

AGREEMENT

FOR THE ESTABLISHMENT OF THE
WESTERN OHIO COMPUTER ORGANIZATION
AS A
REGIONAL COUNCIL OF GOVERNMENTS

This Agreement regarding the reorganization of the Western Ohio Computer Organization (“WOCO”) 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 WOCO.

RECITALS

WHEREAS, certain boards of education of school districts entered into an agreement by June of 2014 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 the Western Ohio Computer Organization (“WOCO”) 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 members of WOCO (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 WOCO into the Western Ohio Council of Governments (“WOCOG”) under Ohio Revised Code Chapter 167, as authorized by Ohio Revised Code Section 3301.075, and in compliance with 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 WOCO 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 that WOCO shall be reorganized and reconstituted as a regional council of governments, retaining its function and status as an information technology center, and retaining also the name "Western Ohio Computer Organization" with all of the following characteristics and powers:

Section 1. Fiscal Year. The fiscal year of the WOCO shall be the twelve-month period beginning July 1 and ending June 30 FY 2015.

Section 2. Cooperative Arrangements for Information Technology Services. On behalf of its Members, WOCO 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 WOCO Agreement and Bylaws, each as may be amended from time to time. WOCO 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.

WOCO, 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 WOCO 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.

WOCO 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 WOCO operations and be responsible for payment of their compensation and benefits; (b) make arrangements for one or more sites to house the WOCO 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 WOCO 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.

The Board shall exercise all of WOCO's powers and duties both as a COG and an ITC. As an illustration but not as a limitation, the Board shall have the following specific powers and duties in connection with the management and operation of WOCO, 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 WOCO.
- (2) It shall consider, approve and establish the programs, services, and facilities to be offered by WOCO 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 appropriate contracts to be entered into between WOCO and other persons and entities.
- (3) It shall authorize expenditures to be made for WOCO programs.
- (4) It shall employ a Fiscal Officer for WOCO, 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 WOCO personnel or have a role in WOCO governance. If a fiscal agent entity is utilized, WOCO 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 WOCO.
- (5) It may establish advisory committees from time to time in accordance with the WOCO Bylaws, to advise the Board with respect to WOCO operations.
- (6) It shall authorize the employment of any staff necessary for WOCO 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) Upon recommendation of the Salary and Fee Committee, the Board shall determine the fees and charges for special services, supplies, or equipment not included in each Member's share of the costs of WOCO operations.

(8) It shall authorize the acquisition of any facilities, data processing equipment, and related assets for WOCO 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 WOCO, 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 may, by affirmative vote of a majority of Board members and upon certification to the Board by the Fiscal Officer that the proposal is within the limits of the WOCO's resources, amend appropriations for WOCO 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 WOCO Bylaws.

Section 4. Program Fund. There is hereby established the WOCO Program Fund ("WOCO Program Fund" or "Program Fund") that shall be maintained by the Fiscal Officer as a separate fund for the payment of costs of WOCO programs and operations. The Board 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 WOCO 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 WOCO 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 WOCO as an ITC in the Ohio Education Computer Network or as otherwise may be requested by the Board; 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 WOCO 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 WOCO programs and operations in accordance with this Agreement. The Fiscal Officer shall provide the Board with such documentation concerning those services and expenses as the Board 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, upon the direction of the Board. 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 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 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 WOCO on behalf of the Members in accordance with the recommendations and determinations of the Board.

All costs and expenses incurred by WOCO 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 WOCO in connection with WOCO programs and those records shall be subject to inspection by the Board. 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.

Quarterly, the Fiscal Officer shall submit a written report to the Board showing 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 may request.

Section 6. Program Facilities.

(A) Sites. The Board of Directors of WOCO shall make arrangements for one or more sites to house the equipment and the staff for WOCO 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 WOCO 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 WOCO operations, the Member may enter into any contracts necessary for the maintenance and insuring of those facilities and may receive compensation from WOCO for the proportion of those costs attributable to the facilities comprising the site, as determined and approved by the Board.

(B) Equipment, Software, Supplies, and Materials. Unless otherwise approved by the Board of Directors, title to all WOCO equipment, software, supplies and materials shall be held in the name of the WOCO 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, 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. At the time it is determined to be necessary to acquire and install additional or replacement equipment, software, supplies, or materials, the Board 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 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 WOCO by the Members pursuant to this Agreement, except as may be permitted by law.

Section 7. Insurance. WOCO 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 WOCO, 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 that the proceeds of insurance and other available funds of the Program are sufficient therefor, WOCO 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 determines that without replacement of that property it is not feasible for WOCO 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 WOCO shall be distributed to all

Members in the same proportion as that described in Section 14 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, Director shall provide each Member with an estimate of each Member's share of the Program Costs.

Under no circumstances shall the Board or WOCO 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, WOCO 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 WOCO 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 WOCO 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 WOCO 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. 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 the withdraw is effective.

Any Member that withdraws from WOCO shall forfeit any claims to WOCO assets. Upon withdrawal under this Section 10, 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 governing legislative authority for any public 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 WOCO. 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 WOCO. The authorizing resolution of the applicant's board of education or governing body also must authorize and approve the execution of this Agreement/Bylaws. Following receipt of such application and resolution, the Board shall determine whether and when the applicant should be included in WOCO. The applicant shall be a Member in WOCO if such inclusion is approved by the Board, the applicant executes and delivers this Agreement to the Board, and the applicant

appropriates and remits to the Fiscal Officer an initial monetary assessment for Program Costs in an amount determined by the Board. 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.

(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 WOCO to receive services or products from WOCO 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) WOCO will receive fair value for the services or products being provided, (ii) performance of the contract will not impair the ability of WOCO 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 WOCO 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. 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 Voting Directors. 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 13. 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 14. 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 the Board of Directors and the Member boards of education/governing boards. 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 WOCO, by procedures prescribed by law and for the highest value obtainable. After payment of all known obligations of WOCO, 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 15. Effectiveness and Counterparts of the Agreement. This Agreement shall replace the Consortium Agreement effective as July 1, 2014. 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 WOCO and shall together constitute one Agreement.

Section 16. Notices. Any notice to a Member required to be in writing shall be deemed given if (i) left at the business office of such Member, or (ii) deposited in the United States mail, postage prepaid, by first-class mail addressed to any such Member or (iii) delivered through the WOCO's electronic mail system, provided there has been confirmation of the receipt of such electronic mail (which confirmation may be by electronic means).

BYLAWS

FOR THE

WESTERN OHIO COMPUTER ORGANIZATION

I. AUTHORITY

Pursuant to Section 167.04 of the Ohio Revised Code, the Members of the Western Ohio Council of Governments (“WOCO”) have adopted these Bylaws by majority vote.

II. BOARD OF DIRECTORS

A. The initial Board of Directors and Officers as of July 1, 2014, shall be constituted of the same individuals, serving the same terms or remaining terms, as were duly seated on the WOCO Board prior to such date, any other provisions of these Bylaws notwithstanding.

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

1. Up to two superintendents each from Auglaize, Champaign, Hardin, Logan, and Shelby counties that are appointed to serve as Voting Directors at their respective county superintendent’s meetings. (One of these Board members shall be the ESC superintendent for such county, if such person is willing and able to serve). Superintendents of Members outside of Auglaize, Champaign, Hardin, Logan, and Shelby Counties shall be eligible for appointment from the WOCO county to which they are most contiguous.

If, due to any merger of ESCs, a single ESC superintendent has responsibility for two or more of the original five counties (Auglaize, Champaign, Hardin, Logan, and Shelby), such individual may hold only one Directorship, in the most populous county within his or her ESC, and such other counties shall have the right to appoint another non-ESC superintendent as a second representative.

2. At least one Voting Director selected by the WOCO Board, from each of the following areas: fiscal, student services, and technology.
3. Each Voting Director shall be entitled to one (1) vote at any meeting of the Board at which such Voting Director is present.

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 Voting Directors.

E. The Board of Directors shall meet at least four (4) times a year. Additional meetings may be called by the President or a majority of the Directors. Any Member of WOCO 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. Proxy voters via email may be utilized as necessary.

G. *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

At the August Board meeting, the Board shall elect from among the Directors, a President, Vice-President, and Secretary. If a vacancy occurs in any office a replacement shall be chosen at the next meeting of the Board. Terms of office shall be for two years and reappointment may occur.

IV. DUTIES OF OFFICERS

A. President: The President shall preside at all meetings of the Board, shall approve the records thereof and shall sign all written contracts, deeds, mortgages, bills of sale and all other obligations of this Council upon resolution of the Board. The President shall see that all orders and resolutions of the Board are carried into effect. The President may appoint a parliamentarian. The President has the authority to create, appoint the membership of, and dissolve, all committees, and shall be a member ex-officio of all committees.

B. Vice-President: The Vice-President shall perform all duties of the President in the President's absence or inability to act, and shall have such other and further powers and perform such other and further duties as may be assigned by the Board.

C. Secretary: The Secretary shall keep the minutes of all proceedings of the Board and make a proper record of them. The Secretary shall keep such books as may be required and generally perform such duties as may be assigned by the Board. The Secretary does have to be a Board member.

V. ADMINISTRATION OF WOCO

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

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

C. 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. The Board shall meet on the first Thursday of November, February, May and August. Any meeting may be cancelled by action of the President in the event of hazardous weather conditions or other appropriate cause. Any Member may have representation at the board meetings, if they so desire.

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

C. Written notice of the time and place of each regular meeting shall be sent to each Board member 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 Voting Directors, provided that proper notice of said meeting has been given in accordance with the law and provisions contained in these Bylaws, unless the presence of a larger number of Directors is required by law, the Agreement 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 President:

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 President, with the approval of the Board. The President, with the approval of the Board, may appoint such special

committees as he/she deems necessary and such committees shall serve at the pleasure of the President, unless authorized in advance by the Board. No committee has the authority to take any official action; committees make recommendations for official action to the Board. Committees may be drawn from Board, the Members, contracting organizations of WOCO, or from other sources, at the pleasure of the President and the Board.

VIII. AMENDMENTS

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

IN WITNESS WHEREOF, the current Members of the Western Ohio Computer Organization (WOCO), as set forth in Exhibit A hereto, and pursuant to the resolutions heretofore duly adopted or subsequently approved by their boards of education/governing boards, have signed the foregoing Agreement for the Establishment of the Western Ohio Council of Governments as a Regional Council of Governments on the date indicated below their respective signatures, for the purpose of reorganizing WOCO as a regional council of governments under Chapter 167 of the Ohio Revised Code, such reorganization to be effective July 1, 2014.

EXHIBIT A

Members of WOCO

Anna Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Auglaize County ESC	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Bellefontaine City	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Benjamin Logan Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Botkins Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Fairlawn Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Ft. Loramie Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Graham Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Hardin County ESC	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Hardin Houston Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Hardin Northern Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Indian Lake Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Jackson Center Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Kenton City Schools	<hr/>	<hr/>
	Treasurer or Superintendent	Date

Logan County ESC	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Madison-Champaign ESC	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Mechanicsburg Exempted	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Minster Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
New Bremen Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
New Knoxville Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Ohio Hi-Point Career	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Ridgemont Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Riverdale Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Riverside Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Russia Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Shelby County ESC	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Sidney City Schools	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Triad Local	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Upper Scioto Valley	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Upper Valley Career	<hr/>	<hr/>

	Treasurer or Superintendent	Date
Urbana City	<hr/>	<hr/>
	Treasurer or Superintendent	Date
Waynesfield-Goshen	<hr/>	<hr/>
	Treasurer or Superintendent	Date
West Liberty-Salem	<hr/>	<hr/>
	Treasurer or Superintendent	Date