

# **LAKE GEAUGA COMPUTER ASSOCIATION**

## **Constitution**

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# **Constitution**

## **for**

# **Lake Geauga Computer Association**

### **Article I. NAME, FISCAL AGENT, SITE and MISSION STATEMENT**

- A. The name of this cooperative group shall be Lake Geauga Computer Association, hereinafter referred to as "LGCA".
- B. The Fiscal Agent shall be the Geauga County Educational Service Center.
- C. The Information Technology Center (ITC) location shall be Auburn Career Center of the Auburn Vocational School.
- D. The mission of the Lake Geauga Computer Association is to provide quality, cost-effective services that enable member school districts, individually and interactively, to manage data and to utilize technology effectively for educational and administrative purposes.

### **Article II. PURPOSE**

- A. The purpose of LGCA is to develop and employ a computer system efficiently and effectively for the needs of the member boards of education.
- B. The areas into which the computer system will be deployed shall be by the approval of the membership as set forth in the Constitution in accordance with the approval of the State Superintendent of Instruction.

### **Article III. MEMBERSHIP**

- A. Membership into LGCA shall be open to any user entity within the geographic area as determined by the State Department of Education.

Such application shall be submitted in writing by the Superintendent to the Fiscal Agent. At a regular or special Assembly meeting, it shall act upon the application by duly adopted resolution. The applicant member shall be included in the Association and deemed a Participating Member hereunder if such inclusion is approved by the State Superintendent of Public

Instruction and by the affirmative vote of at least 50% + 1 of the Association members, the applicant member executes the document, and the applicant member appropriates and remits to the Fiscal Agent an initial monetary assessment, if any, for Association Costs in an amount approved by the Assembly. The applicant member shall thereafter be a Participating Member and, as such, assessed its portion of the Association Costs by the same method and using the same formula as any other Participating Member.

- B. A member may be disqualified of membership in accordance with Article VI, section E, subsection 3e; by a vote of 60% of the membership and such disqualification from membership and the benefits furnished by the Association shall be effective within 180 days after notification. A disqualified member shall be liable for all obligations incurred during the period unless the disqualified members elect to have the disqualification effective sooner.
- C. A member may withdraw from the Association provided the member has given written notice in the form of a resolution by the member's board to the chairman, of the Assembly stating the member's intention to withdraw. Such withdrawal shall be effective on the 30<sup>th</sup> day of June of the subsequent fiscal year from the receipt of the resolution. All financial commitments of the member shall be met or secured prior to the effective date of the withdrawal. Furthermore, a member who withdraws shall forfeit any equity that it has in LGCA.
- D. The Fiscal Agent board of education shall be the entity which shall supervise the LGCA staff; employ persons; discipline and discharge employees; purchase and own equipment and fixtures; employ independent contractors and services; be obligated to perform all duties necessary to implement the functions of the Association; and shall ultimately be the Fiscal Agent for the receipt of funds and the expenditure of funds.
- E. The Fiscal Agent board of education shall employ persons; discipline and discharge employees; purchase equipment and fixtures and employ independent contractors and services only on the written approval of a majority of the Executive Committee.

The Fiscal Agent board of education may withdraw as Fiscal Agent by serving notice to the Executive Committee. Such withdrawal shall take effect 180 days after the meeting of the Executive Committee at which time such notice is presented.

At any meeting of the Assembly, provided there is a notice of the proposed action in writing of at least seven (7) days, the Fiscal Agent board of education may be removed from that position and a different Fiscal Agent board of education named by a majority vote of Executive Committee.

Upon withdrawal or removal of the Fiscal Agent, he/she shall transfer to the newly designated Fiscal Agent all books, records, including contracts of employees and with independent contractors, equipment, fixtures and materials, and shall cooperate in the transition of the fiscal responsibilities as designated in this Constitution.

#### **Article IV. AMENDMENT OF CONSTITUTION**

- A. At any meeting of the Assembly, provided there is notice of at least seven (7) days in writing, the Constitution may be amended by a two-thirds (2/3) majority of all members.

For a quorum at such a meeting, at least two-thirds (2/3) majority of all members must be present. Resolutions for such amendments and changes shall be presented in writing to the Chairman of the Executive Committee at least forty-five (45) days before the Assembly meeting is held and the Chairman shall circulate same to all Assembly members at least thirty (30) days prior to the meeting.

#### **Article V. THE ASSEMBLY**

- A. MEMBERSHIP. The Assembly shall consist of superintendent and the treasurer of each member. Each member shall have one vote and that vote will be cast by the superintendent or his/her designee.
- B. POWERS AND DUTIES OF THE ASSEMBLY.
1. Elect the Executive Committee.
  2. Approve new cooperative ventures and services into which the computer system will be deployed, upon recommendation from the Executive Committee.
  3. Approve the annual Association budget, upon recommendation from the Executive Committee.
  4. Approve fees to be charged for services, development expenses and purchases of equipment, upon recommendation from the Executive Committee.
  5. Amend the Constitution.

- C. QUORUM. A majority of Assembly membership shall constitute a quorum.
- D. MEETINGS. The Assembly shall meet semiannually and at such other times as the Executive Committee requires action on recommendations

## **Article VI. THE EXECUTIVE COMMITTEE**

- A. MEMBERSHIP. The Executive Committee shall consist of six (6) superintendents of members and five (5) treasurers and two (2) “at large” members from the user groups (other than a superintendent, non member or treasurer) as follows:
  - 1. The superintendent of the Fiscal Agent School district.
  - 2. Five (5) additional superintendents who shall be elected by Assembly representatives. A minimum of one (1) member shall be elected from each county served.
  - 3. Five (5) treasurers selected by a vote of a majority of all treasurers in the Assembly.
- B. TERMS OF OFFICE. The Fiscal Agent representative shall be a permanent member of the Executive Committee. Other members shall be elected for three (3) terms, except that the first terms shall be staggered so as to provide for the election of no more than three (3) new Executive Committee members each year. The term shall start September 1.
- C. QUORUM. A quorum shall consist of a majority of the Executive Committee.
- D. MEETINGS. The Executive Committee shall meet at least quarterly. Additional meetings may be called as necessary by the Chairman or by the majority of the Executive Committee members, the Fiscal Agent or the Assembly. Any member of the Association may attend Executive Committee meetings. A member of the Executive Committee may designate an alternative to represent him at the meeting upon written certification to the Chairman.
- E. POWERS AND DUTIES.
  - 1. To oversee and supervise the overall operation along with the Fiscal Agent.
  - 2. To promote publicity.
  - 3. To make recommendations to the Assembly on the following:
    - a. Amendments to the Constitution.

- b. Budgets.
  - c. Expansion of facilities, services to be rendered or promotion of new ventures in computer assistance to boards.
  - d. Fees, assessments and charges to members or contracting agencies for services, expansion of services, purchases of new equipment.
  - e. Disqualification of members for not cooperating in the programs, not abiding by the rules and regulations of the Assembly, Executive Committee or of not meeting financial obligations as incurred.
  - f. Operating policies and procedures.
4. The Committee shall have the authority to call a meeting of the Assembly as it sees a need.
  5. To do all as directed by the Assembly as shown in its minutes.
  6. To direct the Fiscal Agent, as instructed by the Assembly, in relation to persons to be employed, discipline, work rules and regulations and all other matter relating to employees.
  7. To take all steps necessary to insure that all data acquired on behalf of members shall be held in trust for that member and no transfer or release of a member's data shall occur without prior authorization from that user entity.
  8. To develop and implement all policies concerning business continuity, security, data retention and reporting, and the level of bonding required for employees for the faithful performance of duties and shall take any and all other steps necessary to comply with Chapter 3301-3 O.A.C. governing Information Technology Centers including any and all steps necessary to allow this Information Technology Center to retain its site permit.

#### F. OFFICER AND STAFF

1. CHAIRMAN. The Executive Committee shall elect one of its members as Chairman to serve for a term of one year. The Chairman shall:
  - a. Preside at all meetings of the Executive Committee and the meetings of the Assembly.
  - b. See that agendas for the above meetings are sent one week in advance of the meetings;
  - c. See to the preparation of an annual report on activities of the Association's cooperative ventures; present it at the annual Assembly meeting and distribute it to the boards of education of member districts;
  - d. Provide liaison between Executive Committee and Assembly members concerning operations of the computer center in the interim between board meetings.

- e. In the event of the death, resignation or removal from the position which qualifies the Chairman to serve, the Vice-Chairman shall assume the position of Chairman for the remainder of the term.
2. VICE-CHAIRMAN. The Executive Committee shall elect one of its members as Vice-Chairman to serve a term of one year. The Vice-Chairman shall:
  - a. Preside in the absence of the Chairman.
  - b. Succeed to the office of Chairman, should it be vacated before the end of the term.
  - c. Assist the Chairman in the discharge of his duties.
  - d. Responsible for coordinating standing committees and user groups.
  - e. In the event of the death, resignation or removal from the position which qualifies the Vice-Chairman to serve, or upon assuming the office of Chairman, the Executive Committee shall select a replacement for the Vice-Chairman for the remainder of the term.
3. SECRETARY. The Executive Committee shall appoint a Secretary. The Secretary shall:
  - a. Keep and distribute to all members of the Association a full and accurate record of proceedings and transactions of meetings of the Executive Committee and Assembly.
  - b. Perform other duties assigned by the Chairman of the Executive Committee.
  - c. In the event of the death, resignation or removal from the position which qualifies the Secretary to serve, the Executive Committee shall select a replacement for the Secretary for the remainder of the term.
4. CONTROLLER (STAFF POSITION). Since section 3313.92 of the Ohio Revised Code made it mandatory for one board of education to administer the financial transactions of any joint agreements among boards, the treasurer of the Fiscal Agent shall be appointed Controller. The Controller shall:
  - a. Receive and disburse all funds in accordance with the budget as approved by the Assembly. No expenditures or commitment of funds beyond the approved budget shall be undertaken by the Fiscal Agent treasurer or any other member without the approving vote of the Assembly,
  - b. Undertake all other financial transactions necessary to the work of the Association,
  - c. Prepare all necessary fiscal reports for the Executive Committee and the Association.

G. **STANDING COMMITTEES.** Standing Committees shall be formed to make recommendations to the Executive Committee. The Committees will have one member of the Executive Committee who will act as a representative of the Executive Committee. The standing committees shall elect their own chairperson. Committee chairman shall encourage membership participation from all end users.

There will be three (3) Standing Committees; the Planning/Policy Committee, the Finance Committee, and the Personnel Committee. The functions of these Committees will be as follows:

1. **PLANNING/POLICY COMMITTEE.** This committee will recommend to the Executive Committee long term and short term goals for the Association, examine current services and future service needs and recommend changes and additions review and recommend organizational structure and operational procedures deemed necessary to efficiently manage the Association. This committee will periodically review the Constitution and recommend changes either in the Constitution or procedures to insure compliance. This committee will draft policies regarding consumer training, monitoring of financial operations, compliance with state mandates, and leadership roles in education. This committee will present proposed policies to the Executive Committee for review and revision.
2. **FINANCE COMMITTEE.** This committee will make recommendations as to the fee structure of the Association, assist in the preparation of the annual budget, and assist the Fiscal Agent in resolving financial problems with member districts.
3. **PERSONNEL COMMITTEE.** This committee will make recommendations as to job descriptions, salaries, fringe benefits for all employees. The committee will also interview and do initial screening, along with the Director, of all new personnel. If possible the committee will recommend two (2) applicants for each opening to the Executive Committee.

It will be the responsibility of this committee, in conjunction with the Fiscal Agent, to annually evaluate the Director and share this evaluation with the Executive Committee.

The Director will meet regularly with and act as advisor to all of the Standing Committees.

**User Groups:** Treasurers', Student Services, Educational Services, Business Services, Technology Services, Media Specialists and Non Member Districts served by ITC.

**Statement of intent of user groups:** to recognize that the success of LGCA is dependent on user involvement with decisions based on balanced input from consumers which will provide informed leadership in the best utilization of resources. The structure should allow flexibility to meet member needs.

Members of each user group would select their own chairperson. That Chairperson in turn would become a member of the Planning/Policy Committee. The superintendent from each district shall assign a liaison to each user group (with exception of treasurers' user group). Each district may have at least one (1) representative on each user group.

#### **User Groups defined**

**Treasurers'** user group will provide feedback on personnel packages, fixed assets (if applicable), payroll, accounting and other functions related to the financial operation of the school district.

**Student Services** will focus on EMIS, scheduling, GPA, attendance and other functions related to student records.

**Educational Services** will provide input on Internet, testing, curriculum issues and other functions related to educational resources.

**Business Services** will review food service package, transportation, fixed assets (if applicable), maintenance programs and other functions related to operation of non academic affairs.

**Technology Services** will review data security, wiring, technology standards and other functions related to technology.

**Media Specialists** will provide input on Info Ohio and other functions related to library/media centers.

**Non member** user group districts will concentrate on data transmission aspects and other issues pertinent to this group.

The Executive Committee may assign ad hoc committees as deemed necessary.

## **Article VII. FISCAL OWNERSHIP AND RULES OF MEETINGS**

- A. **FISCAL YEAR.** The fiscal year of the Association shall be July 1 through June 30.
- B. **OWNERSHIP.** Title to any and all equipment, buildings, furniture and other goods purchased for LGCA shall be held in trust for the member districts by the Association's Fiscal Agent. Any school district withdrawing from the cooperative shall forfeit their claim to the Association's assets. In the event of dissolution of the organization, all current members will share in net obligations or asset liquidation in a ration proportionate to their last twelve (12) months' financial contributions and likewise shall participate in proceeds from sale of assets upon liquidation.
- C. **RULES OF MEETINGS.** All meetings provided for in the Constitution shall be conducted in accordance with the latest edition of Robert's Rules for Conducting Meetings at the time of the meeting unless specifically amended or abridged by the within Constitution or by resolution of any entity as described in the Constitution.

The chairperson shall be the parliamentarian procedures officer and his decisions shall be final when rendered.

- D. **MEMBERSHIP OBLIGATIONS.** All user entities upon being made members shall enter into an agreement for services and therein obligate themselves to the following:
  - 1. Pay all fees, charges and assessments as charged.
  - 2. Assume on behalf of and save the Fiscal Agent harmless for any liabilities, obligations, claims, damages, penalties, causes of action, costs or expenses relating to the operation and activities of the Consortium. Amounts to be paid in settlement of any such claims to damages, including attorneys' fees and costs and expenses, shall be apportioned among all Consortium members districts to the extent permitted by law.
  - 3. Cooperate with the Fiscal Agent on settling or litigating any such claim.
  - 4. Promptly, efficiently and effectively cooperate in the implementation of a program which a member elects to join and assist in the operation of said program.

## **Article VIII. DISSOLUTION OF THE COOPERATIVE**

- A. Dissolution of the organization shall occur when the members, at a regular Assembly meeting or one specifically for such purpose, vote by a two-thirds (2/3) favorable vote of all Assembly members to dissolve this Association.

## **Article IX. MEMBERSHIP ROSTER**

- A. The following boards of education, at a duly authorized meeting and by a majority vote thereof, subscribe to the foregoing Constitution of LGCA and authorize the Superintendent to execute the subscription on behalf of the board, with full authority to participate and to obligate the board as set out herein.

## **Article X. DEFINITIONS**

- A. DEFINITIONS. As used in this Constitution, the following terms shall have the following meanings:
  - 1. "Agreement" shall mean the Lake Geauga Computer Association's Constitution, as the same may be amended, modified or supplemented, in accordance with Article IV hereof.
  - 2. "Annual Association Budget" shall mean the plan of expenditures approved by the Assembly for Capital and Operation Costs for a specific Fiscal Year pursuant to Article V Section B as recommended by the Finance Committee and Executive Committee.
  - 3. "Assembly" shall mean the legislative and advisory body originally established pursuant to the Constitution, and on and after adoption of this Agreement shall mean the body established pursuant to Article V hereof having those powers and duties enumerated in this Agreement.
  - 4. "Association" shall mean the collective body of Participating Districts in good standing.
  - 5. "Association Assets" shall mean any and all equipment, building, furniture, and other goods purchased for LGCA to be held in trust for the Participating Districts.
  - 6. "Budgets" shall mean collectively the operating and capital subaccounts of the LGCA, maintained by the Fiscal Agent pursuant to Article IV

Section F4 hereof, into which it shall place any and all monies received from the Participating Districts or any other source. Interest earned on the monies shall be paid to that account.

7. "Information Technology Center (ITC)" shall mean the facility which houses the LGCA Staff and computer equipment, presently the Auburn Career Center in Concord Township, Ohio.
8. "Computer System" shall mean the program established under this Agreement to provide computer services to Participating Districts.
9. "Costs" shall mean both the Capital Costs and Operating Costs.
10. "Director" means the Director of the Lake Geauga Computer Association.
11. "Fees" shall mean the portion of Association Costs assessed to each member district as recommended by the Finance Committee and Executive Committee and approved by the Assembly.
12. "Fiscal Agent" shall mean the organization designated in Article I Section B to coordinate, administer, supervise and implement the expenditure of funds, in accordance with the Annual Association Budget and maintain the personnel as specified in Article III Sections D and E.
13. "LGCA" means the Lake Geauga Computer Association.
14. "LGCA Staff" shall mean the persons employed by the Fiscal Agent on behalf of the Association to operate the Computer System and provide consulting services to Participating Districts.
15. "Participating District" shall mean the board of education of any school district whose superintendent and/or designee has, pursuant to the Resolution heretofore adopted by its board of education, caused this Agreement to be executed in its name.
16. "Rules and Regulations of the Assembly" shall mean the rules promulgated by the State Department of Education pursuant to the Ohio Revised Code and additionally stipulated by the Assembly.
17. "Standing Committees" shall mean those committees formed to provide additional information and make recommendations to the Executive Committee.

18. "State" shall mean the State of Ohio.
19. "User Entity" shall mean any organization authorized by the Department of Education to utilize the services of an Information Technology Center, including any city, county, exempted village, local, joint, vocational, or cooperative education school district or any public community school.