

RESTATED AGREEMENT FOR ESTABLISHMENT OF THE ACCESS COUNCIL

This Restated Agreement for Establishment of the ACCESS Council dated _____, 200_ restates the Agreement for Establishment of the ACCESS Council made and entered into as of June 1, 2001, as amended to the date hereof (collectively, as the same may be further amended in accordance herewith, "Agreement"), by and between the members of the ACCESS Council ("Council"):

RECITALS

WHEREAS, Revised Code Chapter 167, as amended ("Council Statute") provides, in general, that the governing bodies of any two or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of promoting cooperative arrangements and agreements among its members and between its members and government agencies or private persons or entities, performing functions and duties which its members can perform and addressing problems of mutual concern;

AGREEMENT

NOW, THEREFORE, pursuant to the Council Statute and in consideration of the services to be made available by the Council, it is agreed by and between the members of the Council listed in Exhibit A and any additional boards of education or other public institutions that may hereafter become members of the Council (collectively the "Members"):

Section 1. Formation; Name

The Members named in Exhibit A hereby establish a regional council of governments pursuant to and for the purposes authorized by the Council Statute. That regional council of governments, comprised of the Members determined from time to time in accordance with this Agreement, shall be named the "ACCESS Council".

Section 2. Fiscal Year

The fiscal year of the Council shall be the twelve-month period beginning July 1 and ending June 30 ("Fiscal Year"). In the event that the fiscal year for Ohio boards of education should be changed to a period other than the twelve-month period beginning July 1 and ending June 30, the Fiscal Year of the Council may be changed to conform to such change upon the approval of the Board of Directors of the Council.

Section 3. Assembly of Council; Representation and Voting on Assembly

Each Member shall have one representative on the legislative body of the Council, which shall be known as the ACCESS Council Assembly ("Assembly"). For Members that are boards of education, that representative shall be the Member's Superintendent and, for Members that are not boards of education, that representative shall be an executive of the Member appointed by the Member's governing body; provided, that any Member may, through appointment by its board of education or other governing body, designate one or more alternate representatives, who shall be fully authorized to attend all Assembly meetings as the representative of such Member, and

represent and vote for such Member in the Assembly on any matter coming before the Assembly, in the event of the vacancy, absence or other unavailability at such Assembly meeting of the Member's Superintendent (or other executive representative appointed by the Member's governing board). Voting rights on matters before the Assembly shall be determined pursuant to the Bylaws in effect from time to time pursuant to Section 4 of this Agreement and, to the extent permitted by law and by the Bylaws, pursuant to program agreements entered into by the Council pursuant to Section 5 below with respect to matters governed by a particular program agreement.

Section 4. Adoption of Bylaws

Within 30 days following approval of this Agreement by two-thirds of the Participating Districts in the Area Cooperative Computerized Educational Service System, the representatives to the Assembly shall meet for the purpose of adopting bylaws pursuant to Revised Code Section 167.04 (as amended from time to time, "Bylaws"). The affirmative vote of at least a majority of all representatives shall be required for the adoption of the Bylaws. The Bylaws shall include but not be limited to provisions that:

- (A) Establish the rules for voting on matters before the Assembly, including any rules that permit voting representation of non-Members that utilize particular programs of the Council, consistent with Ohio laws in effect at the time and the applicable program agreement approved pursuant to Section 5 hereof;
- (B) establish a governing board of the Council which shall be called the Board of Directors;
- (C) designate the officers of the Council and the method of selection thereof;
- (D) provide a method for the appointment of advisory committees for the programs of the Council;
- (E) appoint a fiscal officer for the Council and its programs who shall be called the Treasurer; and
- (F) regulate the conduct of the Council's business.

Consistent with the Council Statute, this Agreement and applicable Bylaw provisions, the Bylaws may be amended from time to time by the Assembly.

Section 5. Programs of the Council

The Council may establish such cooperative programs as the Assembly may approve. Each program shall be established by a written agreement between the Council and the Members of the Council whose governing bodies have determined to participate in the program and have approved the program agreement. Each program agreement shall be reviewed and approved by the Board of Directors prior to execution by any Member.

Each program agreement shall include, but not be limited to, provisions that:

- (A) direct the Board of Directors concerning the management of the program and define matters which must be submitted for decision to the Members participating in that program;
- (B) establish procedures for budgeting program costs and apportioning program costs among the participating Members;
- (C) establish one or more funds into which all contributions of money for program costs shall be deposited;
- (D) determine the method for including additional Members in the program or permitting other organizations to contract with the Council for services under a program, if determined to be necessary or desirable;
- (E) determine the duties of the Treasurer with respect to the fiscal management of the program; and
- (F) determine the disposition, upon termination of the program, of any supplies, equipment, facilities or moneys held in connection with the operation of the program.

Section 6. Withdrawal of a Member

Any Member wishing to withdraw from participation in the Council or any program of the Council shall notify the Board of Directors on or before October 1 of the Fiscal Year preceding the Fiscal Year in which the Member will withdraw. Any decision to withdraw from the Council or any program of the Council 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 become a Member again until it has fully complied with the procedures contained in Section 7 hereof.

The Board of Directors shall determine the disposition of any Peripheral Equipment purchased with Program funds and assigned to a Member which withdraws from the Council. That disposition may be to require its return to the Treasurer 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 7. Inclusion of Additional Members

Any board of education in the State of Ohio, and any other public organization authorized under Revised Code Chapter 167 to be a member of a council of governments, may apply to become a Member of the Council by submitting an application in writing to the Board of Directors, accompanied by a duly adopted resolution of its governing body requesting inclusion in the Council. The Board of Directors shall review the application and make a recommendation to the Assembly concerning the admission of the applicant in the Council. The applicant shall be included in the Council and deemed a Member hereunder if its inclusion is approved by the affirmative vote of at least two-thirds of the representatives in the Assembly and the applicant

executes the Agreement, approves the Bylaws, and appropriates and remits to the Treasurer an initial monetary assessment for costs of the Council in an amount approved by the Assembly. The applicant shall thereafter be a Member and be assessed its portion of the Council's costs by the same method and using the same formula as any other Member, in accordance with the Bylaws.

Section 8. Amendments

This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon the approval of the modification, amendment or supplement by the governing bodies of at least two-thirds of the Members and the amendment, modification or supplement shall thereupon become binding upon all Members.

Section 9. Term

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

Section 10. Termination

In the event that the governing bodies of two-thirds of the Members, 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 and the activities and operations of the Council shall terminate and make recommendations to the Assembly with respect to any matter which must be resolved in connection with the termination of the Council and which is not addressed by this Agreement, the Bylaws or program agreement.

Upon termination of this Agreement, each program and program agreement shall terminate, unless the governing bodies of the Members and the Board of Directors determine that a program shall continue and make provision for its continued operation without the Council. After payment of all known obligations of the Council in connection with each terminated program, any surplus remaining in any funds of any terminated programs shall be distributed among the Members participating in the respective programs in the manner provided in the program agreements. After payment of all known obligations of the Council, other than those incurred in connection with any program, any surplus remaining in any funds of the Council in addition to program funds shall be distributed among the Members in the manner recommended by the Board of Directors and approved by the affirmative vote of two-thirds of the representatives in the Assembly. If no agreement can be reached concerning the disposition of any surplus remaining in the funds of the Council, that surplus shall be distributed among the Members in the same proportion to the total remaining as the amount of each Member'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 Members over the life of this Agreement.

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

Section 11. Effectiveness and Counterparts

This Agreement shall not be effective until signed by the representatives of two-thirds of the Members identified in Exhibit A of this Agreement as authorized by a duly adopted resolution of the governing body of each of those Members. This Agreement may be signed in separate counterparts on behalf of any one or more than one of the Members, without necessity for any one counterpart to be signed on behalf of all Members. Separately signed counterparts shall be filed with the Recording Secretary of the Council and shall constitute one Agreement.

Section 12. Notices

Any notice to a Member required to be in writing shall be deemed given if (i) left at the office of the representative of such Member (the Superintendent if a board of education or other executive appointed by the Member’s governing board) to the Assembly, or (ii) deposited in the United State mail, postage prepaid, by first-class mail addressed to such representative, or (iii) sent via electronic mail on the ACCESS Computer Network to the e-mail address of such representative, with the sending time to be considered the official time of receipt.

IN WITNESS WHEREOF, the undersigned representatives and officers of the respective Members, pursuant to duly adopted resolutions, have on behalf of their respective Members signed this Agreement (in counterparts), on the date indicated below, effective as of the date first set forth above.

BOARD OF EDUCATION OF THE
[1] SCHOOL DISTRICT

By: _____
President, Board of Education

And By: _____
Superintendent

Date: _____

And By: _____
Treasurer

FISCAL OFFICER CERTIFICATE

The undersigned, Treasurer of the Board of Education of the [1] School District, Ohio (the Board), under the Agreement for Establishment of the ACCESS Council certifies that the moneys required to meet the obligations of the Board during the fiscal year ending June 30, 2008 under the Agreement 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 Ohio Revised Code.

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

Dated: _____, 200_

EXHIBIT A

MEMBERS OF THE ACCESS COUNCIL

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