

Document A
AGREEMENT ESTABLISHING

**THE HARDIN COUNTY SCHOOLS CONSORTIUM
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE
REGIONAL COUNCIL OF GOVERNMENTS**

WHEREAS, Ohio 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 purpose of promoting cooperative arrangements and agreements among 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 boards of education wish to form a Regional Council of Governments for the purpose of providing professional educator license renewal standards and procedures, and other joint activities of mutual interest;

NOW, THEREFORE, it is agreed by and among the Boards of Education Members (See Exhibit A), on behalf of which this Agreement has been executed in accordance with the authorizing resolutions by their respective governing bodies as follows:

Section 1. Purposes. The purposes of this organization are to:

- (a) Advance the common objectives of its Members.
- (b) Plan, promote, and facilitate effective and efficient professional educator license renewal standards.
- (c) Provide current research related to educator training/staff development relative to license renewal.
- (d) Promote professional relations and cooperation among its Members.

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(e) Coordinate and promote an interest in legislative matters, Ohio Department of Education programs, and other state and/or professional organizations.

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.

“By-Laws” means regulations adopted by this body pursuant to Ohio Revised Code 167 and Section 5 hereof, as those regulations may be amended, modified, or supplemented in accordance with the provision thereof.

“The Hardin County Schools Consortium Local Professional Development Committee-Regional Council of Governments” or HCCLPDC-RCG means the Regional Council of Governments established pursuant to this Agreement that shall be known as the Hardin County Schools Consortium Local Professional Development Committee-Regional Council of Governments.

“HCCLPDC-RCG Fund” means the fund that shall be established and maintained by the treasurer of the fiscal agent as a separate fund in accordance with Section 7 of the By-Laws, into which the treasurer shall deposit all monies received for HCCLPDC-RCG costs and programs.

“Fiscal Agent” means the board of education designated by the HCCLPDC-RCG pursuant to the By-Laws.

“Fiscal Year” means the twelve-month period beginning July first and ending June thirtieth.

“Member” means any board of education or agency 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 9 hereof, and has not withdrawn from the HCSCLPDC-RCG pursuant to Section 10 of the Agreement.

“**HCSCLPDC-RCG**” means the representative legislative body of the HCSCLPDC-RCG, and having those powers and duties enumerated in the By-Laws.

“**HCSCLPDC-RCG Executive Officers**” means the Chair, Vice-Chair, and Secretary elected by the HCSCLPDC-RCG from among the members of the HCSCLPDC-RCG.

Section 3. Name. The name of this Regional Council of Governments shall be the Hardin County Schools Consortium Local Professional Development Committee-Regional Council of Governments. (HCSCLPDC-RCG).

Section 4. Representation of Members. The HCSCLPDC-RCG shall consist of representatives of the Membership and other representatives as established by the By-Laws.

Section 5. Adoption of By-Laws. Within thirty (30) days following execution of this Agreement by a majority of the boards of education and agencies listed in Exhibit A of this Agreement, the HCSCLPDC-RCG 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.

Section 6. Committees. The work of the HCSCLPDC-RCG shall be carried out through a committee structure giving the broadest possible involvement to the Membership.

Section 7. Membership Fee: Assessment of Members. School districts and agencies are eligible for services through the HCSCLPDC-RCG. Membership fees must be only for additional services that go beyond the HCSCLPDC-RCG's Ohio Department of Education funding and charge. A Membership fee to pay HCSCLPDC-RCG costs and maintain the soundness of the HCSCLPDC-RCG fund

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may be considered annually by the HCSCLPDC-RCG. The HCSCLPDC-RCG shall recommend the amount of any annual fee to its membership that shall be subject to HCSCLPDC-RCG approval at the annual meeting in June for the ensuing year. Fees may be assessed only for specified services that are not funded through Ohio Department of Education funds.

Under no circumstances shall the fiscal agent have the power to incur such obligations for the HCSCLPDC-RCG costs in an amount that exceeds the total unspent amount appropriated for HCSCLPDC-RCG costs from Ohio Department of Education funding or remitted to the fiscal agent by the Members for specified services pursuant to this agreement, except as it may be permitted by law.

Section 8. Membership. School districts and agencies may have Membership in the HCSCLPDC-RCG. Additional members may be service providers, institutions of higher education, businesses, and other individuals or organizations whose missions relate to that of the HCSCLPDC-RCG.

Section 9. Membership Admission. Non-members may petition for Membership at any regular meeting of the Membership and, following approval by the majority thereof and the payment of established fees and assessments for services to be received beyond those services through Ohio Department of Education funding, shall be granted all rights of Membership.

Section 10. Withdrawal of a Member. Any Member wishing to withdraw from the HCSCLPDC-RCG is permitted to do so only at the end of the fiscal year, and must provide the fiscal agent with no less than six (6) months notice prior to withdrawal. Should a court, an arbitrator, or an administrative agency determine that any Member's participation in the HCSCLPDC-RCG is illegal or violated that Member's contractual obligations that Member shall be permitted to withdraw immediately from the HCSCLPDC-RCG .

Section 11. Amendments. All proposed amendments to this Agreement must be submitted to the HCSCLPDC-RCG chair person in writing. The HCSCLPDC-RCG Chair shall present the proposed amendment to the HCSCLPDC-RCG at its next regularly scheduled

meeting, unless it is determined by the HCSCLPDC-RCG Executive Officers to conduct a vote of the HCSCLPDC-RCG members by mail. The HCSCLPDC-RCG Chair shall present the proposed amendment, with a recommendation to adopt or reject, to the HCSCLPDC-RCG. Adoption of proposed amendments is determined by a two-thirds vote of the entire HCSCLPDC-RCG.

Section 12. Term of Agreement. It is the express intention of the Members that this Agreement shall continue for an indefinite term, but that it may be terminated as herein provided.

Section 13. Termination of Agreement. In the event that the Governing Boards of a majority of the Members, by duly adopted resolution, determine that this Agreement shall be terminated, the HCSCLPDC-RCG shall meet within thirty (30) days following its receipt of certified copies of these resolutions. At the meeting, the HCSCLPDC-RCG shall determine the date upon which this Agreement and the activities and operation of the HCSCLPDC-RCG shall terminate, and determine any matter that must be resolved in connection with the termination of the HCSCLPDC-RCG that this Agreement or the By-Laws do not address.

Section 14. 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 Board of that Member. This Agreement shall be effective with respect to the establishment and operation of the HCSCLPDC-RCG upon its execution by the majority of the boards of education, agencies, service providers, institutions of higher education, businesses, and other individuals or organizations listed in Exhibit A and 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 fiscal agent and shall constitute one agreement.

Document B
BY-LAWS GOVERNING THE HARDIN COUNTY SCHOOLS CONSORTIUM
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE
REGIONAL COUNCIL OF GOVERNMENTS

Whereas, certain boards of education have determined to form a Hardin County Schools Consortium Local Professional Development Committee-Regional Council of Governments and have entered into an Agreement establishing the Hardin County Schools Consortium Local Professional Development Committee-Regional Council of Governments pursuant to Ohio Revised Code 167; and

Whereas, Ohio Revised Code 167.04 requires and the Agreement provides that the HCSCLPDC-RCG shall adopt By-Laws designating the officers of the HCSCLPDC-RCG and the method of selection thereof as designated by O.R.C. 3301-24-08, creating HCSCLPDC-RCG Executive Officers to act for the HCSCLPDC-RCG providing for the appointment of a fiscal officer, and providing for the concept of the HCSCLPDC-RCG's business; and

Whereas, the governing body of each Member has, by duly adopted resolution, authorized its representatives to approve these By-Laws, and the representatives of 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 Hardin County Schools Consortium Local Professional Development Committee-Regional Council of Governments:

Section 1. Definitions. Any capitalized word or phrase 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 11 thereof.

Section 2. Hardin County Schools Consortium Local Professional Development Committee-Regional Council of Governments Membership.

The HCSCLPDC-RCG Members shall be represented by individuals who are interested in educator training and professional development as it pertains to license renewal for the professional educator, and who represent a wide range of positions in Member school districts. The HCSCLPDC-RCG will meet at least two (2) times a year, including the Annual Meeting each June. The

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HCSCLPDC-RCG may provide for reimbursement of HCSCLPDC-RCG members from the HCSCLPDC-RCG funds for reasonable expenses incurred in connection with the HCSCLPDC-RCG activities.

Section 3. Composition of the Hardin County Schools Consortium Local Professional Development Committee-Regional Council of Governments. The Hardin County Schools Consortium Local Professional Development Committee-Regional Council of Governments shall be composed of eleven (11) members. Of those members, a majority will be teachers, as designated by O.R.C. 3301-24-08 and 3319.22, as follows:

-Six (6) teacher representatives:

- Two (2) from Hardin Northern Local School District
- Two (2) from Upper Scioto Valley Local School District
- One (1) from Hardin County Educational Service Center
- One (1) from Hardin County Board of Developmental Disabilities

-Five (5) administrator (superintendent, treasurer, supervisor) representatives: Administrator members to be selected as follows:

- One (1) member, appointed by the Hardin County Superintendent of Schools, who shall be employed by the Hardin County Educational Service Center.
- One (1) member, appointed by the Hardin County Superintendent of Schools, who shall be employed by the Hardin County Educational Service Center and who shall also serve as Project Director.
- One (1) member, appointed by the Hardin County Board of Developmental Disabilities, who shall be employed by the Hardin County Board of Developmental Disabilities Board.
- One (1) member appointed by the Hardin Northern Local School District.
- One (1) member appointed the Upper Scioto Valley Local School District.

Section 4. RCG Length of Term. The HCSCLPDC-RCG shall be appointed initially for terms of three (3) years. Terms shall follow the HCSCLPDC-RCG fiscal year calendar dates.

Section 5. Vacancies. All vacancies on the HCSCLPDC-RCG shall be filled as described by O.R.C. 3301-24-08 and 3319.22, and HCSCLPDC-RCG By-Laws Section 3. The newly appointed member shall serve until the expiration of the original member's term.

Section 6. Duties of the HCSCLPDC-RCG. The HCSCLPDC-RCG serves as an information and resource body, and is the legislative arm of the Members. After adoption of the By-Laws, the HCSCLPDC-RCG shall select the Fiscal Agent. Subsequent selection of the Fiscal Agent will be carried out by the HCSCLPDC-RCG Executive Officers. After adoption of the By-laws, the HCSCLPDC-RCG will elect Executive Officers to conduct on-going plans and activities of the HCSCLPDC-RCG. Remaining HCSCLPDC-RCG members may serve on the HCSCLPDC-RCG's standing and ad hoc committees.

(A) HCSCLPDC-RCG Executive Officers. The election of officers shall be conducted each year at the June meeting. Nominations shall be taken from the floor. Candidates receiving the highest number of votes shall be declared elected to a term of office beginning on July first of the ensuing year. The officers to be elected by vote of the HCSCLPDC-RCG are the Chair, the Vice-Chair, and the Secretary. These elected officers shall serve one-year terms and together shall serve as the Executive Officers of the HCSCLPDC-RCG. The Executive Officers will consist of a majority of teachers. The duties of the officers shall be:

(1) Chair.

- (a) Shall preside at all meetings of the HCSCLPDC-RCG.
- (b) Shall call meetings that are deemed necessary for the carrying out of the policies and business of the HCSCLPDC-RCG.
- (c) Shall appoint the special committees necessary to carry on the business of the HCSCLPDC-RCG.
- (d) Shall work closely with any consultant or advisor employed by the HCSCLPDC-RCG.
- (e) Shall represent the HCSCLPDC-RCG as the liaison to the Ohio Department of Education, and may attend required meetings on behalf of the HCSCLPDC-RCG.
- (f) Shall appoint an Executive Officer if a vacancy occurs during a term.

(2) Vice-Chair

- (a) Shall preside in the absence of the Chair.
- (b) Shall assist the Chair in the fulfillment of the needs of the HCLPDC-RCG.
- (c) Shall succeed to the office of Chair should that office be vacated during the term.

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(3) Secretary

- (a) Shall function as the Recording Secretary for all official proceedings of the HCSCLPDC-RCG and Executive Board.
- (b) Shall assist the Chair with all communications.

(B) Resolutions.

(1) A majority of all the HCSCLPDC-RCG members, including any vacant positions, shall constitute a quorum to transact business. Each member, including the Chair and Vice-Chair, shall have one vote. All legislative action of the HCSCLPDC-RCG shall be by resolution entered on its records. The affirmative vote of a majority of all members present and voting shall be required for the enactment of every resolution. 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) Voting on all issues pertaining to initiation of new programs or Membership fees will be by ballot vote with two-thirds of those members present and voting required for passage.

(3) If deemed necessary by the HCSCLPDC-RCG Executive Officers, balloting may be conducted by mail.

(C) Meetings

(1) Business. Regular business meetings of the HCSCLPDC-RCG will be held by convening the HCSCLPDC-RCG in a minimum of two meetings during the year. An annual calendar of HCSCLPDC-RCG meeting dates, times, and locations shall be distributed to the HCSCLPDC-RCG Members by September of each year, or on an ad hoc basis as new events are scheduled. The June meeting of each year shall serve as a general membership meeting. As such, any professional educator covered under this agreement may attend this, or any other, general business meeting of the HCSCLPDC-RCG .

(2) Professional Development. Professional development, for the purpose of providing HCSCLPDC-RCG training, shall be provided on an as-needed basis, as determined by the HCSCLPDC-RCG.

(3) Special. Special or additional meetings of the HCSCLPDC-RCG may be called by the Chair as deemed necessary.

(D) Powers and Duties of HCSCLPDC-RCG.

(1) The HCSCLPDC-RCG shall have the power to perform such functions and duties as are performed or capable of performance by the

Members and which are necessary or desirable for dealing with problems of mutual concern.

(2) The HCSCLPDC-RCG 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 HCSCLPDC-RCG, and may secure such insurance coverage as may be deemed necessary for the protection of HCSCLPDC-RCG members, officers, personnel, and property.

(3) The HCSCLPDC-RCG may authorize non-Member entities to participate in programs and services of the HCSCLPDC-RCG on a contractual basis.

(4) The HCSCLPDC-RCG Executive Officers may, on behalf of the HCSCLPDC-RCG, 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 entities.

(5) The HCSCLPDC-RCG shall have all powers vested in a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code.

(E) HCSCLPDC-RCG Executive Officers

(1) Duties.

(a) The HCSCLPDC-RCG Executive Officers shall have primary responsibility for the day-to-day operations of the HCSCLPDC-RCG.

(b) The HCSCLPDC-RCG Executive Officers shall provide leadership and shall conduct the HCSCLPDC-RCG's necessary business between scheduled meetings of the Membership. It shall recommend short-range and long-range goals for the HCSCLPDC-RCG.

(c) The HCSCLPDC-RCG Executive Officers shall authorize any expenditure within the approved budget, and forward approval of such expenditures to the Fiscal Agent for payment.

(d) The HCSCLPDC-RCG Executive Officers shall prepare and submit to the Membership for review at the June business meeting, a budget for the ensuing year.

(e) The HCSCLPDC-RCG Executive Officers shall direct the employment of any staff and the procurement of contracted services in accordance with Section 6 of these By-Laws.

(f) The HCSCLPDC-RCG Executive Officers shall create committees as deemed necessary. Committees may include, but not be limited to:

- Early Childhood and Intervention Specialists
- Adolescent, Young Adult, Vocational, and Middle Childhood

- Administrators, Supervisors, Treasurers

(g) The HCSCLPDC-RCG Executive Officers shall serve as the Appeals Committee.

(2) Meetings. The HCSCLPDC-RCG Executive Officers shall meet as needed at the discretion of the Chair.

Section 7. Fiscal Agent.

(A) HCSCLPDC-RCG Fund. The Treasurer of the Fiscal Agent shall maintain the HCSCLPDC-RCG Fund separate and apart from all other funds of the Fiscal Agent. The HCSCLPDC-RCG Fund shall be subject to the applicable laws of this state concerning the investment and management of public funds of the Members, particularly Ohio Revised Code Chapter 135, and shall be the responsibility of the Fiscal Agent. The Fiscal Agent shall deposit in the HCSCLPDC-RCG Fund any contributions received from the Member for payment of HCSCLPDC-RCG costs, and shall keep a record of each Member's contribution to the HCSCLPDC-RCG Fund. Interest earned on monies in the HCSCLPDC-RCG Fund shall be credited to the HCSCLPDC-RCG Fund. Disbursements may be made from the HCSCLPDC-RCG Fund by the Fiscal Agent at the direction of HCSCLPDC-RCG for any proper purpose of the HCSCLPDC-RCG including, but not limited to, payment of fees for professional and contracted services and for programs and operating expenses.

The treasurer of the Fiscal Agent shall not be an elected position for the purpose of serving as a member of the HCSCLPDC-RCG nor deemed an Executive Officer of the HCSCLPDC-RCG.

(B) Maintenance of Records. The Fiscal Agent shall maintain records that separately identify by Member/member any contributions from the respective Members/members for HCSCLPDC-RCG costs. The Fiscal Agent shall maintain or cause to be maintained records that account for all disbursements or transfers from the HCSCLPDC-RCG Fund made on behalf of each Member/member.

(C) Reports. The Fiscal Agent shall make such financial reports as may be deemed necessary by the Membership or the HCSCLPDC-RCG, at such times as may be deemed advisable by the HCSCLPDC-RCG Executive Officers.

(D) Contracts. The Fiscal Agent shall enter into all contracts on behalf of the HCSCLPDC-RCG, as directed by the HCSCLPDC-RCG Executive Officers.

(E) Competitive Bidding. The Fiscal Agent shall carry out all procedures related to competitive bidding that are conducted on behalf of HCSPDC-RCG Members/members.

(F) Fidelity Bond. The Treasurer of the Fiscal Agent shall obtain and keep in force a fidelity bond in an amount determined by the Membership, the amount thereof shall not be reduced without prior consent of the Membership pursuant to a duly authorized resolution.

(G) Management Fee. As consideration for its services, the Fiscal Agent may receive a management fee from the HCSPDC-RCG in an amount approved by the HCSPDC-RCG Executive Officers. Any such fee shall be included in the HCSPDC-RCG costs.

(H) Change of Fiscal Agent. In the event that a majority of the HCSPDC-RCG 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 HCSPDC-RCG.

Section 8. Employees and Consultants. The HCSPDC-RCG Executive Officers may employ such staff and contract for the services of such consultants or experts as deemed necessary for the work of the HCSPDC-RCG, provided that any amounts to be paid under any contracts of employment or contracts for services are within the HCSPDC-RCG budget approved by the HCSPDC-RCG in accordance with the Agreement and these By-Laws. The HCSPDC-RCG Executive Officers shall establish the salaries, benefits, and work and disciplinary rules for any staff employed by the HCSPDC-RCG and shall direct the hiring and discharge of that staff. The HCSPDC-RCG Executive Officers may designate a Project Director to supervise any HCSPDC-RCG staff, or may designate the Chair to be responsible for the supervision of any HCSPDC-RCG staff. The salaries and benefits paid to the HCSPDC-RCG's staff and any amounts paid under contract to consultants or experts shall be HCSPDC-RCG costs and shall be payable solely from monies on deposit in the HCSPDC-RCG Fund. Any staff employed to assist the Fiscal Agent in the discharge of its duties shall be considered employees of the HCSPDC-RCG but shall be supervised by the Fiscal Agent.

Section 9. Equipment and Facilities. The HCSPDC-RCG, through the HCSPDC-RCG Executive Officers, 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

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HCSPDC-RCG, provided that any amounts to be paid under contract or leases for such supplies, materials, equipment, or facilities are within the HCSPDC-RCG budget approved by the HCSPDC-RCG in accordance with the Agreement and these By-Laws. The HCSPDC-RCG 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 HCSPDC-RCG Executive Officers, enter into all contracts or leases for supplies, materials, equipment, or facilities.

Equipment purchased with Ohio Department of Education funds to the HCSPDC-RCG shall remain the property of the HCSPDC-RCG in the event that the fiscal agent or site changes. In the event the HCSPDC-RCG is dissolved, equipment purchased with Ohio Department of Education funds will be transferred to the Fiscal Agent or will revert to the Ohio Department of Education, as determined by the Ohio Department of Education.

Section 10. 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 (i) approved by the HCSPDC-RCG and submitted by it to the governing bodies of the Members, and (ii) approved by the governing bodies of at least two-thirds of the Members, pursuant to duly adopted resolutions. Any amendment, modification, or supplement shall thereupon become binding upon all Members. The governing body of each Member approving the amendment, modification, or supplement shall provide to the Fiscal Agent a certified copy of that resolution within thirty (30) days following its adoption.