Representative Signature Date
Allen County ESC

Representative Signature Date
Antwerp Local Schools

Representative Signature Date
Apollo Career Center

Representative Signature Date
Arcadia Local Schools

Representative Signature Date
Arlington Local Schools

Representative Signature Date
Bath Local Schools

Representative Signature Date
Bluffton Exempted Village Schools

Representative Signature Date
Bowling Green City Schools

Representative Signature Date
Celina City Schools

Representative Signature Date
Continental Local Schools

Representative Signature Date
Cory-Rawson Local Schools

Representative Signature Date
Crestview Local Schools

EXHIBIT A

MEMBERS OF NOACSC

Allen County Member Districts

Allen County ESC
Allen East Local Schools
Apollo Career Center
Bath Local Schools
Bluffton Exempted Village Schools
Delphos City Schools
Elida Local Schools
Lima City Schools
Perry Local Schools
Shawnee Local Schools
Spencerville Local Schools
West Central Learning Academy

Putnam County Member Districts

Columbus Grove Local Schools
Continental Local Schools
Ft. Jennings Local Schools
Kalida Local Schools
Miller City-New Cleveland Local Schools
Ottoville Local Schools
Ottawa-Glandorf Local Schools
Pandora-Gilboa Local Schools
Putnam County ESC
Leipsic Local Schools

Hancock County Member Districts

Arcadia Local Schools
Arlington Local Schools
Cory-Rawson Local Schools
Findlay City Schools
Hancock County ESC
Liberty Benton Local Schools
McComb Local Schools
Van Buren Local Schools
Vanlue Local Schools

Auglaize County Member Districts

St. Marys City Schools
Wapakoneta City Schools

Hardin County Member Districts

Ada Exempted Village Schools

Wood County Schools

Bowling Green City Schools
North Baltimore Local Schools

Mercer County Member Districts

Celina City Schools
Coldwater Exempted Village Schools
Fort Recovery Local Schools
Marion Local Schools
Mercer County ESC
Parkway Local Schools
St. Henry Local Schools

Paulding County Member Districts

Antwerp Local Schools
Paulding Exempted Village Schools
Wayne Trace Local Schools
Western Buckeye ESC

Van Wert County Member Districts

Crestview Local Schools
Lincolnview Local Schools
Van Wert City Schools
Vantage Career Center

Seneca County Member Districts

Tiffin City Schools