

**AMENDED AND RESTATED AGREEMENT REGARDING
AREA COOPERATIVE COMPUTERIZED
EDUCATIONAL SERVICE SYSTEM PROGRAM**

This Agreement has been filed with, and approved by, the State Superintendent of Public Instruction in accordance with Ohio Revised Code Sections 3301.075 and 3313.92.

Date _____
By: _____

TABLE OF CONTENTS

	Page
Preamble	1
Recitals	1
Section 1. Definitions.....	2
Section 2. Fiscal Year	2
Section 3. Management of Program.....	2
Section 4. Program Fund and Accounts.....	4
Section 5. Duties of Fiscal Agent; Disbursements from Network Account	5
Section 6. Duties of Council; Disbursements from Council Account	6
Section 7. Program Facilities	7
Section 8. Insurance	9
Section 9. Estimate of Program Costs; Payments by Participating Districts.....	10
Section 10.Applications for Financial Assistance and Reimbursement of Program Costs	11
Section 11.Withdrawal of a Participating District	11
Section 12.Additional Participants, Activities and Services.....	12
Section 13.Change of Fiscal Agent.....	13
Section 14.Conduct of Meetings.....	13
Section 15.Amendments	13
Section 16.Assignability	14
Section 17.Term and Termination	14
Section 18.Effectiveness and Counterparts of the Agreement.....	14
Section 19.Notices; Reports; Miscellaneous.....	14
Signature Pages.....	16
Fiscal Officer Certificates.....	17
Exhibit A – Participating Districts of the Computer Systems Program	
Exhibit B – Other User Entities Currently Utilizing Services of the Computer Systems Program	
Exhibit C – Non-Member Public Schools Currently Among Other User Entities	
Exhibit D – Non-Member Public School Acknowledgment	

**AMENDED AND RESTATED AGREEMENT REGARDING
AREA COOPERATIVE COMPUTERIZED
EDUCATIONAL SERVICE SYSTEM PROGRAM**

This Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program (this "Agreement"), amending, restating and superseding the prior agreements described below, is made and entered into as of _____, 200_ between and among ACCESS Council, a regional council of governments organized pursuant to Ohio Revised Code Chapter 167 ("Council") and the boards of education or other governing bodies of the public schools listed in Exhibit A incorporated herein by reference ("Participating Districts") with the approval of the Governing Board of the Mahoning County Educational Service Center, as fiscal agent ("Fiscal Agent") for the Program governed by this Agreement (also referred to herein as the "Program Agreement"):

Recitals

WHEREAS, pursuant to Ohio Revised Code Section 3313.92, the Participating Districts may, subject to the approval of the Ohio Superintendent of Public Instruction ("State Superintendent"), enter into agreements for the cooperative acquisition, management and use of certain facilities and the cooperative participation in programs or services in connection with those facilities, including participation in the Ohio Education Computer Network ("OECN") established pursuant to Ohio Revised Code Section 3301.075 and the rules of the Ohio Department of Education ("ODE") promulgated pursuant thereto including those codified at Chapter 3301-3, Ohio Administrative Code, with respect to OECN user entities, data acquisition sites and information technology centers ("Department Rules"); and

WHEREAS, pursuant to Ohio Revised Code Section 3313.92, certain of the Participating Districts adopted a constitution, as amended December 18, 1984, and further amended in November, 1992, February 1997 and May 1998 ("Original Agreement") to provide a cooperative program for the establishment and operation of an economic computer system to serve administrative, instructional and other technological needs of the Participating Districts ("Computer Systems Program" or "Program"); and

WHEREAS, the Participating Districts determined to provide for the establishment of the Council for the purpose of fostering cooperation among its members ("Council Members" or "Members") in all areas of educational service subject to the requirements of Ohio Revised Code Sections 3301.075 and 3313.92, governing eligibility for participation in the OECN and the receipt of funds appropriated by the General Assembly of the State of Ohio for the OECN; and

WHEREAS, the Council Members approved and entered into the Agreement for Establishment of the ACCESS Council dated as of June 1, 2001 ("Council Agreement"), and the representatives of the Council Members (collectively, "Assembly") adopted the Bylaws Governing the ACCESS Council effective July 1, 2001 (as amended, "Bylaws") and, with the approval of the State Superintendent, determined to amend and restate the Original Agreement in its entirety by the authorization, execution and delivery of the Agreement Regarding Area Cooperative Computerized Educational Service System entered into as of June 1, 2001 ("Prior

Agreement”) to provide for the governance and operation of the Computer Systems Program (as used in the Prior Agreement) operated by the Council for the benefit of the Participating Districts and to fulfill the requirements of Ohio Revised Code Section 3301.075 in accordance with the Department Rules; and

WHEREAS, since the effective date of the Prior Agreement, ODE has adopted new Department Rules that apply to the Computer Systems Program and, in order to comply with those new Department Rules, the Board of Directors of the Council (“Board”) has recommended to the Assembly, and the Assembly has approved the adoption, execution and delivery of this Agreement and certain related amendments to the Council Agreement and Bylaws, and the Fiscal Agent has approved this Agreement; and

WHEREAS, following approval of this Agreement by the boards of education or other governing boards or authorities (collectively, “governing bodies”) of two-thirds of the Participating Districts, the execution of this Agreement by the Participating Districts, the Council and the Fiscal Agent, and the approval of this Agreement by the State Superintendent, this Agreement shall amend, restate, replace and supersede the Prior Agreement and copies shall be provided to all user entities, defined in the Department Rules (“User Entities”) currently utilizing the services of the Computer Systems Program other than the Participating Districts, which User Entities are identified in Exhibit B hereto, including all current User Entities that are Non-Member Public Schools (defined in Section 12(B) hereof), as identified in Exhibit C hereto;

NOW, THEREFORE, it is agreed by and among the Participating Districts, the Council and the Fiscal Agent, that:

Section 1. Definitions. Capitalized words and phrases used in this Agreement, and not otherwise defined in this Agreement, shall have the meaning given in the Council Agreement or, if not defined in the Council Agreement, as given in the Bylaws.

Section 2. Fiscal Year. The fiscal year of the Computer Systems Program (“Fiscal Year”) shall be the same as the fiscal year of the Council, currently the twelve-month period beginning July 1 and ending June 30. The Fiscal Year shall be changed if the fiscal year of the Council is changed as provided in the Council Agreement.

Section 3. Management of Program. The Computer Systems Program shall be managed and administered on behalf of the Participating Districts by the Council in accordance with the Council Agreement, the Bylaws and this Agreement. In addition, and in order to comply with the requirements of the OECN and Revised Code Sections 3301.075 and 3313.92, and thereby assure eligibility for receipt of funds from the OECN, the board of education or other governing body of one of the Participating Districts is required to serve as Fiscal Agent and, as evidenced by the signature hereto on its behalf, the Governing Board of the Mahoning County Educational Service Center, has agreed to continue to serve as Fiscal Agent for the Program under the terms of this Agreement, subject to the provisions of Section 13 of this Agreement. The Fiscal Agent and the Participating Districts shall coordinate the administration of the Program with the Council, as provided in this Agreement, toward the goal of operating the Program in a cost-effective manner without duplication of governing bodies, administrative staff,

services or activities, to the extent permitted by law and by the Department Rules and other applicable policies and procedures of ODE.

(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 Bylaws, the following specific powers and duties in connection with the Computer Systems 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 4 of this Agreement) or in the process of collection for deposit in the Program Fund:

(1) It shall consider, approve and establish the programs, services and facilities to be offered by the Program to the Participating Districts and their teachers, staff and students, and the policies for their operation.

(2) It shall authorize any sale of services or products to persons and organizations that are not Participating Districts in compliance with the Department Rules for an information technology center ("IT Center"), including offering core services (as defined in the Department Rules) to all User Entities with valid permits, but subject to continuing compliance by all User Entities with the Department Rules and subject to the provisions of Section 12 of this Agreement.

(3) It shall authorize and approve any agreements between the Council or the Fiscal Agent and others relating to the Program.

(4) It shall monitor the performance of and assist the Fiscal Agent in the performance of its duties, and address issues raised by the Fiscal Agent.

(5) It shall be responsible to authorize expenditures to be made for the Program, but subject to the authority of the Assembly as set forth herein and in the Council Agreement and Bylaws.

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

(7) It shall authorize the employment by the Council of an Executive Director who shall be responsible for the management of the Program, and of any additional staff necessary for the Program and it shall establish their job descriptions, salaries, benefits and disciplinary rules.

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

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

(10) It shall make recommendations to the Assembly or the Participating Districts 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, (c) each Participating District'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 Participating District, (f) the admittance of additional school districts or educational service centers to the Program, and (g) disqualification of any Participating District from participation in the Program.

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

(B) Assembly. The Assembly of the Council established pursuant to Section 3 of the Council Agreement and Section 2 of the Bylaws shall be the chief legislative body with overall responsibility for the governance and determination of all matters arising under this Agreement or with respect to the Computer Systems Program. For purposes of considering any such matters, in addition to the representatives of the Participating Districts, the Assembly shall include one Program Representative (as that term is used in the Bylaws) who shall represent all Non-Member Public Schools. At the same time as the caucuses referred to in Section 3(A)(2) of the Bylaws, any attendees from Non-Member Public Schools at that Assembly meeting shall meet in caucus to select one representative (and any alternate representatives) to be their Program Representative on the Assembly for the immediately following Fiscal Year. The qualification of that Program Representative shall be in the sole and absolute discretion of the Non-Member Public Schools. The Assembly shall have, in addition to its powers and duties under the Council Agreement and Bylaws, the following specific powers and duties in connection with the Computer Systems Program:

(1) It 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 Participating District, the amounts to be charged to all other User Entities, and the annual appropriations for the Program for each Fiscal Year based upon those estimated Program costs.

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

Section 4. Program Fund and Accounts. There is hereby established the Computer Systems Program Fund ("Program Fund") as a separate fund for the payment of costs of the Computer Systems Program. The Program Fund shall consist of the Ohio Education Network Account ("Network Account"), in the custody of the Treasurer of the Fiscal Agent, and the Computer Systems Program Account of the Council ("Council Account"), in the custody of the Treasurer of the Council.

The Treasurer of the Fiscal Agent shall establish and maintain the Network Account, separate and apart from all other funds and accounts of the Fiscal Agent. The Treasurer of the

Fiscal Agent shall deposit in the Network Account all money received from ODE for the OECN. The Fiscal Agent may establish such subaccounts within the Network Account as the Fiscal Agent deems necessary or appropriate. Investment income earned on money and investments held for the credit of the Network Account shall be credited to the Network Account. Money and investments held to the credit of the Network Account shall be disbursed by the Treasurer of the Fiscal Agent as provided in or pursuant to this Agreement for payment of Program costs.

The Treasurer of the Council shall establish and maintain the Council Account separate and apart from all other funds of the Council, and shall deposit in the Council Account all money received from the Fiscal Agent, the Participating Districts and any other source for payment of costs of the Computer Systems Program. The Council may establish such subaccounts within the Council Account as the Treasurer of the Council deems necessary or appropriate. Investment income earned on money and investments held for the credit of the Council Account shall be credited to the Council Account. Money and investments held to the credit of the Council Account shall be disbursed by the Treasurer of the Council as provided in or pursuant to this Agreement for Program costs.

The Program Fund, consisting of the Council Account and the Network Account described above, 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 Treasurer of the Fiscal Agent and the Treasurer of the Council shall obtain and keep in force a fidelity bond, in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors. In lieu of a separate fidelity bond for the respective duties of the Treasurer of the Fiscal Agent and the Treasurer of the Council in connection with the Computer Systems Program, the Board of Directors may determine that an existing fidelity bond otherwise maintained by either or both Treasurers is sufficient. The Council shall be an obligee for such fidelity bond or bonds and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

Section 5. Duties of Fiscal Agent; Disbursements from Network Account. Upon and subject to directions from the Assembly and the Board of Directors, the Fiscal Agent for the Computer Systems Program shall: (a) apply for the necessary permits for such of the Program's central data processing equipment for which permits are required by the Department Rules or other applicable laws or rules; (b) submit to ODE requests for financial assistance for the Program; (c) receive money from the ODE for the Program and deposit, invest and disburse that money as provided in this Agreement; (d) hold title to the central data processing equipment on behalf of the Participating Districts; and (e) take such other actions as may be necessary or appropriate to facilitate the participation of the Program in the OECN, or as otherwise may be requested by the Board of Directors. Under no circumstances shall the Fiscal Agent 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 Fiscal Agent and on deposit in, or in the process of collection for deposit into, the account held by the Fiscal Agent for payment of those costs and expenses.

The Treasurer of the Fiscal Agent shall disburse money in the Network Account for payment of costs of the Computer Systems Program in accordance with this Agreement. Disbursements shall be made by the Treasurer of the Fiscal Agent to the Treasurer of the Council

in consideration of, and as payment for, the services to be provided and expenses to be incurred by the Council in connection with the administration and operation of the Computer Systems Program. The Council shall provide the Fiscal Agent with such documentation concerning those services and expenses as the Fiscal Agent may reasonably request. Additional disbursements may be made by the Treasurer of the Fiscal Agent from the Network Account 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 or may be made to the Treasurer of the Council, as directed by the Board of Directors and consistent with applicable laws.

The Fiscal Agent shall, on behalf of the Participating Districts and pursuant to the directives of the Board of Directors, accept title to any new or replacement central data processing equipment of the Computer Systems Program or any other permanent improvements determined by the Board of Directors to be necessary or useful to the operation of the Computer Systems Program and required to be held in the name of the Fiscal Agent. 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 deposit in, the appropriate accounts of 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 Fiscal Agent and the Council on behalf of the Participating Districts in accordance with the recommendations and determinations of the Board of Directors.

In consideration for its services, the Fiscal Agent shall be paid a fee by the Council on behalf of the Participating Districts in an amount approved by the Board of Directors. That fee shall be paid from the Program Fund account designated by the Board of Directors consistent with ODE rules.

The Fiscal Agent and its officials and employees shall not be liable to the Council or any Participating District or other organization for actions taken in accordance with this Agreement or any direction from the Board of Directors, and the Council and each Participating District releases the Fiscal Agent and its officials and employees from, and agrees that the Fiscal Agent and its officials and employees shall not be liable for, any liabilities, obligations, claims, damages, penalties, causes of action, costs or expenses relating to the operation and activities of the Computer Systems Program. In case any action, suit, proceeding or claim is brought against the Fiscal Agent or its officials or employees in connection with the Computer Systems Program, the Council and each Participating District will cooperate with the Fiscal Agent and its officials and employees in the defense thereof, and any amounts to be paid in settlement thereof, including attorneys' fees and costs and expenses, shall be apportioned among the Participating Districts to the extent permitted by law.

Section 6. Duties of Council; Disbursements from Council Account. The Council, under direction of the Assembly and the Board of Directors, shall perform the following services and incur the following expenses on behalf of the Participating Districts (including the Fiscal Agent) in connection with the Computer Systems Program, subject to the availability of funds

lawfully appropriated and on deposit in, or in the process of collection for deposit in, the appropriate account of the Program Fund:

(a) It shall employ an Executive Director for the Program and other staff necessary for the Program and be responsible for payment of their compensation and benefits.

(b) It shall make arrangements for one or more sites to house the Program staff and such of the data processing equipment as may be determined by the Board of Directors or Executive Director to be located at those sites, and it shall enter into any leases or other agreements for the use of facilities for those sites.

(c) It shall make arrangements for the maintenance of the data processing equipment and the sites housing that equipment and the Program staff and shall enter into all contracts for the maintenance, insurance and repair thereof.

(d) It shall purchase all software, supplies, materials or other items necessary to operate the central data processing equipment.

(e) It may acquire on behalf of the Participating Districts, by purchase, lease or lease with an option to purchase, equipment, improvements or supplies for use by the Participating Districts in connection with the Program.

(f) In the event that any improvements to be acquired in connection with the Program are subject to State statutory competitive bidding procedures, it shall cause any required advertisements for bids, bidding documents or contracts to be prepared.

(g) It shall provide any and all administrative, clerical and technical assistance and advice and staff necessary to assist the Fiscal Agent in carrying out its duties under this Agreement.

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 of the Computer Systems Program and on deposit in, or in the process of collection for deposit in, the appropriate accounts in the Program Fund. The Treasurer of the Council shall be responsible for maintaining financial records relating to all services and expenses provided or incurred by the Council in connection with the Computer Systems Program and those records shall be subject to inspection by the Board of Directors and the Fiscal Agent.

Section 7. Program Facilities.

(A) Sites. The Board of Directors of the Council shall make arrangements for one or more sites to house data processing 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 Participating Districts pursuant to this Agreement. In the event that a Participating District provides space in its facilities to serve as a site for the Program, the Participating District may enter into any contracts necessary for the maintenance and insuring of those facilities and may receive compensation from the Program (payable from the Program Fund) 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) Central Equipment. Title to the existing central data processing equipment shall be held in the name of the Fiscal Agent on behalf of the Participating Districts, and its operation, maintenance, repair, replacement and disposition 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 central data processing equipment shall be determined by the Board of Directors. At the time it is determined to be necessary to acquire and install additional or replacement central data processing equipment, 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 is not received from State or other financial assistance program, those costs shall be allocated and assessed to the Participating Districts in accordance with this Agreement. Under no circumstances, however, shall the Board of Directors or the Fiscal Agent have the power to approve the purchase of equipment in an amount, less any State or federal reimbursement, which exceeds the total unspent amount appropriated for costs of that equipment and remitted to the Fiscal Agent or the Council by the Participating Districts and all other User Entities pursuant to this Agreement, except as may be permitted by law.

(C) Peripheral Equipment. Peripheral data processing equipment for use by the Participating Districts at their facilities may be acquired by the Council on behalf of the Participating Districts. Title to peripheral equipment may be held in the name of the Council or in the name of the Participating District for which such equipment was acquired, as determined by the Board of Directors. All equipment which is used by a Participating District in connection with the Computer Systems Program shall conform to any standards that may be established by the Board of Directors to assure proper operation of the Computer Systems Program for the benefit of all Participating Districts.

The Executive Director of the Council or other official designated by the Board of Directors (including on a temporary or interim basis) shall serve as the "Executive Director" of the Program. The Executive Director shall assign the Program's peripheral equipment to Participating Districts in accordance with the policies and procedures approved by the Board of Directors. The Executive Director shall have the discretion to change the assignment of any peripheral equipment at any time, consistent with the Board of Director's policies. Participating Districts may purchase such other equipment as needed for future applications, provided that if the Board of Directors establishes standards for peripheral equipment, the Participating District must obtain written approval from the Board of Directors that the equipment proposed to be purchased conforms to the standards established by the Board of Directors and the uses of the peripheral equipment proposed by the Participating District conforms to the purposes of this Program.

Except as otherwise provided in this Agreement, the Participating District to which peripheral equipment is assigned is responsible for operating and paying the costs of operating such peripheral equipment during the time assigned, including providing a site for such peripheral equipment and obtaining the necessary permit therefor, as prescribed in the Department Rules, hiring personnel to staff such peripheral equipment and paying the salaries and benefits of such personnel, who shall be employees of the board of education of that Participating District. The Participating District shall not be reimbursed by the Program or any other Participating District for any such costs.

(D) Software and Other Supplies and Materials. The Board of Directors may determine that specific programs, forms, supplies, materials or other incidentals necessary for the operation of the Program shall be purchased by the Council, on behalf of the Participating Districts, for use by the Participating Districts. Forms, supplies, materials or other incidentals which have not been directed by the Board of Directors to be purchased through the Council may be purchased directly by a Participating District, provided that such forms, supplies, materials or other incidentals are compatible with the equipment and services of the Computer Systems Program. Software programs may be purchased directly by a Participating District, provided that the Participating District has previously obtained written approval from the Board of Directors that the software program proposed to be purchased conforms to the policies for the operation of the Computer Systems Program.

Section 8. Insurance. To the extent commercially practicable, the Council shall make arrangements for obtaining and maintaining fire and extended coverage insurance on the equipment and facilities of the Computer Systems Program and otherwise shall take commercially practicable steps, including the funding of operating and replacement reserves within the Council Account of the Program Fund, to provide a source for the repair and replacement of such equipment and facilities. The Council may purchase policies of insurance directly or may reimburse a Participating District (including the Fiscal Agent) for the costs of insurance riders covering such equipment or facilities under insurance policies otherwise maintained by the Participating Districts 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 shall promptly cause repair or replacement to be made of such equipment or facilities and deposit the balance, if any, to the appropriate Account of the Program Fund. In the event that the insurance proceeds and the balance in the Program Fund are insufficient to pay the cost of replacing the equipment or facilities damaged or destroyed and the Assembly fails to make other funds available therefor, 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 Participating Districts in the same proportion as that described in Section 17 hereof for surplus remaining upon termination of the Agreement.

In the event a claim shall be paid by an insurance company upon the loss of or damage to peripheral equipment occurring at the facilities of a Participating District, the Council shall pay the deductible amount of any insurance policy insuring the peripheral equipment lost, damaged or destroyed, provided that the Participating District exercised reasonable care and diligence in

the use of such peripheral equipment such that the loss of or damage to the peripheral equipment was not caused, in whole or in part, by the negligence of the Participating District. If the Participating District is so negligent, it shall assume full payment of all uninsured costs for the repair or replacement of the damaged or destroyed peripheral equipment. For purposes of this Agreement, such payment shall be deemed to be a Program cost paid by such Participating District but shall not be assessed to other Participating Districts pursuant to this Agreement.

In the event a claim shall be paid by an insurance company upon the loss of or damage to the central equipment or the facilities housing that equipment or 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 Participating Districts pursuant to this Agreement.

Section 9. Estimate of Program Costs; Payments by Participating Districts. 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 all Assembly representatives a written estimate of the costs of the Program for the next Fiscal Year, separately itemizing Public Obligations (as defined in Section 133.01 of the Revised Code), capital costs and operating costs, and (b) provide each Participating District with an estimate of each Participating District's share of such Program costs, and of any Program costs expected to be paid by other User Entities. The estimates shall be presented in enough detail so that the Assembly and the Participating Districts 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 Participating Districts, on or before December 15, an estimated budget of the Computer Systems Program for the next Fiscal Year evidencing each Participating District's share of such budget. Each Participating District shall include its share of the budget in its own tax budget submitted to the County Budget Commission.

The estimated budget and appropriations for the Program may thereafter be amended, if necessary or appropriate, by resolution of the Assembly or, if such amendments do not increase the payments to be made by any Participating District for Program costs, by resolution of the Board of Directors.

On or before July 15 of each Fiscal Year, each Participating District shall appropriate (pursuant to Chapter 5705 of the Revised Code) its share of the Program costs of the Computer Systems Program and remit such share to the Treasurer of the Council on or before the dates and in the amounts established by the Board of Directors of the Council.

If the aggregate of the contributions of the Participating Districts, the financial assistance received from the State or other sources and other amounts available to the Council shall prove to be insufficient to make payments on any Public Obligations for which the Council is obligated to make payments or to pay Program costs for any Fiscal Year, as determined by the Board of Directors, the Board of Directors shall promptly notify in writing each Participating District of such additional Program costs and the amounts of such deficiencies and of each Participating District's share of such additional costs. Each Participating District shall appropriate (pursuant

to Chapter 5705 of the Revised Code) the amount stated in such notice and remit the same to the Treasurer of the Council within the time set forth in the written notice.

Failure by a Participating District 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 Participating District from the Program, unless the Participating District 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 Fiscal Agent 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 of the Computer Systems Program and on deposit in, or in the process of collection for deposit in, 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 Fiscal Agent shall apply to the appropriate division or divisions of the government of the State for Ohio Education Computer Network funds or other funds or financial assistance for Program costs to which the Computer Systems Program may be entitled and which are required to be requested through a board of education of a Participating District or to the government of the United States of America for reimbursement of any portion of Program costs to which the Council may be entitled. The Fiscal Agent is hereby designated the recipient of any such grants or other financial assistance. Any funds received by the Fiscal Agent shall be deposited in the Network Account and disbursed for costs of the Program in accordance with this Agreement. To the extent permitted by applicable laws or policies of any other financial assistance program, the Council may apply to governmental or private agencies or organizations for funds or other financial assistance for Program costs. Any funds received by the Council from such sources shall be deposited in the Council Account and disbursed for costs of the Program in accordance with this Agreement.

Section 11. Withdrawal of a Participating District. Any Participating District wishing to withdraw from participation in the Computer Systems Program shall notify the Board of Directors on or before October 1 of the Fiscal Year preceding the Fiscal Year in which the Participating District will withdraw. Any decision to withdraw from the Computer Systems Program must be made by duly adopted resolution of the board of education of the Participating District, except as provided in Section 9 hereof. Upon withdrawal under this Section, the withdrawing district may not become a Participating District again until it has fully complied with the procedures contained in Section 12(A) hereof.

The Board of Directors shall determine the disposition of any Peripheral Equipment purchased with Program funds and assigned to a Participating District which withdraws from the Computer Systems Program. That disposition may be to require its return to the Fiscal Agent or to transfer ownership to the withdrawing District with or without charge, as determined by the Board to be fair consideration under the circumstances.

Section 12. Additional Participants, Activities and Services.

(A) Additional Participating Districts. Any school district or educational service center within the State of Ohio may apply to the Board of Directors to become a member of the Council and a Participating District that may receive services from the Computer Systems Program on the same basis as all other Participating Districts. Such application shall be submitted in writing, accompanied by a duly adopted resolution of the applicant's governing body requesting inclusion in the Computer Systems Program and, if the applicant is not a member of the Council, requesting membership in the Council. The authorizing resolution of the applicant's governing body also must authorize and approve the execution by the applicant of the Council Agreement 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 Computer Systems Program, subject to the approval of the State Superintendent of Public Instruction and any other approvals that may be required by law or under the terms of any financial assistance program. The applicant shall be a Participating District in the Computer Systems Program if: such inclusion in the Program is approved by the Board of Directors and the State Superintendent of Public Instruction; the applicant executes and delivers this Agreement and the Council Agreement; and the applicant appropriates and remits to the Treasurer 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 Participating District under this Agreement and, as such, be assessed its portion of the Program costs by the same method and using the same formula as any other Participating District, in accordance with this Agreement. In the event that any condition for membership in the Council and the Program is not fulfilled, any school district or educational service center shall have the opportunity to contract for services and be represented on the Assembly in the same manner as any other Non-Member Public School pursuant to subsection (B) of this Section.

(B) Non-Member Public Schools. Any school district, educational service center or public community school organized under Chapter 3314, Ohio Revised Code (collectively, "Public Schools"), that is not a member of the Council (collectively, "Non-Member Public Schools"), may apply to the Board of Directors to receive services from the Computer Systems Program. Such application shall be submitted in writing, identifying the applicant as a Non-Member Public School, and shall be accompanied by (i) a duly adopted resolution of the applicant's governing body requesting identified services of the Computer Systems Program, and (ii) evidence, satisfactory to the Board of Directors in its reasonable discretion, establishing (a) that the applicant is a Non-Member Public School and (b) that the applicant has all permits required for participation in the OECN under the Department Rules and that all such permits are valid and current. Following receipt of such application, resolution and other evidence, the Board of Directors shall determine whether, when and to what extent the applicant should be included in the Computer Systems Program, subject to any additional approvals that may be required by law or by the terms of any financial assistance program. Upon such determination, receipt of any approvals or permits required by law, the signing of an acknowledgment in substantially the form attached as Exhibit D to this Agreement (acknowledging and approving, among other things, the terms and conditions of the Council Agreement, the Bylaws and this Agreement), and the execution and delivery of a contract (pursuant to subsection (C) of this Section 12) for the provision of the services or products to be provided, any such Non-Member Public School shall be entitled to receive core services (as defined in the Department Rules) from

the Council on the same basis as all other Non-Member Public Schools and such other services or products as are specifically approved by the Board of Directors, and on such basis as is so approved. All of the Non-Member Public Schools served by the Computer Systems Program on the effective date of this Agreement (“Existing Non-Member Public Schools”) are identified in Exhibit C hereto. Each Existing Non-Member Public School shall sign and deliver an acknowledgment, in substantially the form attached as Exhibit D, to the Executive Director.

(C) Contracted Services. Any Public School and any other organization or persons within or without the State of Ohio may contract with the Council to receive services or products of the Computer Systems Program from the Council 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 is required by law or will not impair the ability of the Council or the Fiscal Agent or the Participating Districts to perform their respective obligations under this Agreement and will not disrupt or diminish the services or products provided to the Participating Districts, and (iii) payments received by the Council for the services or products being provided under the contract shall be deposited in the Council Account of the Program Fund and applied to the payment of costs of the Program.

Section 13. Change of Fiscal Agent. The Fiscal Agent under this Agreement may request to be relieved of its duties as Fiscal Agent by delivering to the Council, not less than 90 days prior to the date on which it seeks to terminate its duties under this Agreement, a certified copy of a resolution duly adopted by its governing board requesting to be relieved of its duties as Fiscal Agent. The Board of Directors of the Council may request that the Fiscal Agent be changed by delivering to the Fiscal Agent, not less than 90 days prior to the date on which it seeks to change the Fiscal Agent, a certified copy of a resolution duly adopted by the Board of Directors requesting such change. In the event that the Board of Directors requests that the Fiscal Agent be changed, or in the event that the Fiscal Agent requests to be relieved of its duties, a new Fiscal Agent shall be appointed by the Board of Directors with the consent of the board of education or other governing board of the Participating District designated as the new Fiscal Agent. The costs resulting from a change of Fiscal Agent, including any title and transfer fees, shall be Program costs payable from the Program Fund.

Section 14. Conduct of Meetings. All meetings provided for in this Agreement shall be conducted in accordance with the Council Agreement and By laws.

Section 15. Amendments. This Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment or supplement by the Board of Directors, the State Superintendent of Public Instruction and at least two thirds of the Participating Districts; provided, that no change shall be made to the Agreement with respect to any provisions pertaining to Non-Member Public Schools without the approval of the Assembly. Following such approval, the amendment, modification or supplement shall thereupon become binding upon all Participating Districts, Non-Member Public Schools and other User Entities.

Section 16. Assignability. No interest of a Participating District herein shall be assigned unless such assignment is authorized by law and consented to by the governing bodies of all the Participating Districts.

Section 17. Term and Termination. It is the express intention of the Participating Districts that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

In the event that the governing bodies of at least two-thirds of the Participating Districts, by duly adopted resolutions, determine that this Agreement shall be terminated, the Board of Directors shall meet within 30 days following its receipt of certified copies of those resolutions. At that meeting the Board of Directors shall determine the date upon which this Agreement shall terminate and make recommendations to the Assembly with respect to any matter which must be resolved in connection with the termination of this Agreement and which is not addressed by this Agreement or by the Council Agreement or Bylaws; provided, however, that this Agreement shall not be terminated if any Public Obligations issued to finance facilities or equipment remain outstanding after such termination.

Upon termination of this Agreement, the Program shall terminate and, after payment of all known obligations arising under this Agreement including complying with any legal requirements applicable to any amounts on deposit in the Program Fund, any surplus remaining in the Program Fund shall be distributed among the Participating Districts in the manner recommended by the Board of Directors and approved by the affirmative vote of two-thirds of the representatives in the Assembly eligible to vote on such matters. If no agreement can be reached concerning the disposition of any surplus remaining, that surplus shall be distributed among the Participating Districts in the same proportion to the total remaining as the amount of each Participating District's share of costs incurred and paid from those funds over the life of this Agreement bears to the total costs incurred and paid from those funds by all Participating Districts over the life of this Agreement. No Participating District 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 18. Effectiveness and Counterparts of the Agreement. This Agreement shall replace the Prior Agreement effective as of the later of (i) April 1, 2008 and (ii) the date by which this Agreement shall have been (A) approved by the governing bodies of the Fiscal Agent and at least two-thirds (2/3) of the Participating Districts, (B) executed by the Council, the Fiscal Agent, and the necessary Participating Districts, and (C) approved by the State Superintendent. This Agreement may be signed in separate counterparts on behalf of any one, or more than one, of the Participating Districts (including the Fiscal Agent) and on behalf of the Council, without necessity for counterparts to be signed on behalf of all. Separately signed counterparts shall be filed with the Recording Secretary of the Council and shall together constitute one Agreement.

Section 19. Notices; Reports; Miscellaneous. Any notice to a Participating District required to be in writing shall be deemed given if given to the Assembly representative of such Participating District in accordance with the Council Agreement and Bylaws. A copy of any such notice shall be given by similar means to the Program Representative.

Monthly, the Treasurer of the Council shall submit a written report to the Board of Directors showing for the prior month the costs of the Computer Systems Program, the receipts of the Computer Systems Program, and the condition of the accounts maintained pursuant to this Agreement and such other data as the Treasurer may deem appropriate or the Board of Directors may request. The Treasurer of the Fiscal Agent shall cooperate with the Council in providing information concerning the Network Account to be reflected in that report.

Any references herein to the State Superintendent of Public Instruction, the Auditor of 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.

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IN WITNESS WHEREOF, the Council, the Fiscal Agent and the other Participating Districts, pursuant to the resolutions heretofore duly adopted by their governing bodies, have signed the foregoing Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program on the date indicated below their respective signatures, but effective as of the date provided in Section 18.

ACCESS COUNCIL

GOVERNING BOARD OF MAHONING COUNTY EDUCATIONAL SERVICE CENTER, as Fiscal Agent

By: _____
Chairperson

By: _____
President of the Governing Board

And By: _____
Treasurer

And By: _____
Superintendent

And By: _____
Executive Director

And By: _____
Treasurer

Date: _____

Date: _____

IN WITNESS WHEREOF, the Council, the Fiscal Agent and the other Participating Districts, pursuant to the resolutions heretofore duly adopted by their governing bodies, have signed the foregoing Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program on the date indicated below their respective signatures, but effective as of the date provided in Section 18.

BOARD OF EDUCATION OF THE [1]
SCHOOL DISTRICT

By: _____
President, Board of Education

And By: _____
Superintendent

And By: _____
Treasurer

Date: _____

IN WITNESS WHEREOF, the Council, the Fiscal Agent and the other Participating Districts, pursuant to the resolutions heretofore duly adopted by their governing bodies, have signed the foregoing Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program on the date indicated below their respective signatures, but effective as of the date provided in Section 18.

GOVERNING BOARD OF THE MAHONING COUNTY
EDUCATIONAL SERVICE CENTER

By: _____
President, Governing Board

And By: _____
Superintendent

And By: _____
Treasurer

Date: _____

IN WITNESS WHEREOF, the Council, the Fiscal Agent and the other Participating Districts, pursuant to the resolutions heretofore duly adopted by their governing bodies, have signed the foregoing Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program on the date indicated below their respective signatures, but effective as of the date provided in Section 18.

GOVERNING BOARD OF THE COLUMBIANA
COUNTY EDUCATIONAL SERVICE CENTER

By: _____
President, Governing Board

And By: _____
Superintendent

And By: _____
Treasurer

Date: _____

IN WITNESS WHEREOF, the Council, the Fiscal Agent and the other Participating Districts, pursuant to the resolutions heretofore duly adopted by their governing bodies, have signed the foregoing Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program on the date indicated below their respective signatures, but effective as of the date provided in Section 18.

YOUNGSTOWN COMMUNITY SCHOOL, INC.

By: _____
President, Governing Authority

And By: _____
Superintendent

And By: _____
Treasurer

Date: _____

FISCAL OFFICER CERTIFICATE

The undersigned, Treasurer of the Board of Education of the [1] School District, Ohio (the Board), certifies that the moneys required to meet the obligations of the Board during the current Fiscal Year under the attached Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program have been lawfully appropriated by the Board for those purposes and are in the treasury of the Board or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41, and 5705.44 of the Revised Code.

Treasurer of the Board of Education of the
[1] School District

Dated: _____, 200__

FISCAL OFFICER CERTIFICATE

The undersigned, Treasurer of the Governing Board of the Mahoning County Educational Service Center (the Board), certifies that the moneys required to meet the obligations of the Board during the current fiscal year under the attached Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program, whether as a Participating District or as Fiscal Agent, have been lawfully appropriated by the Board for those purposes and are in the treasury of the Board or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Treasurer of the Governing Board of the
Mahoning County Educational Service Center

Dated: _____, 200__

FISCAL OFFICER CERTIFICATE

The undersigned, Treasurer of the Governing Board of the Columbiana County Educational Service Center (the Board), certifies that the moneys required to meet the obligations of the Board during the current fiscal year under the attached Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program, have been lawfully appropriated by the Board for those purposes and are in the treasury of the Board or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Treasurer of the Governing Board of the
Columbiana County Educational Service Center

Dated: _____, 200_

FISCAL OFFICER CERTIFICATE

The undersigned, Treasurer of the Youngstown Community School, Inc. (YCS), certifies that the moneys required to meet the obligations of YCS during the current fiscal year under the attached Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program have been lawfully appropriated by the Governing Authority of YCS for those purposes and are in the treasury of YCS or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Treasurer, Youngstown Community School, Inc.

Dated: _____, 200_

FISCAL OFFICER CERTIFICATE

The undersigned, Treasurer of ACCESS Council (the Council), certifies that the moneys required to meet the obligations of the Council during the current fiscal year under the attached Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program have been lawfully appropriated by the Council for those purposes and are in the treasury of the Council or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Treasurer of ACCESS Council

Dated: _____, 200_

EXHIBIT A

PARTICIPATING DISTRICTS OF THE COMPUTER SYSTEMS PROGRAM

Austintown School District	Mahoning County ESC
Beaver School District	Mahoning County JVSD
Boardman School District	Poland School District
Campbell School District	Salem School District
Canfield School District	Sebring School District
Columbiana County ESC	South Range School District
Columbiana County JVSD	Springfield School District
Columbiana EV School District	Struthers School District
Crestview School District	United School District
East Liverpool School District	Wellsville School District
East Palestine School District	West Branch School District
Jackson-Milton School District	Western Reserve School District
Leetonia School District	Youngstown Community Schools
Lowellville School District	Youngstown School District

EXHIBIT B

OTHER USER ENTITIES CURRENTLY UTILIZING SERVICES OF THE COMPUTER SYSTEMS PROGRAM

Greater Heights Academy
Legacy Academy for Leaders and the Arts
The Unlimited Classroom
Mahoning Valley Opportunity Center
Lincolnway SERRC
The Mollie Kessler School
Northeastern Ohio SERRC
Byzantine Catholic Central School
Cardinal Mooney High School
Heartland Christian School
Holy Family School
St. Aloysius School
St. Charles School
St. Christine School
St. Joseph School (Austintown)
St. Joseph the Provider School
St. Paul School
Ursuline High School

EXHIBIT C

NON-MEMBER PUBLIC SCHOOLS CURRENTLY AMONG OTHER USER ENTITIES

Greater Heights Academy
Legacy Academy for Leaders and the Arts
The Unlimited Classroom
Mahoning Valley Opportunity Center
Lincolnway SERRC
The Mollie Kessler School
Northeastern Ohio SERRC

EXHIBIT D

FORM OF NON-MEMBER PUBLIC SCHOOL ACKNOWLEDGMENT

The undersigned officers of _____, a community public school (“Community School”) duly organized under Ohio Revised Code Chapter 3314, hereby certify that the Community School is an authorized “user entity” under the Department Rules referred to in the foregoing Amended and Restated Agreement Regarding Area Cooperative Computerized Educational Service System Program (Program Agreement), that the Community School has all permits required under applicable Department Rules to receive services as a Non-Member Public School under the Program Agreement and all such permits are valid and current, and that the Governing Authority of the Community School has appropriated the moneys required to meet the obligations of the Community School during the current fiscal year under the Program Agreement, and such moneys are in the funds of the Community School or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. The Community School hereby acknowledges and accepts the terms of the Program Agreement and the Council Agreement and Bylaws referred to therein.

By: _____
President, Governing Authority

And By: _____
Superintendent

And By: _____
Treasurer