

Management Council OHIO EDUCATION COMPUTER NETWORK

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AGREEMENT AND BY-LAWS
FOR THE
MANAGEMENT COUNCIL OF THE
OHIO EDUCATION COMPUTER NETWORK

Revised 04/24/2015

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AGREEMENT

ESTABLISHING MANAGEMENT COUNCIL OF THE OHIO EDUCATION COMPUTER NETWORK

WHEREAS, Revised Code Chapter 167 provides, in general, that the governing bodies of any two or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of promoting cooperative arrangements and agreements among its Members and between its Members and government agencies or private persons or entities, performing functions and duties that its Members can perform individually and addressing problems of mutual concern; and

WHEREAS, certain Information Technology Centers in the Ohio Education Computer Network wish to form a regional council of governments for the purpose of joint purchasing and other joint activities of mutual interest;

NOW, THEREFORE, it is agreed by and among the Members identified below, on behalf of which this Agreement has been executed in accordance with the authorizing resolutions adopted by their respective governing bodies, as follows:

Section 1. Purposes. The Management Council is organized exclusively for charitable, educational, and scientific purposes, more specifically, to:

- (a) Advance the common objectives of its Members.
- (b) Plan, promote, and facilitate effective and efficient information technology services for Ohio schools.
- (c) Provide current and informative communications to its Members.
- (d) Promote professional relations and ethics among its Members.
- (e) Coordinate and promote the interests of its Members in legislative matters with other state organizations.
- (f) Inform the public, interested groups and organizations, vendors, state agencies and officials, and legislators of the benefits and services of the Ohio Education Computer Network.

- (g) Conduct joint purchasing on behalf of Members, through competitive bidding where required, in order to make available goods and services for Members that reduce costs, improve operational efficiency, or promote uniform standards among members and Ohio Schools.

Section 2. Definitions. As used in this Agreement and in the By-laws adopted pursuant to Section 5 hereof, the following words shall have the following meanings:

“Agreement” means this agreement, as the same may be amended, modified or supplemented in accordance with Section 11 hereof.

“Associate Member” means any person associated with an Independent District (not a member of an OECN Information Technology Center), who participates in Management Council meetings and other activities but who may not vote on matters before the Membership.

“By-laws” means the regulations adopted by the Management Council pursuant to Revised Code. § 167.04 and Section 5 hereof, as those regulations may be amended, modified or supplemented in accordance with the provisions thereof.

“Management Council” or “Council” means the regional council of governments established pursuant to this Agreement that shall be known as the Management Council of the Ohio Education Computer Network.

“Council Costs” means operating costs and any other costs incurred by the Management Council in connection with the activities and operations of the Management Council.

“Council Funds” means the funds that shall be established and maintained by the Treasurer of the Fiscal Agent as separate funds in accordance with Section 3 of the By-laws, into which shall be deposited all membership dues, grants, or other revenue generated from the sale of goods and services provided by the Council.

“Board of Trustees” means the committee of officers, at-large members, and other designated persons as set forth in Section 2(E) of the By-laws having primary responsibility for the day-to-day operations of the Council.

“Fiscal Agent” means the Ohio K-12 educational entity as may be designated by the Board of Trustees pursuant to the By-laws.

“Chief Financial Officer” means the fiscal officer appointed by the Board of Trustees pursuant to the By-laws, in the event that the Membership should at any point in time determine to operate the Council through direct action, and without the services of a Fiscal Agent, pursuant to Chapter 167 of the Ohio Revised Code. If a Chief Financial Officer is so appointed, all references in this Agreement pertaining to the Council Fiscal Agent shall be deemed to relate to the Chief Financial Officer, who shall have all of the rights, powers, and responsibilities ascribed to the Fiscal Agent by such documents, unless clearly inappropriate.

“Fiscal Year” means the twelve-month period beginning July 1 and ending June 30, subject to the provisions of Section 13 hereof.

“Member” means any Information Technology Center organized under Sections 167, 3301.075 and 3313.92 of the Ohio Revised Code that has caused this Agreement to be executed in its name, pursuant to a duly adopted resolution, including any additional board of education that has caused this Agreement to be executed in accordance with Section 8 hereof and has not withdrawn from the Council pursuant to Section 9 hereof of the By-laws.

“Membership” means the legislative body of the Management Council established pursuant to, and having those powers and duties enumerated in, the By-laws.

“Independent District” means a school district which is not a member of an OECN Information Technology Center.

Section 3. Name. The name of this regional council of governments shall be the “Management Council of the Ohio Education Computer Network.”

Section 4. Representation of Members. Each Member of the Council shall have three representatives in the Council. The representatives shall be the Member’s Fiscal Agent Superintendent, the person serving as the Information Technology Center Administrator, and the Governing Board Chairperson. To ensure adequate representation by all Members of the Council, the Governing Board of the Member ITC may appoint, by duly adopted resolution, alternates for any representative as described in this section.

Section 5. Adoption of By-laws. Within ninety days following execution of this Agreement by a majority of the boards of education serving as fiscal agent for the Information Technology Center listed in Exhibit A of this Agreement, representatives to the Council shall meet for the purpose of adopting By-laws. The affirmative vote of at least a majority of all representatives shall be required for the adoption of the By-laws. The By-laws shall be substantially in the form of Exhibit B.

Section 6. Membership Fee; Assessment of Members. A membership fee to pay Council Costs and maintain the soundness of the Council Fund shall be considered annually by the Council’s Board of Trustees. The Board of Trustees shall recommend the amount of the annual fee which shall be presented to the Membership for approval by the April meeting for the ensuing year.

The Board of Trustees shall also recommend, and the Membership shall also approve the following: (a) a late admission fee (for admission to Membership after the beginning of a Fiscal Year, and (b) an early withdrawal fee (for withdrawal from Membership prior to the end of a Fiscal Year, except as permitted by Section 9 herein). Such fees, where applicable, shall be paid in addition to the membership fee. A Member which is admitted after the beginning of a Fiscal Year, and which has paid the late admission fee in full, may have some or all Membership rights and privileges made retroactive to the beginning of the Fiscal Year if it is practicable to do so and such retroactivity is expressly approved by the Board of Trustees.

If the Board of Trustees determines that the membership fees have proven to be insufficient to pay the Council Costs for the Fiscal Year, the Fiscal Agent shall promptly notify in writing each Member of any additional Council Costs, the amount of any deficiencies, and that Member's share of those additional costs or deficiencies, whereupon each Member shall be assessed and pay its share as stated in the notice.

Failure by a Member to appropriate and remit any membership fees or assessments pursuant to this Agreement may result in the assessment of interest charges as provided in the By-laws, the suspension or restriction of Membership rights and privileges, and/or mandatory withdrawal by such Member unless (i) the Member has petitioned the Board of Trustees for an extension of time for payment, and (ii) the Board of Trustees has approved an extension. The Membership rights and privileges which may be suspended or restricted due to non-payment of fees include, but are not limited to, Member benefits, discounts, services, and rights under software licenses.

Under no circumstances shall the Fiscal Agent have the power to incur such obligations for Council Costs in an amount that exceeds the total unspent amount appropriated for Council Costs and remitted to the Fiscal Agent by the Members pursuant to this Agreement, except as may be permitted by law.

Section 7. Membership. Membership in the Management Council is open to those OECN Information Technology Centers currently operating under a permit approved by the State Department of Education. Independent Districts, through their superintendents and other personnel, may participate fully in meetings of the Membership and other Council activities as Associate Members, but they may not be voting Members of the regional council of governments created by this Agreement.

Rights and privileges of Membership may be temporarily suspended or restricted in accordance with any policy or resolution of the Membership so providing, including but not limited to the MCOECN Code of Conduct. The procedures for any such temporary suspension or restriction shall be set forth in the By-laws. "Rights and privileges of Membership" include, but are not limited to, Member benefits, discounts, services, and rights under software licenses.

Section 8. New Member Admissions. Non-member Information Technology Centers or Independent District Sites may petition for membership or associate membership at any regular meeting of the Membership and, following approval by a majority thereof and the payment of established fees and assessments shall be granted all rights of membership. New Members will be assessed a fair share fee, as established by the Board of Trustees, to cover benefits accruing as a result of cooperative efforts of the Council.

Section 9. Succession of Membership. If two or more ITCs should merge to create a new ITC, or if a new ITC is created by separation from or dissolution of an existing ITC, and at least one of the former ITCs was a Member of the Management Council prior to the action creating the new ITC, the new ITC may petition to join the Council at any regular meeting of the Membership. If the new ITC is approved for membership by a majority of quorum present within one calendar year of being officially established and authorized as an OECN ITC the early withdrawal and fair share fees will be waived and the rights of Membership held by the former member(s) shall apply to the new member. If petition for membership occurs beyond this

time the new entity will be considered for New Member Admissions as described in Section 8 of this agreement.

Section 10. Voluntary or Involuntary Withdrawal of a Member. Any Member wishing to withdraw from the Management Council is permitted to do so only at the end of a Fiscal Year and must provide the Management Council Fiscal Agent with no less than three months' notice prior to withdrawal. Should a court, an arbitrator, or an administrative agency determine that any Member's participation in the Council was illegal or violated that Member's contractual obligations, that Member shall be permitted to immediately withdraw from the Council. Any withdrawal from Membership prior to the end of a Fiscal Year, except pursuant to judicial, arbitral, or administrative order as set forth above, shall be subject to an early withdrawal fee determined in accordance with Section 6 herein.

The involuntary withdrawal (expulsion) of a Member may be effectuated by action of the Membership if so permitted by policy or resolution of the Membership, in accordance with any procedures for involuntary withdrawal set forth in the By-laws.

Section 11. Title to Property and Assets. Title to all property and assets of the Council, regardless of whether such property and/or assets are real or personal, tangible or intangible, and regardless of whether such property and/or assets originated from contributions by Members, external sources, or were developed by the activities of the Council, shall be vested solely in the Council and not in its respective Members.

Upon the withdrawal of any Member pursuant to Section 9 herein or otherwise, the withdrawing Member shall have no right or claim upon any such property or assets of the Council, except as may be due and owing to such Member under a specific contractual arrangement, or as a result of overpayment of dues by such Member.

Upon termination of this Agreement and dissolution of the Council, all property and assets remaining in the hands of the Council shall be distributed in accordance with the provisions of Section 14 herein.

Section 12. Amendments. All proposed amendments to this Agreement must be submitted to the Board of Trustees in writing. The Board of Trustees shall present the proposed amendment to the Membership at its next regularly scheduled meeting. The Board of Trustees shall present the proposed amendment, with a recommendation to adopt or reject, to the Membership. Adoption of proposed amendments is determined by a vote of two-thirds of the quorum present at any meeting of the Membership. The amendment or amendments shall thereupon become binding upon all Members, and no separate approval of the individual Member boards shall be required in order for such amendment or amendments to become effective.

Section 13. Term of Agreement. It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

Section 14. Superseding Effect. This Agreement is intended to supersede the prior Constitution of the Management Council adopted on April 17, 1984 and all intervening revisions thereof.

Section 15. Termination of Agreement; Dissolution. In the event that the governing bodies of a majority of the Members, by duly adopted resolution, determine that this Agreement shall be terminated, the Membership shall meet within 30 days following its receipt of certified copies of those resolutions. At that meeting the Membership shall determine the date upon which this Agreement and the activities and operations of the Council shall terminate and determine any matter that must be resolved in connection with the termination of the Council and that this Agreement or the By-laws do not address. Upon such dissolution of the Council, any assets remaining after the satisfaction of all outstanding obligations shall be equitably distributed among the constituent school districts served by the Members, or may, by action of the Membership, be distributed to such other Ohio public bodies or agencies, or to agencies of the federal government which the membership may determine will most effectively utilize such assets in furtherance of the original purposes of the Council. In no circumstance may assets of the Council, upon dissolution, be distributed to any individual in his or her private capacity or to any private corporation, firm, or entity.

Section 16. Effectiveness and Counterparts of the Agreement. This Agreement shall not be effective with respect to any Member until signed by the representative of that Member, as authorized by a duly adopted resolution of the governing body of that Member. This Agreement shall be effective with respect to the establishment and operation of the Council upon its execution by a majority of the boards of education or regional councils of government listed in Exhibit A attached hereto. The Agreement may be signed in separate counterparts on behalf of any one or more than one of the Members, without the necessity for any one counterpart to be signed on behalf of all Members. All separately signed counterparts shall be filed with the Council Fiscal Agent and shall constitute one Agreement.

Section 17. No Third-Party Beneficiaries. The parties hereby expressly declare that, unless specifically so provided herein, it is not their intention, through any provision of this Agreement, to create the rights of a third-party beneficiary in any other person or entity, either private or governmental. This disclaimer of third-party beneficiary status shall include, but not be limited to, the individual school districts served by the Members and the employees, officers, and students of such school districts.

Exhibit A – Membership List as of April 24, 2015

IT Centers:

ACCESS, HCCA, LACA, LGCA, MDECA, META, MVECA, NCC, NCOCC, NEOMIN, NEONET, NOACSC, NOECA, NWOCA, OMERESA, SCOCA, SEOVEC, SPARCC, SWOCA, TCCSA, and WOCO

Associate Members:

Akron City Schools and Columbus City Schools

EXHIBIT B

BY-LAWS

GOVERNING THE MANAGEMENT Council OF THE OHIO EDUCATION COMPUTER NETWORK

WHEREAS, certain Information Technology Centers organized under Sections 167, 3301.075 and 3313.92 of the Ohio Revised Code have determined to form a regional council of governments and have entered into an Agreement Establishing the Management Council of the Ohio Education Computer Network (the “Agreement”), pursuant to Ohio Revised Code Chapter 167; and

WHEREAS, Revised Code § 167.04 requires and the Agreement provides that the Management Council shall adopt By-laws designating the officers of the Management Council and the method of selection thereof, creating a governing board to act for the Management Council providing for the appointment of a fiscal officer, and providing for the conduct of the Management Council’s business; and

WHEREAS, the governing body of each Member has by duly adopted resolution authorized its representative to approve these By-laws, and the representatives of the Members have met for the purpose of adopting these By-laws in accordance with Ohio Revised Code § 167.04 and Section 5 of the Agreement;

NOW THEREFORE, the following provisions shall constitute the By-laws of the Management Council of the Ohio Education Computer Network:

Section 1. Definitions. Any capitalized word or phrase used in these By-laws and not otherwise defined herein, shall have the meaning given in Section 2 of the Agreement described above as that Agreement may, from time to time, be amended, modified or supplemented in accordance with Section 10 thereof.

Section 2. Membership. The Membership shall be the legislative body of the Council. The Membership shall be composed of the representatives of the Members, who have been appointed by the respective governing body of each Member Information Technology Center pursuant to Section 4 of the Agreement, and the Representative of the Management Council Fiscal Agent who shall be a non-voting, ex-officio Member of the Membership. The Membership may provide for reimbursement of the Membership representatives from the Council Fund for reasonable expenses incurred in connection with the Council, but the Membership representatives shall receive no compensation.

(A) **Officers.** As officers of the Council, there shall be a Chairperson and Vice-Chairperson. These officers, elected by the board of trustees, shall be members of and shall represent different geographic regions of the state. A Chief Executive Officer (CEO) appointed by the Board of Trustees shall serve as a non-voting ex-officio member of the Membership and

officer of the Board of Trustees. The Representative of the Fiscal Agent of the Management Council shall be a non-voting ex-officio member of the Membership and officer of the Board of Trustees. The duties of the officers are as follows:

(1) Chairperson.

- (a) Shall preside at all meetings of the Membership and the Board of Trustees.
- (b) Shall call a meeting of the officers within thirty (30) days after election and shall call other meetings which are deemed necessary for the carrying out of the policies and business of the Council.
- (c) Shall appoint standing and special committees necessary to carry on the business of the Council.
- (d) Shall work closely with the Chief Executive Officer in the advancement of the welfare and best interests of the Council Members.
- (e) Shall be empowered to cast a vote on matters before the Membership for purposes of breaking a tie.

(2) Vice-Chairperson.

- (a) Shall preside in the absence of the Chairperson.
- (b) Shall assist the Chairperson and Chief Executive Officer in the fulfillment of their responsibilities to the Council.
- (c) Shall serve on the Board of Trustees.
- (d) Shall succeed to the office of Chairperson should that office be vacated before the end of a term
- (e) Shall, in the absence of the Chairperson, be empowered to cast a vote on matters before the Membership for purposes of breaking a tie.

(3) Chief Executive Officer. (Ex-officio)

- (a) Shall function, or designate a staff member, as the Recording Secretary for all official proceedings of the Membership and Board of Trustees.
- (b) Shall assist the Chairperson with official correspondence.
- (c) Shall serve as a nonvoting, ex-officio member of the Board of Trustees.

(4) Representative of Fiscal Agent of Management Council. (Ex-officio)

- (a) Shall be the Treasurer and fiscal officer for the Council.

- (b) Shall receive, deposit, and disburse all funds as necessary for the work of the Council as directed by the Board of Trustees and as authorized by law.
- (c) Shall prepare all necessary financial reports and undertake all other financial transactions necessary for the work of the Council as directed by the Board of Trustees and in accordance with law.
- (d) Shall notify the Board of Trustees of delinquencies in the payment of Membership dues, assessments, or other fees owed by any Member. Accounts shall be considered overdue when payment is not received within sixty (60) days of invoice.
- (e) Shall serve as a nonvoting, ex-officio member of the Board of Trustees.

(B) Resolutions.

- (1) At least two of the three representatives of a voting Member must be present in order for that Member to be deemed present and eligible to vote at any meeting. A majority of all voting Members shall constitute a quorum for the transaction of business. Each Member shall have one vote. The Chairperson or the Vice-Chairperson, in the absence of the Chairperson, shall also have the authority to cast a vote on any matter before the Membership if necessary to break a tie. (This authority to cast a tie-breaking vote shall be in addition to the authority to participate in determining the vote of the Member which the Chairperson or Vice-Chairperson represents, and shall not prevent such participation by the other representatives of that Member.) The vote of a Member shall be determined by a majority of that Member's representatives present. If there are only two representatives of a Member present and those representatives are in disagreement on any motion or resolution, no vote shall be cast by the Member on such motion or resolution. The affirmative vote of a majority of all Members present and voting shall be required for the enactment of every resolution, except for amendments to the Agreement or By-laws, which shall require a two-thirds vote of the quorum present. All resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Revised Code to be made by the Fiscal Agent or Members.

- (2) If deemed necessary by the Board of Trustees, balloting may be conducted by mail, including electronic mail.

(C) Meetings.

- (1) Business. Regular business meetings of the Council will be held by convening the Membership in September and April of each year.
- (2) Professional and In-Service. These shall be established by the Board of Trustees each operating year.
- (3) Special. Special meetings may be called by the Chairperson as deemed necessary.

(D) Powers and Duties of Membership.

- (1) The Membership shall serve as the legislative body for the Council.
- (2) The Membership shall have the power to perform such functions and duties as are performed or capable of performance by the Members and necessary or desirable for dealing with problems of mutual concern.
- (3) The Membership may acquire by purchase, lease, or lease-purchase such supplies, materials, equipment, and facilities as it may deem necessary and appropriate for the work of the Council, and may secure such insurance coverage as may be deemed necessary for the protection of Council Members, officers, personnel and property.
- (4) The Membership may authorize non-member political subdivisions to participate in programs and services of the Council on a contract basis.
- (5) The Membership may, on behalf of the Management Council, accept any gift, donation, or bequest from public or private donors, including gifts, donations, or bequests made under lawful conditions upon their use, and may accept goods, services, and the use of personnel contributed by

either member or non-member political subdivisions.

- (6) The Membership shall have all powers vested in a regional council of governments pursuant to Chapter 167 of the Ohio Revised Code.

(E) Board of Trustees:

(1) Membership

- (a) The Board of Trustees shall be elected from among those persons currently serving as representatives of a Member of the Council. The Board of Trustees shall consist of ten members, five of which are school administrators and five of which are site administrators. One superintendent and one site administrator shall be elected to the Board of Trustees from each of five geographic regions throughout Ohio designated by the Members. No two of these representatives may be from the same Member. A member may be in one and only one geographic region. These elections shall be held by a caucus of each geographic region at the April business meeting each year.
- (b) Representatives shall be elected to a three-year term. Representatives may not be re-elected until one year after the conclusion of a term; provided, however, that any person serving less than a three-year term due to the initial staggering of terms, appointment to fill a vacancy, or other cause may complete their partial term and then be immediately re-elected to a full three-year term, after which the one-year exclusionary period shall apply. For purposes of staggering initial terms, lots will be drawn from a pool containing four three-year terms, three two-year terms, and three one-year terms.
- (c) Each elected member of the Board of Trustees shall be expected to attend six meetings of the Board of Trustees and the full Membership meetings. Three absences by a member of the Board of Trustees in one year may result in dismissal from the Board of Trustees.
- (d) In addition to the ten elected members, two non-voting ex-officio members who shall be the Chief

Executive Officer retained by the Council and the Fiscal Agent representative.

(2) Purpose.

- (a) The Board of Trustees shall employ the Chief Executive Officer.
- (b) The Board of Trustees shall have primary responsibility for the day-to-day operations of the Council.
- (c) Between scheduled meetings of the Membership, the Board of Trustees shall have the authority to perform such functions as the Membership itself has the power to perform, subject to the limitations of the adopted budget and such other limitations as may be established by the Membership.
- (d) The Board of Trustees shall provide leadership and direction for the Chief Executive Officer and conduct the Council's necessary business between scheduled meetings of the Membership. It shall recommend short-range and long-range goals for the Council.
- (e) The Board of Trustees, or its designee, shall authorize any expenditures within the approved budget, and forward approval of such expenditures to the Fiscal Agent for payment.
- (f) The Board of Trustees shall have prepared and submitted to the Membership for approval, by the April business meeting, a budget for the ensuing year.
- (g) The Board of Trustees shall direct the employment of any staff and the procurement of contracted services in accordance with Section 4 of these By-laws.
- (h) The Board of Trustees shall determine the rate of interest to be charged for the delinquent payment of fees or assessments, which shall initially be ten percent (10%) per annum, shall review and act on requests for extensions, and shall review and make recommendations to the Membership on the

mandatory withdrawal of any Member for the nonpayment of dues or fees.

- (3) Vacancies. All vacancies on the Board of Trustees shall be filled by a special election among Members from the same geographic region from which the Board of Trustees member was originally elected. The newly appointed member shall complete the term of the vacant position, and shall be from the same geographic region as the vacant position.
- (4) Meetings. The Board of Trustees shall meet no less than SIX (6) times per year or at the call of the Chairperson.
- (5) Quorum and Voting. A majority of all the voting positions on the Board of Trustees, including any vacant positions, shall constitute a quorum. A simple majority of all Members present and voting shall be sufficient to take any action which is within the authority of the Board of Trustees.

Section 3. Fiscal Agent of Management Council.

(A) Council Funds. The Treasurer of the Fiscal Agent of the Management Council shall also maintain the Council Funds separate and apart from all other funds of the Fiscal Agent. The Council Funds shall be subject to the applicable laws of this state concerning the investment and management of public funds of the Members, particularly Revised Code Chapter 135, and shall be the responsibility of the Fiscal Agent. The Fiscal Agent shall deposit in the Council Funds the contributions received from the Members for payment of Council Costs and shall keep a record of each Member's contribution to the Council Fund. Disbursements may be made from the Council Funds by the Fiscal Agent at the direction of the Membership or Board of Trustees for any proper purpose of the Management Council including, but not limited to, payment of fees of the Fiscal Agent and the any consultants, and for other professional services rendered to the Management Council.

(B) Maintenance of Records. The Fiscal Agent shall maintain records that separately identify by Member all contributions from the respective Members for Council Costs. This Fiscal Agent shall maintain or cause to be maintained records that account for all disbursements or transfers from the Council Fund made on behalf of each Member.

(C) Reports. The Fiscal Agent shall make such financial reports as may be deemed necessary by the Membership or the Board of Trustees, at such times as may be deemed advisable by the Board of Directors.

(D) Audit. The Fiscal Agent shall present financial reports, bank statements, and other materials as required for a financial audit of Council Funds.

(E) Public Records Officer. The Fiscal Agent shall serve as the public records officer of the Council unless otherwise designated by the Board of Trustees.

(F) Fidelity Bond. The Treasurer of the Fiscal Agent shall maintain and keep in force a fidelity bond, in an amount determined by the Board of Trustees.

(G) Management Fee. As consideration for its services, the Fiscal Agent may receive a management fee from the Council in an amount approved by the Membership. Any such fee shall be included in the Council Costs to be paid by the Members in accordance with the Agreement.

(H) Change or Elimination of Fiscal Agent. In the event that a majority of the Membership requests that the Fiscal Agent be changed, or in the event that the Fiscal Agent requests to be relieved of its duties, a new Fiscal Agent shall be appointed by a majority of the Membership. In the event that the majority of the Membership determines that the Council shall operate through direct action, and without the services of a Fiscal Agent, the Board of Trustees shall appoint a Chief Financial Officer in accordance with Chapter 167 of the Ohio Revised Code. Such Chief Financial Officer, if so appointed, shall have all of the rights, powers, and responsibilities ascribed to the Council Fiscal Agent by these By-laws, unless clearly inappropriate, and any other duties and responsibilities prescribed by law.

(I) Finance/Audit Committee. The Board of Trustees shall appoint annually a standing Finance/Audit Committee to serve as a liaison between the Board and its auditors. The Finance/Audit Committee shall consist of a minimum of three persons with at least two appointed from the Board of Trustees. Other members may be appointed who possess professional skills or understanding of the Council's financial operations pertinent to the work of the committee. The committee should meet at least twice per year to monitor MCOECN's legal compliance, financial condition, and controls over the safeguarding of assets. The Fiscal Agent may assist but otherwise may not be a member of the Audit Committee.

Section 4. Employees and Consultants. The Board of Trustees may employ such staff and contract for the services of such consultants or experts as the Board of Trustees deems necessary for the work of the Council, provided that any amounts to be paid under any contracts of employment or contracts for services are within the Council Costs approved by the Membership in accordance with the Agreement and these By-laws. Such persons shall be considered employees of the Council but shall be supervised by the Board of Trustees. The Board of Trustees shall establish the salaries, benefits, and work and disciplinary rules for any staff employed by the Council and shall direct the hiring and discharge of that staff. The Board of Trustees may employ a Chief Executive Officer to supervise the Council's staff or may designate the Fiscal Agent to be responsible for the supervision of the Council's staff. The salaries and benefits paid to the Council's staff and any amounts paid under contract to consultants or experts shall be Council Costs and shall be payable solely from moneys on deposit in the Council Fund. Any staff employed to assist the Fiscal Agent in the discharge of its duties shall be considered employees of the Council, but shall be supervised by the Fiscal Agent.

Section 5. Equipment and Facilities. The Council, through the Board of Trustees, may purchase, lease, lease-purchase or otherwise provide for such supplies, materials, equipment and facilities as it deems necessary and appropriate to carry out the work of the Council; provided that any amounts to be paid under contract or leases for such supplies, materials, equipment or facilities are within the Council Costs approved by the Membership in accordance with the Agreement and these By-laws. The Council shall comply with the applicable laws of the State

governing its Members with respect to the procedures for bidding and letting of contracts for the acquisition, repair or improvement of its facilities, equipment, and supplies. The Fiscal Agent shall, at the direction of the Board of Directors, enter into all contracts or leases for supplies, materials, equipment or facilities.

Section 6. Sanctions; Involuntary Withdrawal. If, under any policy or resolution duly approved by the Membership, including but not limited to the MCOECN Code of Conduct, it is determined that rights and privileges of Membership in the Council are to be temporarily suspended or restricted with respect to a Member, such temporary suspension or restriction may be imposed by action of the Trustees and/or resolution of the Membership, provided that no such suspension or restriction may exceed one-hundred and eighty (180) calendar days. If, under any policy or resolution duly approved by the Membership, it is determined that a Members subject to involuntary withdrawal (expulsion) from the Council, such action may be effectuated by a vote of two-thirds of the quorum present at any meeting of the Membership.

Official communications between the Council and any Member with respect to the imposition of any sanction or suspension of Member privileges shall be directed to the Member's fiscal agent superintendent (or treasurer), director, and governing board chairperson.

Section 7. Amendments. These By-laws may be amended, modified, or supplemented in any respect not prohibited by law under the following procedures. The amendment, modification, or supplement shall be approved a vote of two-thirds of the quorum present at any meeting of the Membership. Any amendment, modification, or supplement shall thereupon become binding upon all Members and no separate approval of the individual Member boards shall be required in order for such amendment, modification, or supplement to become effective.

MANAGEMENT COUNCIL OF THE OHIO
EDUCATION COMPUTER NETWORK

Bruce E. Hawkins, CEO

Chief Executive Officer / Recording Secretary

Revised: April 24, 2015