

# **CONSTITUTION**

**Of**

## **North Central Ohio Computer Cooperative**

### **Heartland Council of Governments**

Adopted by the General Assembly December 11, 2017

**WHEREAS**, the undersigned Boards of Education have determined that by cooperating with one another through the format of a Council of Governments known as the North Central Ohio Computer Cooperative/Heartland Council of Governments, that their residents and the students whom they serve can be benefited with more cost-efficient service, and

**WHEREAS**, Revised Code 3301.075 authorizes a data acquisition site to be organized as a Regional Council of Governments in accordance with Chapter 167 of the Ohio Revised Code;

**NOW, THEREFORE**, in consideration of the mutual benefits provided hereunder and for other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, and with the intent that this Successor Constitution constitutes a renewal of, and supersede in its entirety (except as otherwise provided herein) the initial Constitution, the parties hereby agree as follows:

#### **ARTICLE I**

##### **MEMBERSHIP**

That the North Central Ohio Computer Cooperative/Heartland Council of Governments (NCOCC/Heartland COG) shall be composed of the following members:

1. Clear Fork Valley Local School District
2. Colonel Crawford Local School District
3. Crestline Exempted Village School District
4. Crestview Local School District
5. Galion City School District
6. Lexington Local School District
7. Lucas Local School District
8. Mid-Ohio Educational Service Center
9. Northmor Local School District
10. Madison Local School District
11. Ontario Local School District
12. Pioneer Career and Technology Center: A Vocational School District
13. Plymouth-Shiloh Local School District
14. Shelby City School District

- 15. Willard City School District
- 16. Wynford Local School District

and such other members appearing in Exhibit 1 of this document as shall be determined by those entering this Agreement or as may otherwise be provided by NCOCC/Heartland COG By-laws. NCOCC/Heartland COG shall be open to any user entity as defined in O.A.C. 3301-3-0-1(b)(22) upon application and approval of the Board of Directors. Such new Regular or Associate members shall become a member on the next July 1<sup>st</sup>. Such new members shall abide by the Constitution and By-Laws of the North Central Ohio Council of Governments and shall have the rights, privileges and responsibilities described herein.

A Regular Member subscribing to at least fiscal services and two other core services along with connectivity shall become a voting member upon:

- a. Adoption of resolution by its Board of Education
- b. A majority vote or acceptance by the board of Directors of NCOCC/Heartland COG

That any other city, county, exempted village, local, joint vocational, private, parochial, or cooperative school district, any public community school, charter school, educational service center or other organization or entity may be admitted to membership in NCOCC/Heartland COG with the one of the following identifications and upon written application and approval of the General Assembly.

- |                           |   |
|---------------------------|---|
| Charter Member District   | Those districts that were original members of the North Central Ohio Computer Cooperative (NCOCC) or duly purchased Charter Member status through approval of the General Assembly and retain Regular Membership status. Should NCOCC/Heartland COG be dissolved, these Charter Member Districts will share in any remaining assets. These Districts abide by the Constitution and By-Laws of the North Central Ohio Computer Cooperative and the Heartland Council of Governments and have full voting rights within the General Assembly. |
| Regular Member District   | Those districts/schools or organizations that subscribe to core services and connectivity from NCOCC. These districts/schools or organizations abide by the Constitution and By-Laws of the North Central Ohio Council of Governments and have full voting rights within the General Assembly.  |
| Associate Member District | Those districts/schools or organizations that subscribe to either core services or connectivity from NCOCC. These districts/schools or organizations abide by the Constitution and By-Laws of the North Central Ohio Council of Governments. These districts/schools or organizations do not have voting rights within the General Assembly.  |

## **ARTICLE II**

### **PURPOSE and POWERS**

That to carry out the purpose of this Council of Governments, it shall have the authority by action of its General Assembly or Board of Directors as this Agreement and its By-laws shall direct to:

- a. Exercise all powers granted to Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code with the purpose of coordinating their powers and duties as provided by Sections 3301.075 and 3313.92 of the revised Code to provide efficient and cost effective information, network, and computer services to each member;
- b. This Council of Governments shall exercise all the express or implied powers authorized by Chapter 167 of the Ohio Revised Code in the fulfillment of its stated purpose.

## **ARTICLE III**

### **GENERAL ASSEMBLY**

That this Council of Governments shall be governed by a governing body designated as the General Assembly and composed of the Superintendent or their designee of each Charter Member and Regular Member school district or school or the Chief Executive Officer or their designee of each Regular Member or Associate Member organization. The day-to-day operations of the Council of Governments shall be performed by those members of the General Assembly who have been elected to the Board of Directors and officers thereof.

The General Assembly shall have the following authority:

- a. Elect the Board of Directors;
- b. Elect officers;
- c. Approve the annual Council of Governments budget upon recommendation from the Board of Directors based on a July 1 through June 30 fiscal year;
- d. Approve new cooperative ventures and areas into which the computer system may be deployed upon recommendation from the Board of Directors;
- e. Approve fees to be charged for services, development expenses and purchases of equipment upon recommendation from the Board of Directors;
- f. Approve all financial obligations entered into by the Treasurer on behalf of the General Assembly and;
- g. Approve the suspension of members for not cooperating in the programs, not abiding by the By-laws of the Council of Governments or the rules and regulations of the board of Directors, or not meeting financial obligations as incurred.

All actions of the General Assembly shall be taken by a majority vote of those representatives or designees present, except as otherwise provided in this Agreement, at a regular or duly called special meeting at which a majority of member districts and organizations have representatives or their designee present.

## **ARTICLE IV**

### **EXECUTIVE DIRECTOR AND SUPPORT STAFF**

The Board of Directors shall, after giving due consideration to the recommendation of the Personnel Sub-Committee, employ the Executive Director. The Board of Directors shall develop support staff positions and employ such personnel, after giving due consideration to the recommendations of the Executive Director. Contracts and conditions of employment (including procedures and practices shall be governed by the policies, rules and regulations as approved by the Board of Directors. Managerial and governing authority rests with the Board of Directors and shall be carried out on a day-to-day basis by the Executive Director.

The Executive Director shall:

1. Report to the Board of Directors; and
2. Perform the duties and responsibilities described for the Executive Director in the job description for this position and any other duties described by the Board of Directors, including supervision of all employees.

## **ARTICLE V**

### **BY-LAWS**

That the General Assembly may adopt and amend By-laws to govern the operation of this Council of Governments not inconsistent with the provisions of this Agreement. The Board of Directors may adopt rules and regulations governing day-to-day operations not inconsistent with this Agreement or the By-laws adopted by the General Assembly.

## **ARTICLE VI**

### **EMPLOYEES**

All employees shall be determined employees of NCOCC/Heartland COG. The standard work week for NCOCC/Heartland COG employees shall be forty (40) hours, except for those employees who are exempt from the overtime requirements of the Fair Labor Standards Act of 1938, 29 U.S. Code Section 207, as amended. Non-exempt employees who work more than forty (40) hours within a given workweek will be provided compensatory time at a rate of one and a half times the hours worked in excess of forty (40), in lieu of overtime pay. Exempt employees who work under two hundred and forty (240) day or two hundred and sixty (260) day positions shall also be provided compensatory time, with the exception of the Executive Director.

Compensatory time must be pre-approved with employee's direct supervisor and/or the Executive Director for employees who work special assignments, projects or emergencies. A Compensatory Time form must be completed and signed by the employee's direct supervisor and/or the Executive Director

within three business days from when the compensatory time was accumulated. The accumulation of compensatory time without pre-approval is subject to disciplinary procedures, up to and including termination. Compensatory time may be accumulated up to a maximum of thirty (30) days.

Compensatory time must be utilized within six months of the approval date; extensions to the expiration date can only be approved by the Executive Director. Utilization of compensatory time shall be at times approved by the employee's direct supervisor and/or the Executive Director, and shall be permitted only at times which do not result in the disruption of services to NCOCC or its client entities.

Upon initial employment or prior to any accrual of compensatory time, eligible employees must sign a document indicating their understanding and acceptance of the requirements of this policy concerning compensatory time

Upon separation from employment, employees will be compensated at one and one half times their then current hourly rate for all accrued and unused compensatory time to their credit at such time.

## **ARTICLE VII**

### **WITHDRAWAL**

Any Charter Member or Regular Member may withdraw from this Council of Governments by serving on the Executive Director or Treasurer a certified copy of a duly adopted Resolution of the member's Board of Education or Governing Board declaring its intent to withdraw. Such withdrawal shall be effective on the second thirtieth (30<sup>th</sup>) day of June subsequent to the receipt of this Resolution. All financial commitments of the member district or organization shall be met or secured prior to the effective date of the withdrawal. Districts or organizations choosing to withdraw will be financially responsible for a minimum of the services being received in the fiscal year in which the intent to withdraw is provided and at the rate of all other member districts or organizations. Financial commitments will further include but not be limited to any liabilities incurred by NCOCC/Heartland COG on behalf of the withdrawing district or organization.

Any Associate Member may withdraw from this Council of Governments by serving on the Executive Director or Treasurer a certified copy of a duly adopted Resolution of the member's Board of Education or Governing Body declaring its desire to withdraw. Such notice must be provided on or before the thirtieth day of March preceding the fiscal year in which they wish to withdraw.

## **ARTICLE VIII**

### **AMENDMENT**

The Constitution may be amended by a two-thirds (2/3) vote of the membership of the Cooperative provided there is notice of at least seven (7) days, in writing, including e-mail notification, of the meeting. For a quorum at such a meeting at least two thirds (2/3) majority of all members or their designees must be present. Resolutions for such amendments and changes shall be presented in writing to the Chairperson of the board of Directors at least twenty (20) days prior to the meeting of the General Assembly and the Chairperson shall circulate or cause to have circulated the same to all Cooperative members at least ten (10) days prior to the meeting.

**Exhibit 1**  
**Member Schools/Organizations**  
**(December 11, 2017)**

That the North Central Ohio Computer Cooperative/Heartland Council of Governments  
(NCOCC/Heartland COG) shall be composed of the following members:

1. Canton Harbor	Regular Member
2. C.A.S.T.L.E. High School	Associate Member
3. Celeryville Christian	Regular Member
4. Clear Fork Valley Local School District	Charter Member
5. Colonel Crawford Local School District	Charter Member
6. Community Action for Capable Youth	Associate Member
7. Constellation Community Schools	Associate Member
8. Continental Home Health Care	Associate Member
9. Crawford County Board of Developmental Disabilities	Associate Member
10. Crestline Exempted Village School District	Charter Member
11. Crestview Local School District	Charter Member
12. Galion City School District	Charter Member
13. Galion St. Joseph	Associate Member
14. GOAL Digital Academy	Regular Member
15. Imagine Akron Academy	Associate Member
16. Imagine Bella Academy	Associate Member
17. Imagine Hill Avenue	Associate Member
18. Imagine Leadership Academy	Associate Member
19. Lexington Local School District	Charter Member
20. Lucas Local School District	Charter Member
21. Miami Valley Academies	Associate Member
22. Madison Local Schools	Charter Member
23. Mansfield Choice Academy	Regular Member
24. Mansfield City Schools	Associate Member
25. Mansfield Christian School	Associate Member
26. Mansfield St. Mary School	Associate Member
27. Mansfield St. Peter	Regular Member
28. Menlo Park Academy	Associate Member
29. Mid-Ohio Educational Service Center	Charter Member
30. North Central Ohio ESC	Associate Member
31. Northmor Local School District	Charter Member
32. Ohio Construction Academy	Associate Member
33. Ontario Local School District	Charter Member
34. OSU Extension Office	Associate Member
35. Pioneer Career and Technology Center	Charter Member

36. Plymouth Local School District	Charter Member
37. Richland County Farm Bureau	Associate Member
38. Richland County Soil and Water	Associate Member
39. Shelby City School District	Charter Member
40. Shelby Sacred Heart	Associate Member
41. Shelby St. Mary	Associate Member
42. Stark College and Career High School	Associate Member
43. Willard City School District	Charter Member
44. Willard St. Francis Xavier	Regular Member
45. Wynford Local School District	Charter Member

**IN WITNESS WHEREOF**, this agreement has been approved by the Superintendents of each of the Charter and Regular Member Districts or organizations pursuant to policies of their districts on the date set forth opposite their representatives' signature.

**Clear Fork Valley Local School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Col. Crawford Local School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Crestline Exempted Village School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Crestview Local School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Galion City School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer



**Lexington Local School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Lucas Local School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Madison Local School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Mid-Ohio Educational Service Center**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Northmor Local School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

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Date

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Date

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Date

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Date

**Ontario Local School District**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Pioneer Career and Technology Center**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Plymouth Shiloh Local School District**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Shelby City Schools**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Willard City Schools**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

**Wynford Local School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer