

**AGREEMENT**  
**ESTABLISHING THE**  
**OHIO SCHOOLS COUNCIL**

This AGREEMENT is made and entered into as of December 9, 1986, by and among the boards of education identified below:

RECITALS

WHEREAS, Revised Code Chapter 167 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 concerns; and

WHEREAS, certain board of education located within northeastern Ohio have determined to enter into this Agreement Establishing the Ohio Schools Council for the purpose of carrying out a cooperative program for the purchase of natural gas and promoting other cooperative programs which may be approved, from time to time, in accordance with this Agreement and the Bylaws described below:

NOW, THEREFORE, it is agreed by and among the boards of education identified below, on behalf of whom this Agreement has been executed by their representatives in accordance with the authorizing resolution of each, that:

Section 1. Definitions:

As used in this Agreement and in the Bylaws the following words shall have the following meanings:

"Advisory Committee" means any committee established by the Board of Directors pursuant to the Bylaws and any Program Agreement to advise the Board of Directors or the Fiscal Agent with respect to the management and operation of a Program. The Board of Directors shall define the duties of each Advisory Committee.

"Agreement" means this agreement, as the same may be amended, modified, or supplemented in accordance with Section 8 hereof.

"Assembly" means the legislative body of the Council established pursuant to, and having those powers and duties enumerated in, the Bylaws.

"Bylaws" means the regulations adopted by the Council pursuant to Revised Code Section 167.04 and this Agreement, as the same may be amended, modified, or supplemented in accordance with Section 12 thereof.

"Council" means the Ohio Schools Council.

"Council Costs" means any Operating Costs and any Program Costs incurred by the Council or the Fiscal Agent of the Council in connection with the activities and operations of the Council or any Program of the Council.

"Council Fund" means the fund maintained by the Fiscal Agent of the Council as a separate fund pursuant to Section 7 of the Bylaws, into which the Fiscal Agent shall deposit any and all moneys contributed by the Members for Operating Costs of the Council.

"Fiscal Agent" means the person or organization designated by the Members of the Council to receive, deposit, invest and disburse funds contributed by the Members for the operation of the Council and its Programs, in accordance with the Bylaws and the applicable Program Agreement.

"Fiscal Year" means the twelve month period beginning July 1 and ending June 30.

"Member" means any board of education which pursuant to a duly adopted resolution, has caused this Agreement to be executed in its name, including any additional board of education which has caused this Agreement to be executed in accordance with Section 7 hereof, and has not withdrawn from the Council pursuant to this Agreement or the Bylaws.

"Operating Costs" means all costs incurred by the Council or by the Fiscal Agent in connection with the activities and operation of the Council but shall not mean any Program Costs.

"Participating Member" means, with respect to each Program of the Council, any member whose governing body has determined, by duly adopted resolution, to participate in that Program and has authorized execution of the Program Agreement for that Program.

"Program" means any cooperative program of the Council established under a Program Agreement, including but not limited to, the Natural Gas Purchase Programs (No. 1 and No. 2).

"Program Agreement" means (i) the Agreement Regarding the Natural Gas Purchase Program No. 1, (ii) the Agreement Regarding the Natural Gas Purchase Program No. 2, and (iii) any other agreements among some or all Members establishing a Program in accordance with Section 5 hereof.

"Program Costs" means, with respect to each Program of the Council, all costs incurred by the Council or the Fiscal Agent of the Council, in connection with the activities and operations of that Program, as defined in the corresponding Program Agreement.

Section 2. Name:

The name of the group composed of all Members shall be the "Ohio Schools Council".

Section 3. Representation of Members:

The governing body of each Member shall appoint one representative to the Assembly. That representative shall be the Member's Superintendent.

Section 4. Adoption of Bylaws:

Within 30 days following execution of this Agreement by two-thirds of the Members, listed in Exhibit A of this Agreement, the representatives to the Assembly shall meet for the purpose of adopting 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) Designate the officers of the Assembly and the method of selection thereof;
- (B) Establish the Board of Directors to act as the governing board of the Council;
- (C) Provide for the appointment of an Advisory Committee for any Program of the Council;
- (D) Appoint a Fiscal Agent for the Council and provide for a Fiscal Agent (which may be the Fiscal Agent for the Council) for each of its Programs; and
- (E) Regulate the conduct of the Council's business.

Section 5. Programs of the Council:

The Council may establish, in addition to the Natural Gas Purchase Programs, such other cooperative programs as the Board of Directors may approve. Each Program shall be established by a Program Agreement among the Members of the Council whose governing bodies have determined to participate in the Program and have approved the Program Agreement for that Program. Each Program Agreement shall be reviewed and approved by the Board of Directors prior to execution by any Member.

Each Program Agreement shall include be 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 to the Participating Members for decision;
- (B) Establish procedures for budgeting Program Costs and apportioning Program Costs among the Participating Members;
- (C) Establish one or more funds into which all monetary contributions for Program Costs shall be deposited;
- (D) Determine the method and timing of inclusion of additional Participating Members;
- (E) If determined to be necessary or desirable, appoint a Fiscal Agent for the Program different from the Fiscal Agent for the Council; 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 shall notify the Fiscal Agent of the Council on or before September 15 in the Fiscal Year preceding the Fiscal Year in which the Member will withdraw. That notification must include a certified copy of a duly adopted resolution of the Board of Education of that Member determining that the Member shall withdraw and the effective date of withdrawal, which must be the first day of a Fiscal Year. A Member which has withdrawn from the Council shall be deemed to have withdrawn from all Programs in which it was a Participating Member. The Program Agreement shall govern the disposition of any contributions by the withdrawn Member to any Program of the Council in excess of that Member's share of Program Costs. The Board of Directors shall determine whether the withdrawing Member has contributed moneys in excess of the Member's share of Council Costs, other than Program Costs, and shall provide for the return to that Member of any excess contributions within 180 days following the end of the Fiscal Year in which that Member ceased its participation in the Council. After withdrawal, the withdrawing political subdivision may not

become a member again until it has fully complied with the procedures contained in Section 7 hereof.

Section 7. Inclusion of Additional Boards of Education:

Any board of education in the State of Ohio 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 requesting inclusion in the Council. Prior to the Assembly's next meeting, the Board of Directors shall review the application and recommend to the Assembly whether the applicant board of education should be included in the Council. At the Assembly's next meeting, it shall act upon the Board of Director's recommendation by duly adopted resolution. The applicant board of education 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 board of education executes the Agreement, approves the Bylaws, and appropriates and remits to the Fiscal Agent an initial monetary assessment for Council Costs in an amount recommended by the Board of Directors and approved by the Assembly. The applicant shall thereafter be a Member and be assessed its portion of the Council Costs by the same method and using the same formula as any other member, in accordance with the Bylaws.

Section 8. Fiscal Agent:

The Members of the Council shall appoint the Board of Education of the Mentor Exempted Village School District to serve as the initial Fiscal Agent of the Council. Should that board of education cease to serve as Fiscal Agent, the Assembly shall designate a successor Fiscal Agent in accordance with Section 9 of the Bylaws.

Section 9. Initial Assessment:

In order to commence operation of the Council, the initial Members of the Council each agree to pay to the Fiscal Agent of the Council, on or before December 1, 1986, an amount equal to \$500.00. Those payments shall be considered as contributions to the Operating Costs of the Council. Those payments shall be deposited by the Fiscal Agent in the Council Fund and may be disbursed upon the written direction of the Board of Directors for payment of costs incurred in connection with the establishment of the Council and the activities to be undertaken in connection with the initial organization of the programs of the Council.

Section 10. 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 11. Term of the Agreement:

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 12. Termination of the Agreement:

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 any Program Agreement.

Upon termination of this Agreement, each Program and Program Agreement shall automatically terminate. After payment of all known obligations of the Council in connection with each Program, any surplus remaining in any Program Fund shall be distributed among the Participating Members in the manner provided in the Program Agreement. After payment of all known obligations of the Council, other than those incurred in connection with any Program, any surplus remaining in the Council Fund shall be distributed among the Members in the same proportion to the total remaining as the amount of each Member's total share of Operating Costs incurred over the life of this Agreement bears to the total Operating Costs incurred by all Members of 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 13. Effectiveness and Counterparts of the Agreement:

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 Fiscal Agent and shall constitute one Agreement.

IN WITNESS WHEREOF, the representatives of the respective members listed below, pursuant to a previously duly adopted resolution, have on behalf of their respective members signed the Agreement.

**Exhibit A**  
**Ohio Schools Council Members Listed by County**

**Ashland**

Loudonville - Perrysville Ex.  
Village Schools

**Cuyahoga**

Bay Village City Schools  
Beachwood City Schools  
Bedford City Schools  
Berea City Schools  
Brecks./Broad. Hts. City Schools  
Brooklyn City Schools  
Chagrin Falls Ex. Village Schools  
Cleve. Hts./Univ. Hts. City  
Schools  
Cleveland Municipal School  
District  
Cuyahoga County Board of  
MR/DD  
Cuyahoga County ESC  
Cuyahoga Heights Local Schools  
Cuyahoga Valley Career Center  
East Cleveland City Schools  
Euclid City Schools  
Fairview Park City Schools  
Garfield Heights City Schools  
Independence Local Schools  
Lakewood City Schools  
Maple Heights City Schools  
Mayfield City Schools  
North Olmsted City Schools  
North Royalton City Schools  
Olmsted Falls City Schools  
Orange City Schools  
Parma City Schools  
Polaris Career Center  
Positive Education Program  
(PEP)  
Richmond Heights Local Schools  
Rocky River City Schools  
Shaker Heights City Schools  
Solon City Schools  
South Euclid/Lynd. City Schools  
Strongsville City Schools  
Warrensville Heights City  
Schools  
Westlake City Schools

**Erie**

Berlin-Milan Local Schools  
Sandusky City Schools  
Vermilion Local Schools

**Geauga**

Berkshire Local Schools  
Cardinal Local Schools  
Chardon Local Schools  
Kenston Local Schools  
Ledgemont Local Schools  
Newbury Local Schools  
West Geauga Local Schools

**Green**

Fairborn City Schools

**Huron**

Western Reserve Local  
Schools

**Lake**

Auburn Career Center  
Fairport Harbor Ex. Vill.  
Schools  
Kirtland Local Schools  
Lake County Board of MRDD  
Lake County ESC  
Madison Local Schools  
Mentor Ex. Village Schools  
Painesville City Local Schools  
Perry Local Schools  
Riverside Local Schools  
(formerly Painesville Twp  
Local)  
Wickliffe City Schools  
Willoughby/Eastlake City  
Schools

**Licking**

Southwest Licking Local  
Schools

**Lorain**

Amherst Ex Village Schools  
Avon Lake City Schools  
Clearview Local Schools  
Columbia Local Schools  
Oberlin City Schools  
Sheffield-Sheffield Lake Schools

**Lucas**

Lucas County ESC

**Mahoning**

Sebring Local Schools  
Struthers City Schools  
West Branch Local Schools

**Medina**

Black River Local Schools  
Brunswick City Schools  
Buckeye Local School District  
Cloverleaf Local Schools  
Highland Local Schools  
Medina City Schools  
Medina County ESC  
Medina County JVS  
Wadsworth City Schools

**Ottawa**

Benton-Carroll-Salem Schools  
Port Clinton City Schools

**Portage**

Aurora City Schools  
Kent City Schools  
Streetsboro City Schools

**Richland**

Mid-Ohio ESC

**Summit**

Barberton City Schools  
Copley/Fairlawn City Schools  
Coventry Local Schools  
Cuyahoga Falls City Schools  
Green Local Schools  
Hudson City Schools  
Manchester Local Schools  
Mogadore Local Schools  
Nardon Hills City Schools  
Norton City Schools  
Revere Local Schools  
Stow-Munroe Falls City  
Schools  
Summit County MR/DD  
Tallmadge City Schools  
Twinsburg City Schools

**Trumbull**

Girard City Schools  
Hubbard Ex. Village Schools  
Warren City Schools

**Wayne**

Rittman Exempted Village  
Schools

**Wood**

Eastwood Local Schools  
Penta County JVS