



# AGREEMENT

FOR THE ESTABLISHMENT OF THE  
LICKING AREA COMPUTER ASSOCIATION  
AS A  
REGIONAL COUNCIL OF GOVERNMENTS

This Agreement regarding the reorganization of the Licking Area Computer Association (“LACA”) as a regional council of governments pursuant to Chapter 167 of the Ohio Revised Code (the “Agreement” or “COG Agreement”), amending and superseding the prior Consortium Agreement (defined below), is made and entered into by and between the original parties to that Consortium Agreement, as well as subsequently joined members and participants in LACA.

## RECITALS

WHEREAS, certain boards of education of school districts entered into an agreement in 1982 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 a data acquisition site (now information technology center or “ITC”) in the Ohio Education Computer Network (“OECN”) under Ohio Revised Code Section 3301.075 (which agreement, as subsequently amended from time to time, will be referred to herein as the “Consortium Agreement”); and

WHEREAS, Ohio Revised Code Section 3301.075 was amended in 2001 to permit participation in the OECN by school districts organized as regional councils of governments (“COGs”) under Ohio Revised Code Chapter 167, as opposed to statutory consortiums under Ohio Revised Code Section 3313.92; and

WHEREAS, the current participants in the ITC consortium known as the Licking Area Computer Association (“LACA”) have determined that organization as a regional council of governments would be advantageous in terms of governance, administration, and operational flexibility; and

WHEREAS, the current participating members of LACA (referred to in this Agreement as the “Members”) have accordingly determined to amend and replace the earlier Consortium Agreement in its entirety by the adoption of this COG Agreement, to provide for the reorganization of LACA into the Licking Area Computer Council of Governments (“LACA COG”) under Ohio Revised Code Chapter 167, as authorized by Ohio Revised Code Section 3301.075, and in compliance with the rules and regulations of the Ohio Department of Education as set forth in Chapter 3301-3 of the Ohio Administrative Code (the “ODE Rules”); and



WHEREAS, following approval by the boards of education or governing boards of at least two-thirds of the all LACA Members, and the execution of this Agreement by those Members, this Agreement shall supersede and replace the Consortium Agreement;

NOW THEREFORE BE IT AGREED by and among the Members that LACA shall be reorganized and reconstituted as a regional council of governments, retaining its function and status as an information technology center, and retaining also the name “Licking Area Computer Association” with all of the following characteristics and powers:

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

**Section 2. Cooperative Arrangements for Information Technology Services.** On behalf of its Members, LACA may undertake arrangements for the cooperative administration and provision of information technology services to its Members and for participation in OECN as an ITC, all in order to continue participation in the OECN in accordance with applicable laws, the LACA Agreement and By-laws, each as may be amended from time to time. LACA shall at all times provide the services required to qualify for state-funded assistance. Those services may include, but are not limited to: (a) fiscal services, including accounting (cash basis with generally accepted accounting practice extensions), payroll/personnel, and fixed asset accounting; (b) student records management, including provisions for student scheduling, grade reporting, attendance tracking, and tracking of special education needs; (c) state-mandated data reporting, including access to appropriate Ohio Department of Education databases and software applications; (d) library automation, curricular resources, and educational technology services to support academic content standards and effective instruction; and (e) Internet access and networking services, including e-mail and support of data exchange between Members and across different information technology centers and their constituent members.

LACA, on behalf of Members, may share equipment for computer systems or support services among and between multiple information technology centers in order to increase operational efficiencies, lower operating costs, and/or to improve service reliability; execute contractual agreements with Members across all core service areas specifying the areas of service, responsibilities of the Program and the Member for each area of service, and establish quality implementation standards for each area of service; repair and maintain the network and equipment for accessing the Internet; coordinate and manage an integrated services network; hold a valid permit and maintain compliance with the criteria established by ODE rules for that permit; comply with Ohio Revised Code Section 3301.075 and with the appropriation provisions contained in the most recent budget enacted by the Ohio General Assembly; provide all reports required by ODE rules plan; implement a written security policy and implement and provide a written copy of a data retention policy to all Members in accordance with the ODE rules; take all other actions required in order to meet the responsibilities of LACA and its Members and to meet the performance requirements prescribed by law and ODE rules; and exercise, pursuant to authorization by the



Governing Board (Board), any of the powers vested by law in regional councils of government under Chapter 167 of the Ohio Revised Code.

LACA shall, on behalf of the Members and as authorized by the Governing Board, and subject to all applicable ODE rules and to the availability of funds lawfully appropriated and on deposit in, or in the process of collection for deposit in, the Program Fund created under Section 5 of this Agreement: (a) employ staff necessary for LACA operations and be responsible for payment of their compensation and benefits; (b) make arrangements for one or more sites to house the LACA staff and equipment and enter into any leases or other agreements for the use of facilities for those sites; (c) make arrangements for the maintenance of the equipment and the sites housing that equipment and the Program staff and contract for the maintenance, insurance and repair thereof; and (d) arrange for the acquisition by lease, purchase, or lease with an option to purchase, facilities, equipment, software, and supplies for use by the employees and Members in connection with LACA programs, for which purposes it may issue securities or make other financing arrangements as authorized by law.

### **Section 3. Membership; Affiliated Organizations**

#### **(A) Definition; Original Members**

Membership in the Licking Area Computer Association shall consist of Ohio public school districts and educational service centers. Other types of political subdivisions may be considered for membership in compliance with the requirements of Chapter 167 of the Ohio Revised Code. Members subscribing to three of the five core services (internet, student, EMIS, financial and library) as defined in OAC 3301-3-01(B)(5), or as may be subsequently defined in the Ohio Administrative Code, shall become members upon resolution of their governing body and either a majority vote of the Governing Board or a unanimous vote of the Governing Board if the district withdrew membership from LACA within the previous five (5) years.

Any new Members admitted after LACA becomes operational, who were eligible to be charter Members but chose not to participate, may be assessed a fee as determined by the Governing Board. The Governing Board shall review the fee on an annual basis or as needed. The minimum fee shall be at least equal to any cost incurred by the Member entities.

A Member may be disqualified of membership by a two-thirds (2/3rds) vote of the Governing Board and such disqualification from membership and the benefits furnished by the association shall be effective within 180 days after the notification. A disqualified Member shall be liable for all obligations incurred during the period unless the disqualified members elect to have the disqualification effective sooner.



The Licking Area Computer Association Council of Governments shall be composed of the following Members:

1. Crooksville Exempted Village School District
2. C-TEC (Career and Technology Education Centers)  
(a joint vocational school district)
3. East Muskingum Local School District
4. Granville Exempted Village School District
5. Heath City School District
6. Johnstown-Monroe Local School District
7. Lakewood Local School District
8. Lancaster City School District
9. Licking County Educational Service Center (ESC)
10. Licking Heights Local School District
11. Licking Valley Local School District
12. Maysville Local School District
13. Mount Vernon City School District
14. Newark City School District
15. North Fork Local School District
16. Northridge Local School District
17. Southwest Licking Local School District
18. Tri-Valley Local School District
19. West Muskingum Local School District

(B) Affiliated Organizations

Organizations and entities which do not qualify for LACA COG membership may participate in LACA programs on a contractual basis pursuant to the provisions of Section 12 (B) of this Agreement and any applicable provisions of Ohio law. Affiliates shall not have the rights and status of COG membership under Chapter 167 of the Ohio Revised Code but shall be fully included in all program-related LACA communications and eligible for all LACA program-related education and training.

**Section 4. Management and Operation of the Program.** The LACA Governing Board shall consist of all participating Member Superintendents or their designees. The Governing Board shall exercise all of LACA's powers and duties both as a COG and an ITC. As an illustration but not as a limitation, the Board shall have the following specific powers and duties in connection with the management and operation of LACA, 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 LACA.



(2) It shall consider, approve and establish the programs, services, and facilities to be offered by LACA to Members and their teachers, staff, and students, and the policies for their operation; it shall authorize any sale of services or products to persons and organizations that are not Members, subject to the provisions of Section 12 of this Agreement; and it shall authorize appropriate contracts to be entered into between LACA and other persons and entities.

(3) It shall authorize expenditures to be made for LACA programs.

(4) It shall employ a Fiscal Officer for LACA, who may be a person serving as treasurer of a public school district or other public entity having comparable fiscal management resources; provided, however, that if the fiscal management resources of another public entity are utilized by the Fiscal Officer in the performance of his/her duties as LACA Fiscal Officer, such other entity shall not thereby be deemed to have any legal control, authority, or responsibility with respect to any operations of LACA, fiscal or otherwise, and shall not under any circumstances be deemed to be the "fiscal agent" of LACA within the meaning of Chapter 3301-3 of the Ohio Administrative Code. If the LACA Fiscal Officer is employed as treasurer of a Member entity, such Member entity shall retain its voting rights within LACA and all other rights normally pertaining to its LACA Member status.

(5) It may establish advisory committees from time to time in accordance with the LACA By-laws, to advise the Board with respect to LACA operations.

(6) It shall authorize the employment of any staff necessary for LACA operations and establish their salaries, benefits, and work and disciplinary rules. It may contract for services or enter into lease agreements on such terms as it may approve.

(7) Upon recommendation of the any Fee Committee, the Board shall determine the fees and charges for special services, supplies, or equipment not included in each Member's share of the costs of LACA operations.

(8) It shall authorize the acquisition of any facilities, data processing equipment, and related assets for LACA operations and establish rules concerning the use and operation of such facilities, equipment, and related assets.

(9) It shall authorize the issuance of securities and make other financing arrangements for the acquisition of property and related services to the extent authorized by law.

(10) It shall determine matters relating to the operation of LACA, including but not limited to: (a) appropriations for Program Costs (defined in Section 9 of this Agreement), (b) each Member's share of Program Costs, (c) expansion or modification of facilities and services to be included in the Program, (d) methods for allocating the amount of time that data processing and related assets may be used by each Member, (e) the admittance of new Members to the Program, and (f) disqualification of Members from participation in the Program.





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

Provision for the election of members to The Governing Board, their term of office, the appointment of officers, and other matters relating to the constitution and operations of the Board shall be as set forth in the LACA By-laws.

**Section 5. Program Fund.** There is hereby established the LACA Program Fund ("LACA Program Fund" or "Program Fund") that shall be maintained by the Fiscal Officer as a separate fund for the payment of costs of LACA programs and operations. The Board may from time to time authorize and direct the Fiscal Officer to establish separate accounts or subaccounts within the Program Fund. The Program Fund, consisting of the accounts and subaccounts as may be established from time to time, shall be subject to the laws of the state concerning the investment and management of public funds, and shall be subject to audit and inspection by the Auditor of State.

The Fiscal Officer shall deposit in the Program Fund all money received from the State Department of Education for the Ohio Education Computer Network, all money received from the Members, the Program Participants and from any other source for payment of costs of LACA operations. Investment income earned on money and investments held for the credit of the Program Fund shall be credited to the Program Fund. Money and investments held to the credit of the Program Fund shall be disbursed by the Fiscal Officer as provided in this Agreement for payment of costs of the Program.

**Section 6. Duties of the Fiscal Officer; Disbursements from Program Fund.** The Fiscal Officer shall: (a) submit to the Ohio Department of Education requests for financial assistance; (b) receive money from the State Department of Education for LACA and deposit, invest and disburse that money as provided in this Agreement; (c) take such other actions as may be necessary or appropriate to facilitate the participation of LACA as an ITC in the Ohio Education Computer Network or as otherwise may be requested by the Board; and (d) perform such other services as may be required in the capacity of chief fiscal officer. Under no circumstances shall the Fiscal Officer incur any obligations for costs or expenses in connection with the performance of those duties that exceed the total unspent amount appropriated under this Agreement for the Program Costs (as defined in Section 9 of this Agreement) to be incurred by LACA 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 LACA programs and operations in accordance with this Agreement. The Fiscal Officer shall provide the Board with such documentation concerning those services and expenses as the Board may reasonably request. Additional disbursements may be made by the Fiscal Officer from the



Program Fund for payment of any other costs approved by the Board, upon the direction of the Board. Those disbursements may, in the case of the acquisition of equipment or other permanent improvements, be made directly to the equipment vendors or other third parties, as directed by the Board and consistent with applicable laws.

The cost of the lease, purchase, or lease with an option to purchase, of such equipment shall be payable solely from moneys appropriated for those costs on deposit in, or in the process of collection for, the Program Fund. In the event that any such improvement is subject to statutory competitive bidding procedures, the Board shall be responsible for causing any required advertisements for bids, bidding documents, or contracts to be prepared. Any contract for such improvements shall be executed by the Executive Director and/or the Fiscal Officer of LACA on behalf of the Members in accordance with the recommendations and determinations of the Board.

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

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

#### **Section 7. Program Facilities.**

(A) Sites. The Governing Board of LACA shall make arrangements for one or more sites to house the equipment and the staff for LACA operations. Costs of operating and maintaining those sites, including the costs of maintaining fire and extended coverage and public liability insurance on such sites and providing heat, electricity, custodial service, and restrooms for such sites, shall be operating costs of LACA 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 LACA operations, the Member may enter into any contracts necessary for the maintenance and insuring of those facilities and may receive compensation from LACA for the proportion of those costs attributable to the facilities comprising the site, as determined and approved by the Board.



(B) Equipment, Software, Supplies, and Materials. Unless otherwise approved by the Governing Board, title to all LACA equipment, software, supplies and materials shall be held in the name of the LACA on behalf of the Members, and transfer of such title and ownership from the fiscal agent designated under the prior Consortium Agreement is hereby authorized. The operation, maintenance, repair, replacement and disposition of all equipment, software, supplies, and materials shall be subject to the directives of the Board, within the provisions of this Agreement and applicable state laws. The quantity, characteristics, capability, and type of any new or replacement equipment, software, supplies or materials shall be determined by the Board. At the time it is determined to be necessary to acquire and install additional or replacement equipment, software, supplies, or materials, the Board shall include the costs for such acquisition and installation in its estimate of Program Costs prepared pursuant to this Agreement. If sufficient moneys to pay the costs for the acquisition and installation of any such equipment, software, supplies or materials is not received from State or other financial assistance program, those costs shall be allocated and assessed to the Members in accordance with this Agreement. Under no circumstances, however, shall the Board or the Fiscal Officer have the power to approve the purchase of equipment, software, supplies or materials in an amount, less any state or federal reimbursement, which exceeds the total unspent amount appropriated for costs of that equipment, software, supplies or materials and remitted to the Fiscal Officer or LACA by the Members pursuant to this Agreement, except as may be permitted by law.

**Section 8. Insurance.** LACA shall make arrangements for securing and maintaining property/casualty insurance, liability insurance, and other forms of insurance that it may deem necessary in such amounts as are reasonably necessary to protect the interests of LACA, its Members, officers, employees, and agents. In the event of damage to or destruction of the equipment or facilities of the Program, upon a determination by the Board that the proceeds of insurance and other available funds of the Program are sufficient therefor, LACA may cause replacement to be made of such equipment or facilities and deposit the balance of insurance proceeds, if any, to the Program Fund. In the event a claim shall be paid by an insurance company upon the loss of or damage to the equipment or the facilities of the Program staff, the deductible amount of any insurance policy insuring that equipment or those facilities damaged or destroyed shall be deemed a Program Cost and assessed to the Members pursuant to this Agreement. In the event that the insurance proceeds and the balance in the Program Fund are insufficient to pay the cost of replacing equipment or facilities damaged or destroyed, and the Board determines that without replacement of that property it is not feasible for LACA to continue its operations, then the aggregate of the insurance proceeds and the balance in the Program Fund remaining after payment of all liabilities of LACA shall be distributed to all Members in the same proportion as that described in Section 15 hereof for surplus remaining upon termination of the Agreement.

**Section 9. Estimate of Program Costs; Payments by Members.** On or before June 1 in the Fiscal Year preceding the Fiscal Year for which the following estimates are made, Director shall provide each Member with an estimate of each Member's share of the Program Costs.





Under no circumstances shall the Board or LACA 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 Governing Board, LACA 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 LACA shall be deposited in the Program Fund and disbursed for costs of operations in accordance with this Agreement. To the extent applicable laws or policies require an application for financial assistance to be made in the name of a board of education; a Member may apply for that assistance upon the request of The Governing Board. Any funds received by a Member on behalf of LACA 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 membership in LACA by serving the Chairperson of the Governing Board a certified copy of a duly adopted Resolution of the member's Board of Education or Governing Board declaring its intent to withdraw and can only be given after two full years of membership with the Licking Area Computer Association. Such withdrawal shall be effective on the second 30th day of June subsequent to the receipt of this Resolution. All financial commitments of the member district shall be met or secured prior to the effective date of the withdrawal. The Member shall remain responsible for its share of Program Costs through the end of the Fiscal Year in which the withdraw is effective.

Any Member that withdraws from LACA shall forfeit any claims to LACA assets. Upon withdrawal under this Section, the withdrawing Member may not again become a Member until it has fully complied with the procedures contained in this Section.

**Section 12. Additional Members; Contracted Services.**

(A) **Additional Members.** The governing legislative authority for any Ohio public school district or the governing board of any educational service center within the State of Ohio may apply to the Governing Board to become a Member of LACA. Applications by other types of Ohio political subdivisions may be considered by the Governing Board in its discretion. 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 LACA. The authorizing resolution of the applicant's board of education or governing body also must authorize and approve the execution of this Agreement/Bylaws. Following receipt of such application and resolution, the Board shall determine whether and when the applicant should be included in LACA. The applicant shall be a Member in LACA if such inclusion is approved by the Board, the applicant executes and delivers this Agreement to the Board, and the applicant appropriates and remits to the Fiscal Officer an initial monetary assessment for Program Costs in an amount determined by the Board. The applicant shall thereafter be a Member under this Agreement and as such assessed its portion



of the Program Costs by the same method and using the same formula as any other Member, in accordance with this Agreement.

(B) Contracted Services. Notwithstanding any other provisions of Ohio law or this Agreement, LACA reserves its authority under Section 9.482 of the Ohio Revised Code (Ohio's "Shared Services Law"), or any similar provisions of Ohio law, to contract with any other Ohio political subdivision or state agency to provide services and related products to such subdivision or agency under such terms as may be agreed upon, or to contract for the provision of products and/or services to any other education-related Ohio entity without such entity becoming a Member of LACA, subject to any applicable laws or regulations of the State Board of Education; provided, however, that the Governing Board determines, prior to entering into any such contract, that: (i) LACA will receive fair value for the services or products being provided, (ii) performance of the contract will not impair the ability of LACA 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 LACA 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. Amendments.** This Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment, or supplement by two-thirds of the entire Governing Board. 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 14. 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 15. Continuity of Contractual Obligations.** All contractual obligations undertaken by Members and LACA with each other prior to LACA's reorganization as a regional council of governments (COG) shall continue in full force and effect following such reorganization pursuant to this Agreement.

**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 the entire Governing Board and the Member boards of education/governing boards. Any termination of the Program will take effect on a date to be determined by the Governing Board.

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



be distributed to the Members in each case in the same proportion to the total remaining as the amount of such Member's total share of the costs of those facilities incurred over the life of the Agreement bears to the total costs incurred by all Members over the life of the Agreement.

**Section 17. Effectiveness of the Agreement; Signatures.** This Agreement shall become effective upon approval by the constituent Members and shall replace the Consortium Agreement effective as of July 1, 2020. Authorized signatures may be obtained, but the absence of any signature shall not impair the effectiveness of the Agreement with respect to any Member as long as the governing body of such Member has taken formal action approving the Agreement. Signatures, if obtained, may be provided in separate counterparts on behalf of any one, or more than one, of the Members.

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

[END OF LACA COG AGREEMENT]