

AGREEMENT REGARDING  
THE NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY PROGRAM  
  
OF THE  
  
METROPOLITAN REGIONAL SERVICE COUNCIL

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AGREEMENT REGARDING THE NORTHEAST OHIO NETWORK FOR  
EDUCATIONAL TECHNOLOGY PROGRAM  
OF THE  
METROPOLITAN REGIONAL SERVICE COUNCIL

This Agreement Regarding the Northeast Ohio Network for Educational Technology Program of the Metropolitan Regional Service Council ("Agreement"), amending and superseding the Prior Agreement (defined below) is made and entered into as of July 1, 2008 between the Metropolitan Regional Service Council (the "Council") and the members of the Council that are participating in the Council's information technology services program known as the Northeast Ohio Network for Educational Technology ("NEOnet").

Recitals

WHEREAS, certain boards of education of school districts entered into an agreement in 1995 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 "Prior Agreement"); and

WHEREAS, the Prior Agreement was entered into under authority of Ohio Revised Code Section 3313.92, which requires, among other things, that a board of education of a school district (or governing board of an educational service center) serve as fiscal agent for the ITC program, and accordingly the Summit County Educational Service Center contracted to be the fiscal agent for the ITC program; and

WHEREAS, Ohio Revised Code Section 3301.075 was amended in 2001 to permit participation in the OECN by cooperative programs organized as councils of governments under Ohio Revised Code Chapter 167; and

WHEREAS, the participants in the ITC program known as NEOnet have determined to reorganize NEOnet as a cooperative program of the Council in order to permit the Council to serve as the fiscal agent for the program and perform other services that have been provided by the Summit County Educational Service Center; and

WHEREAS, the Council and the members of the Council participating in the NEOnet program (referred to in this Agreement as the "Members") have determined to amend and replace the Prior Agreement in its entirety by the adoption of this Agreement, to provide for the reorganization of NEOnet under Ohio Revised Code Chapter 167 as a cooperative program of the Council for information technology services (the "Information Technology Program") in

compliance with Ohio Revised Code Section 3301.075, Ohio Revised Code Chapter 167 and Ohio Administrative Code Chapter 3301-3 and the rules and regulations of the Ohio Department of Education (the "ODE Rules").

WHEREAS, the Board of Directors of the Council and the Assembly have approved the reorganization and this Agreement; and

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

NOW, THEREFORE, it is agreed by and among the Members and the Council, that:

Section 1. Definitions. Capitalized words and phrases used in this Agreement, and not otherwise defined in this Agreement, shall have the meanings given in the Agreement for Establishment of the Metropolitan Regional Service Council ("Council Agreement") and the Amended Bylaws Governing Metropolitan Regional Service Council ("Council Bylaws"), each as amended to this date, and as each may be subsequently modified or amended. The cooperative program established pursuant to this Agreement is referred to as the "Information Technology Program" or sometimes simply as the "Program" or "NEOnet".

Section 2. Fiscal Year. The fiscal year of the Program shall be the twelve-month period beginning July 1 and ending June 30 (the "Fiscal Year"). The Fiscal Year for the Program may be changed as provided in the Council Agreement and Council Bylaws.

Section 3. Cooperative Arrangements for Information Technology Services. On behalf of the Members of the Program, the Council may undertake arrangements for the administration and provision cooperatively 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 Council Agreement, Council Bylaws and this Agreement, each as may be amended from time to time. The Council at all times shall provide at a minimum the core services required to qualify the Program 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 ODE 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 members.

The Council, 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; shall 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

quality implementation standards for each area of service; shall repair and maintain the network and equipment for accessing the Internet; shall coordinate and manage an integrated services network; shall hold a valid permit and maintain compliance with the criteria established by ODE Rules for that permit; shall comply with Ohio Revised Code Section 3301.075 and with the OECN line item appropriation language contained in the most recent budget enacted by the Ohio General Assembly; shall provide all reports required by ODE Rules, including but not limited to a continuing improvement plan; shall formulate a written business continuity 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; and take all other actions required of the Council in order to meet the responsibilities of the Council and its Members and to meet the performance requirements of the Program under ODE Rules.

The Council shall, on behalf of the Members and pursuant to the directives of the Board of Directors, make arrangements for the acquisition of facilities, equipment or any other permanent improvements determined by the Board of Directors to be necessary or useful to the operation of the Program, as more specifically provided in Section 7.

The Council shall, on behalf of the Members and pursuant to the directives of the Board of Directors, and subject to 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 5 of this Agreement: (a) employ staff necessary for the Program and be responsible for payment of their compensation and benefits; (b) make arrangements for one or more sites to house the Program 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; (d) arrange for the acquisition, on behalf of the Members, by purchase, lease or lease with an option to purchase, of facilities, equipment, software and supplies for use by the Members in connection with the Program; and (4) in the event that any improvements to be acquired in connection with the Program are subject to State statutory competitive bidding procedures, prepare or cause to be prepared any required advertisements for bids, bidding documents or contracts.

#### Section 4. Management and Operation of the Program.

(A) Board of Directors. The Board of Directors of the Council shall have, in addition to its powers and duties under the Council Agreement and Council Bylaws, the following specific powers and duties in connection with the management and operation of the Program, 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 5 of this Agreement) or in the process of collection for deposit in the Program Fund:

(1) It shall oversee the operation of the Program.

(2) It shall consider, approve and establish the programs, services and facilities to be offered by the Program to the 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 12 of this Agreement; and it

shall review and approve all contracts to be entered into between the Council and others relating to the Program.

(3) It shall authorize expenditures to be made for the Program.

(4) It may establish advisory committees, from time to time, in accordance with the Council Bylaws, to advise the Board of Directors with respect to the Program.

(5) It shall authorize the employment by the Council of any staff necessary for the Program and establish their salaries, benefits and work and disciplinary rules. It may contract or lease services on such terms as it may approve.

(6) It shall determine the fees and charges for special services, supplies or equipment not included in each Member's share of the costs of the Program.

(7) It shall authorize the acquisition of any data processing equipment for the Program and establish rules concerning the use and operation of that equipment.

(8) It shall make recommendations to the Assembly or the Members concerning any matter relating to the operation of the Program, including but not limited to: (a) amendments to or modifications of this Agreement, (b) appropriations for Program Costs (defined in Section 9 of this Agreement), (c) each Member's share of Program Costs, (d) expansion or modification of facilities and services to be included in the Program, (e) methods for allocating the amount of time the data processing equipment may be used by each Member, (f) the admittance of new Members to the Program, and (g) disqualification of Members from participation in the Program.

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

(B) Assembly. The Assembly representatives shall have, in addition to their powers and duties under the Council Agreement and Council Bylaws, the following specific powers and duties in connection with the Information Technology Program :

(1) They shall determine, upon recommendation from the Board of Directors as described in Section 9 hereof, the total estimated costs of the Program for each Fiscal Year, the percentage of the total estimated Program Costs to be allocated to each Member and to any Program Participants (as defined in Section 12) receiving services of the Program, and the annual appropriations for the Program for each Fiscal Year based upon those estimated Program Costs.

(2) They shall determine, upon recommendation from the Board of Directors, such other matters as the Board of Directors or the Assembly may from time to time determine to be matters requiring approval by the Assembly.

Whenever this Agreement provides for an approval or determination to be made by the Assembly, the approval or determination made by the representatives of the Members

participating in the Program shall constitute the approval or determination of the Assembly in accordance with the Council Agreement and Council Bylaws. The Assembly representatives of Members which are not participants in this Program shall not be entitled to vote on matters relating to this Program. Unless otherwise specified in this Agreement, actions to be taken by the Assembly under this Agreement shall require the affirmative vote of at least a majority of the representatives of the Members participating in the Program.

Organizations that are not Members of the Council but that are Program Participants as defined in Section 12 of this Agreement may be represented in the Assembly to the extent provided in Section 13 of this Agreement.

Section 5. Information Technology Program Fund. There is hereby established the Information Technology Program Fund ("Information Technology Program Fund" or "Program Fund") that shall be maintained by the Fiscal Officer of the Council as a separate fund for the payment of costs of the Program. The Board of Directors may from time to time authorize and direct the Fiscal Officer to establish separate accounts or subaccounts within the Program Fund. The Program Fund, consisting of the accounts and subaccounts as may be established from time to time, shall be subject to the laws of the State concerning the investment and management of public funds, particularly Revised Code Chapter 135, and shall be subject to audit and inspection by the Auditor of State.

The Fiscal Officer shall establish and maintain the Program Fund, separate and apart from all other funds and accounts of the Council and any funds of the Members of the Council. 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 the Information Technology Program. 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 6. Duties of the Fiscal Officer; Disbursements from Program Fund. The Fiscal Officer for the Council shall: (a) apply for the necessary permits for such of the Program's equipment for which permits are required by ODE Rules or other applicable laws or rules; (b) submit to the State Department of Education requests for financial assistance for the Program; (c) receive money from the State Department of Education for the Program and deposit, invest and disburse that money as provided in this Agreement; and (d) take such other actions as may be necessary or appropriate to facilitate the participation of the Program as an ITC in the Ohio Education Computer Network or as otherwise may be requested by the Board of Directors, including maintaining a minimum cash balance in the Program Fund equivalent to the greater of an average of thirty days' expenditures for the previous twelve-month period or anticipated expenditures of the Program for the next sixty days. 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 to be incurred by the Council 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 the Program in accordance with this Agreement. The Fiscal Officer shall provide the Board of Directors with such documentation concerning those services and expenses as the Board of Directors may reasonably request. Additional disbursements may be made by the Fiscal Officer from the Program Fund for payment of any other Program costs approved by the Board of Directors, upon the direction of the Board of Directors. Those disbursements may, in the case of the acquisition of equipment or other permanent improvements, be made directly to the equipment vendors or other third parties, as directed by the Board of Directors and consistent with applicable laws.

The cost of the purchase, lease 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 State statutory competitive bidding procedures, the Board of Directors shall be responsible for causing any required advertisements for bids, bidding documents or contracts to be prepared. Any contract for such improvements shall be executed by the Executive Director and/or the Fiscal Officer of the Council on behalf of the Members in accordance with the recommendations and determinations of the Board of Directors.

All costs and expenses incurred by the Council 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 the Council in connection with the Information Technology Program and those records shall be subject to inspection by the Board of Directors. Financial records shall also be made available to the Department within 60 days of the end of each fiscal year, in an electronic format as specified by the Department.

#### Section 7. Program Facilities.

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

(B) Equipment, Software, Supplies, and Materials. Unless otherwise authorized and approved by the Board of Directors, title to the Program equipment, software, supplies and materials shall be held in the name of the Council on behalf of the Members. The Board of Directors may authorize title to certain equipment and software to be held in the name of a Member



in order to facilitate tax-exempt financing thereof or otherwise obtain arrangements determined by the Board to be advantageous for the Program. The operation, maintenance, repair, replacement and disposition of all equipment, software, supplies and materials shall be subject to the directives of the Board of Directors, within the provisions of this Agreement and applicable State laws. The quantity, characteristics, capability and type of any new or replacement equipment, software, supplies or materials shall be determined by the Board of Directors. At the time it is determined to be necessary to acquire and install additional or replacement equipment, software, supplies, or materials, the Board of Directors shall include the costs for such acquisition and installation in its estimate of Program Costs prepared pursuant to this Agreement. If sufficient moneys to pay the costs for the acquisition and installation of any such equipment, software, supplies or materials is not received from State or other financial assistance program, those costs shall be allocated and assessed to the Members in accordance with this Agreement. Under no circumstances, however, shall the Board of Directors or the Fiscal Officer have the power to approve the purchase of equipment, software, supplies or materials in an amount, less any State or federal reimbursement, which exceeds the total unspent amount appropriated for costs of that equipment, software, supplies or materials and remitted to the Fiscal Officer or the Council by the Members pursuant to this Agreement, except as may be permitted by law.

Section 8. Insurance. The Council shall make arrangements for obtaining and maintaining fire and extended coverage insurance on the equipment and facilities of the Program. The Council may purchase policies of insurance directly or may reimburse a Member for the costs of insurance riders covering such equipment or facilities under insurance policies otherwise maintained by the Members with respect to their facilities generally. In the event of damage to or destruction of the equipment or facilities of the Program, upon a determination by the Board of Directors that the proceeds of insurance and other available funds of the Program are sufficient therefor, the Council 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, the Assembly fails to make other funds available therefor, and the Board of Directors determines that without replacement of that property it is not feasible for the Council to continue the Program, then the aggregate of the insurance proceeds and the balance in the Program Fund remaining after payment of all liabilities of the Program shall be distributed to all Members in the same proportion as that described in Section 16 hereof for surplus remaining upon termination of the Agreement.

Section 9. Estimate of Program Costs; Payments by Members. On or before November 30 in the Fiscal Year preceding the Fiscal Year for which the following estimates are made, the Board of Directors shall: (a) submit to the Assembly a written estimate of the costs of the Program for the next Fiscal Year ("Program Costs"), and (b) provide each Member with an estimate of each Member's share of such Program Costs. The estimates shall be presented in enough detail so that the Members can determine their sufficiency.

The Assembly shall consider the estimates and accept or modify the same and thereby authorize and approve the estimated budget and appropriations for the Program. The Board of Directors shall thereafter deliver to the Members, on or before December 1, an estimated budget of the Program for the next Fiscal Year evidencing each Member's share of such budget. Each Member shall include its share of the budget in its own tax budget submitted to the County Budget Commission.

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

Each Member shall, on or before July 15 of the Fiscal Year for which that budget was estimated, appropriate (pursuant to Chapter 5705 of the Revised Code) its share of the Program Costs included in that budget.

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

If the aggregate of the contributions of the Members and the financial assistance received from the State or other sources shall prove to be insufficient to pay Program Costs for that Fiscal Year, as determined by the Board of Directors, the Board of Directors shall promptly notify in writing each Member of such additional Program Costs and the amounts of such deficiencies and of each Member's share of such additional costs. Each Member shall appropriate (pursuant to Chapter 5705 of the Revised Code) the amount stated in such notice and remit the same to the Fiscal Officer of the Council within the time set forth in the written notice.

Failure by a Member to appropriate and remit any of its share of the Program Costs pursuant to this Agreement within 60 days after the same shall become due shall be deemed a withdrawal by such Member from the Program, unless the Member has petitioned the Board of Directors for an extension of time for payment and the Board of Directors has, by resolution, approved such an extension to a date certain.

Under no circumstances shall the Board of Directors or the Council 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 10. Applications for Financial Assistance and Reimbursement of Program Costs. Upon the direction of the Board of Directors, the Council 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 the Council shall be deposited in the Program Fund and disbursed for costs of the Program in accordance with this Agreement. To the extent applicable laws or policies require an application for financial assistance for the Program 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 the Council from such sources shall be deposited and disbursed for costs of the Program in accordance with the grant and applicable laws.

Section 11. Withdrawal of a Member. Any Member wishing to withdraw from participation in the Program shall notify the Board of Directors in writing no later than October 15 preceding the beginning of the Fiscal Year in which the Member seeks to withdraw from the Program. Any decision to withdraw from the Program must be made by duly adopted resolution of the board of education of the Member, except as provided in Section 9 hereof. Upon withdrawal under this Section, the withdrawing Member may not again become a Member participant in the Program until it has fully complied with the procedures contained in Section 12.

The Board of Directors shall determine the disposition of any equipment purchased with Program funds and assigned to a Member that withdraws from the Program. That disposition may be to require its return to the Council or to transfer ownership to the withdrawing Member with or without charge, as determined by the Board to be fair consideration under the circumstances.

Section 12. Additional Members; Contracted Services.

(A) Additional Members. The board of education of any school that is a political subdivision of the State of Ohio and 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 the Council and a participant in the Program. 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 the Program and, if the applicant is not a Member of the Council, requesting membership in the Council. The authorizing resolution of the applicant's board of education or governing body also must authorize and approve the execution of the Council Agreement, Council Bylaws and this Agreement. Following receipt of such application and resolution, the Board of Directors shall determine whether and when the applicant should be included in the Program, approvals that may be required by law or under the terms of any financial assistance program. The applicant shall be a Member in the Information Technology Program if: such inclusion in the Program is approved by the Board of Directors and the Assembly; the applicant executes and delivers this Agreement, the Council Agreement and Council Bylaws; and the applicant appropriates and remits to the Fiscal Officer of the Council an initial monetary assessment for Program Costs in an amount determined by the Board of Directors. The applicant shall thereafter be a Member under this Agreement and as such assessed its portion of the Program Costs by the same method and using the same formula as any other Member, in accordance with this Agreement.

(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 the Council to receive services or products of the Program from the Council without becoming a Member of the Council (each a "Program Participant"); provided that the Board of Directors determines, prior to entering into any such contract, that: (i) the Program will receive fair value for the services or products being provided, (ii) performance of the contract will not impair

the ability of the Council 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 the Council 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 13. Representation in Program by Program Participants.

All organizations that are Program Participants contracting with the Council to receive Program services or products under Section 12(B) of this Agreement may be represented collectively by a single representative (the "Non-Member Representative"). The Non-Member Representative may attend and participate in the portions of Assembly meetings relating to or affecting the Program and shall have one vote in the Assembly on such matters.

The single Program Participant elected to serve as the Non-Member Representative of all the Program Participants shall be selected by a caucus of the Program Participants. The governing body of the Program Participant selected by the caucus shall identify to the Council an administrative-level employee who will attend Assembly meetings and vote on behalf of the Program Participants. In the event there is a vacancy in such representative position or Program Participants shall otherwise fail to select such representative, the Chairman of the Board of Directors may appoint an administrative-level employee of any Program Participant to serve as the Non-Member Representative.

Section 14. Amendments. This Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment or supplement by (i) at least a majority of the Board of Directors, and (ii) at least a majority of the representatives in the Assembly. Reference in this Section to the Assembly representatives means the representatives of the Members and the Non-Member Representative of the Program Participants. 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 15. 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 16. Term and Termination. It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

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

Unless otherwise agreed according to the terms hereof, upon termination of the Agreement the Board of Directors shall direct the sale or other disposition to be made of all equipment and facilities purchased with funds of the Program, by procedures prescribed by law and for the highest value obtainable. After payment of all known obligations of the Program, 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.

No Member shall be required, by or under the Agreement, by amendment or otherwise, to pay any sum upon termination hereof, unless it shall have expressly agreed thereto.

Section 17. Effectiveness and Counterparts of the Agreement. This Agreement shall replace the Prior Agreement effective as of the later of (i) July 1, 2008, or (ii) such date by which this Agreement shall have been approved by the Board of Directors, the Assembly, and the boards of education of at least two-thirds of the Members of the Program. The Agreement may be signed in separate counterparts on behalf of any one, or more than one, of the Members and on behalf of the Council, without necessity for any one counterpart to be signed on behalf of all. Separately signed counterparts shall be filed with the Secretary of the Council and shall together constitute one Agreement.

Section 18. Notices; Reports; Miscellaneous. Any notice to a Member required to be in writing shall be deemed given if (i) left at the office of the representative to the Assembly of such Member, or (ii) deposited in the United States mail, postage prepaid, by first-class mail addressed to such representative or (iii) delivered through the Program's electronic mail system, provided there has been confirmation of the receipt of such electronic mail (which confirmation may be by electronic means).

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

Any references herein to the State Superintendent of Public Instruction, the Auditor of the State or to other offices established by statute, shall include reference to such office regardless of subsequent statutory change of name or title and shall include reference to any board, department, other public body, or officer as shall succeed to the relevant functions by reason of any statutory change.

[signature page follows]

IN WITNESS WHEREOF, the Council and the Members, pursuant to the resolutions heretofore duly adopted by their governing boards, have signed the Agreement on the date indicated below their respective signatures, but effective as of the date provided in Section 17.

METROPOLITAN REGIONAL SERVICES  
COUNCIL

BOARD OF EDUCATION OF THE  
PIONEER CAREER AND TECHNOLOGY  
CENTER

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
President of the Board  
of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

And By: \_\_\_\_\_  
NEOnet Executive Director

And By: \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

And By: \_\_\_\_\_  
NEOnet Treasurer

And By: \_\_\_\_\_  
Treasurer

Date: \_\_\_\_\_

Date: \_\_\_\_\_