



Merger and Partnership Proposal for the Miami Valley Educational Computer Association (MVECA) and the Miami Valley Communications Council (MVCC)

The technology needs of schools and governments are growing and becoming more complex and expensive. Software licensing costs continue to climb; cybersecurity investments are now absolutely essential to network operations; and functions and services like hardware and software procurement, datacenter services, offsite backup, Internet access, content filtering, and connectivity to remote resources can all have enormous impacts on educational and governmental organizations. Information Technology Centers (ITCs) like the Miami Valley Educational Computer Association (MVECA), as non-profit stewards of the technology resources, are in a unique position to help control costs, create exceptional value, and dramatically improve the sophistication and quality of the critical services listed above.

The Miami Valley Communications Council (MVCC) similarly provides a variety of services to support local governmental operations in the form of unique video production and distribution services, management of cable franchise agreements and associated resources, management of fiber optic assets, employee and public official training services, management of residential electric aggregation program, regional collaboration initiatives, joint policing initiatives, and cooperative purchasing on behalf of its members. These are all critical programs and services that must continue for the benefit of local governmental organizations across the region.

ITCs, regional councils, schools, and governments must all accept the challenge to become more efficient and effective given the limited resources available today to address technology adoption and resource management. An ITC site that operates in the way it did ten years ago, providing only basic levels of service at price points that continue to increase, is in serious danger of becoming irrelevant. Cable councils primarily funded by annually decreasing cable franchise fees are also in jeopardy. Organizations that cannot find new ways to fund their operations and control costs are in no position to add staff or improve the customer experience at a time when IT and communications functions have become central to all organizations.

MVECA and MVCC have been working to change the way IT shared-services and video services are supported and delivered. Both organizations are well-established, public-sector leaders in service delivery in the state of Ohio. Both are interested in the expansion of public-sector IT service delivery and in business development designed to reduce the cost of services provided to public schools and local governments.

At this time the leadership of both MVCC and MVECA are proposing an organizational merger that will broaden our collective marketing opportunities by aligning the strengths and goals of our two organizations, thus creating a new organization that enhances the affordability, reliability, and security of networks and technology implementations as well as providing communication strategies and opportunities under a single organizational umbrella.

What exactly is being proposed?

Consolidation of MVECA and MVCC under a new umbrella or parent organization to be known as The Miami Valley Technology and Communications Group (MVTCG). The MVTCG will serve education and government regionally. The two organizations would remain intact as individual programs under the MVTCG and would consolidate all assets under the new parent organization. The rationale for this consolidation is to achieve greater efficiencies and long-term sustainability for the stakeholders/investors each entity serves.

Several fundamental assumptions and mutual priorities have already been discussed and established:

1. A transition period for fee standardization and contract migrations to a new organization is needed.
 - a. There must be a period of fee standardization where operational costs are balanced with new and existing revenues. Today, MVECA members enjoy competitive pricing on a fee-for-service basis. MVCC, alternatively, operates primarily on cable franchise fee allotments that make up approximately 83 percent of its annual budget. In recent financial forecasts, these cable franchise fees have been projected to decrease by approximately 8 percent each year. MVTCG will work to move essential MVCC services to a shared-service model and will work to market these services to all of MVECA and MVCC's current members in an effort to lower the over all cost of service delivery. It is estimated that 12 to 24 months will be needed to complete all necessary service transitions.
 - b. Both MVCC and MVECA hold multi-year commitments to various firms and vendors. A transition period will be required to align all of those agreements while honoring all contractual commitments. During this time, both organizations would continue to exist to the extent needed to ensure all contractual obligations are met.
 - c. Many school districts currently hold multi-year contracts for Erate eligible services. Maintaining the service provider identification number (SPIN) with the FCC for MVECA will allow districts to minimize the number of contract changes needed on these services and ensure that there are no disruptions in the delivery of funds coming from Erate.
 - d. The new organization will operate on a fiscal year that begins on July 1st and ends on June 30th.
2. All employees to be held harmless.
 - a. Some standardization in salary structures and employment policy would occur, but no reductions in pay or staffing levels would be needed. In fact, to be able to adequately address the proposed expansion of services to both educational and government organizations, a newly established parent organization is expected to need more personnel, especially in those job classifications in which employees are providing direct customer services.
3. Continuation of direct purchasing relationships with vendors and manufacturers on goods and services that schools and governments consume will be critical. Resale of goods and services using

applied margins that are less than seen in the private sector will provide members of both MVECA and MVCC deeper discounts on the products they use. Cooperative purchasing will continue to be an important element for both organizations in the future.

- a. MVECA is currently an authorized reseller of Cisco, HPE, Dell, Extreme, Lenovo, and Vertiv equipment and will likely add more manufacturers to this list. These direct relationships have saved schools and governments significantly and will allow MVCC and MVECA to generate revenues at the same time. Revenues associated with hardware procurement are an important part of how fees for members will be stabilized in the future.
4. Large-scale expansion into unserved government and non-profit sectors will help increase the consumption of shared-services to bring about reductions in the overall cost for such services.
 - a. MVTCG will be able to support greater collaboration among schools, non-profits, and local governmental organizations in an effort to reduce the operational costs for all.
5. Fiber optic infrastructure development through investment and collaboration to reduce long-term costs, promote public ownership of fiber optic resources, and establish foundational services which will ensure service relationships between MVTCG and client organizations will be sustainable.
 - a. MVECA and MVCC have collectively created approximately 150 miles of publicly owned fiber optic network. These networks reduce costs to schools and governments and provide services that are critical to community and economic development.
 - b. Fiber optic network management is a critical line of business that MVTCG must continue to develop. In no other way will schools and governments be able to control and reduce costs associated with network deployment at a time when networks are growing dramatically.
 - c. MVTCG will actively market and seek to expand the fiber network as opportunities present themselves.
6. As discussed above, consolidation of the two organizations will require the creation of a new Council of Governments (COG), which will assume responsibility and oversight of all business operations for both organizations.
 - a. Creating a new COG has the added benefit of allowing both organizations to create the governance and operational models that meet the needs of a growth-oriented organization.
 - b. All employees will be employed by the new COG.
 - c. All assets will be transferred to the new COG.
 - d. All executive administrative functions will be combined under the new COG.
7. All operations will be consolidated and moved to the current MVECA site located in Yellow Springs.
 - a. MVECA is currently located at 888 Dayton St. in Yellow Springs and owns a multi-tenant, 93,000 square foot, commercial property.
 - b. Yellow Springs is also the headend termination point of all leased and private fiber-optic assets in the region, making it a likely location for a consolidated network operation.
8. MVCC will continue to provide its 8 member communities, at no charge, video production services, including telecasting public meetings. Any new services created through this merger, or production services being provided to non-member communities, will be structured as shared-services with distinct fee structures. All MVCC services will be marketed to entities across the

combined membership of both organizations. Similarly, all MVECA services will be made available to the combined membership.

9. All formal committees, boards, and groups currently engaged by both organizations will continue to function as they are today unless the members of each group determine that their work is no longer needed. All functions of each COG and its governing bodies will continue with only appropriations, employment contracts, and business functions residing with the new parent COG.
10. The primary reasons for this organizational merger include the following:
 - a. Addressing forecasted revenue shortfalls for MVCC as cable franchise revenues continue to decrease (see below).
 - b. Addressing MVECA's need for a better cash position and opportunities to invest in its facility and in datacenter upgrades. The MVECA Board of Directors have expressed interest in increasing the annual carryover amount in MVECA's budget to 20% of annual budget or better.
 - c. Improved and more affordable comprehensive IT and video services for public entities throughout the Miami Valley.

MVCC 5 Year Budget Projections 2025 - 2029

SUMMARY	2025 PROPOSED	2026	2027	2028	2029
Beginning Year Cash	3,426,124	2,942,013	2,316,858	1,484,815	444,325
REVENUES					
Franchise Fees	1,345,977	1,238,299	1,139,235	1,048,096	964,248
4% Franchise Fees to TCSU Fund (2021)	(67,299)	(61,915)	(56,962)	(52,405)	(48,212)
Interest Income	135,000	115,000	95,000	75,000	55,000
Training/Tuition	10,000	10,000	10,000	10,000	10,000
Affiliate Memberships	27,000	27,000	29,000	29,000	29,000
Mayors & Mgrs	12,000	12,000	14,000	14,000	14,000
Aggregation Fees	65,000	70,000	75,000	80,000	85,000
Reimbursements/Other	96,600				
TOTAL REVENUES	1,624,278	1,410,384	1,305,273	1,203,691	1,109,036
 Total Fund Equity	 <u>5,050,402</u>	 <u>4,352,397</u>	 <u>3,622,131</u>	 <u>2,688,507</u>	 <u>1,553,361</u>
EXPENSES					
Total Personnel Expenses	1,221,681	1,197,096	1,256,950	1,319,798	1,385,788
OPERATING EXPENSE	886,708	838,443	880,366	924,384	970,603
TOTAL EXPENDITURES	2,108,389	2,035,539	2,137,316	2,244,182	2,356,391
 CASH BALANCE GENERAL FUNDS	 <u>2,942,013</u>	 <u>2,316,858</u>	 <u>1,484,815</u>	 <u>444,325</u>	 <u>(803,030)</u>

ASSUMPTIONS:

Franchise fees calculated at 8% annual decrease

Personnel costs calculated at 5% annual increase (2025 Personnel includes retirement/payout)

Operating Expense calculated at 5% annual increase

(Reimbursable expenses omitted from projections)

* The above forecast suggests that MVCC could deplete its cash reserves by 2029 given current trends.

Organizational Overviews

Both MVCC and MVECA have long histories of providing high quality services to their members. Both organizations serve municipal governments while MVECA also serves public schools, county and township governments, higher education, and non-profit organizations. The following is a list of strengths and specific areas where the benefits of organizational merger can help the combined membership of both organizations.

1. MVCC

- a. Miami Valley Communications Council is a municipal communications and technology organization representing the eight member cities of Centerville, Germantown, Kettering, Miamisburg, Moraine, Oakwood, Springboro and West Carrollton. The council also has affiliate agreements with other Miami Valley cities. MVCC was formed in 1975 as a council of governments to monitor, regulate, and administer common cable television franchise agreements, manage the operation of the council's cable access television channels, and develop and implement intergovernmental projects designed to strengthen communications between member cities and their citizens. A policy-making body consisting of 12 delegates representing member cities governs the council.
- b. MVCC is primarily funded through franchise fees paid by the cable service provider. Franchise fees are rent that the cable company pays for placing its wires over or under the public rights-of-way (streets). MVCC uses these franchise fees to support its community access television activities, cooperative intergovernmental projects, and to explore new and changing technologies that will benefit member communities. The council, in turn, provides many services to communities at little or no cost.
- c. The Tactical Crime Suppression Unit (TCSU), facilitated by MVCC, is a consortium of police personnel from the cities of Centerville, Kettering, Miamisburg, West Carrollton, Oakwood, Springboro, Moraine and Germantown that cooperate on regional investigations involving the sharing of personnel, equipment, and training to benefit area-wide law enforcement initiatives.

2. MVECA

- a. Located in Yellow Springs, Ohio - The Miami Valley Educational Computer Association serves schools and governments in Clark, Clinton, Greene, Highland, Fayette, Madison, Montgomery, and Warren Counties in Ohio. MVECA is one of 16 Information Technology Centers (ITC) licensed by the Ohio Department of Education and Workforce (DEW) - Section 3301.075 of Ohio Revised Code. Founded in 1980 and reorganized as Regional Council of Governments in 2006, MVECA is a full-service information technology provider.
- b. MVECA provides a variety of software and computer services to our clients including: accounting and payroll solutions, student administration applications, electronic grade book, library automation, professional development, Internet access, technical/network support, state Education Management Information System (EMIS) reporting to the Department of Education and Workforce (DEW), and technology procurement services. MVECA proudly partners with many industry-leading technology solutions manufacturers including Cisco, HPE, Extreme, Vertiv, Dell, Samsung, Acer, and more. MVECA is currently funded on a fee-for-service basis and holds over 350 unique service contracts with our members.

Organizational Makeup

Today, MVECA has 32 employees and one intern (not including instructors for the Motorcycle Ohio program) while MVCC has 15 for a total of 47. The combined payroll for both organizations was \$4,432,367.24 for fiscal year 2024. Of this amount, \$936,135.71 was for personnel employed as part of direct support engagements with client organizations for technical, EMIS, or fiscal staffing. This leaves \$3,496,231.53 that should be considered part of the combined overhead of a new organization for internal staff. Below is the breakdown of internal staff for both organizations combined:

MVCC	MVECA
1 – Executive Director (PT)	1 – Executive Director
1 – Business Manager	1 – Associate Director
1 – Web Master	1 – Treasurer (PT)
1 – Training Coordinator (Contractual)	1 – Office Manager
1 – Government Production Supervisor	1 – Director of Operations
1 – Programming Supervisor	1 – Technology Director
3 – Government Producers	6 – Network Specialist
1 – Admin. Asst (PT)	1 – System Manager
1 – Master Control Operator	8 – Software Support Specialist
1 – Volunteer/Promotions Coordinator	11 – Contracted Support Personnel
1 – TCSU Director	1 - Intern
1 – TCSU Confidential Secretary	
1 – Training Coordinator (PT)	

The administration of both MVCC and MVECA are very excited about the prospect of combining our staff and increasing the depth of our support and administrative teams. During an organizational consolidation it will be critical that both sites align their support teams and helpdesks, as well as their overall strategies for improving customer support. At MVECA and MVCC, every employee is critical and the goal of increasing the quality and quantity of support has always been at the forefront. A combined organization will afford all existing human resources plus many more in the future.

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Combined Memberships

The combined memberships of MVCC and MVECA under the MVTCG would be significant and impactful when considering the deployment of regional IT services.

What would a combined organization look like?

A combined MVCC and MVECA organization would represent 39 member organizations and approximately 176 associate/affiliate member organizations

Among all members are the following:

- Municipalities – 32
- Educational Service Centers – 4
- Public School Systems – 41
- Career Technical Centers – 4
- Information Technology Centers – 15
- Community/Charter Schools – 41
- County Governmental Agencies – 39
- Higher Educational Organizations – 4
- Non-profit Organizations – 11
- Port Authorities – 1
- Private Tenants – 9
- Private Schools – 9
- Township Governments – 4
- Private Telecom – 1

* Note: A full list of MVECA and MVCC members can be found in Addendum 3

Financial Standing, History, and Savings

In FY17, MVECA delivered to member organizations more than a 25% decrease in fees for core services and has created one of the most efficient and affordable Internet service offerings to be found (MVECA's standard price on a 1GB leased fiber Internet service with firewall services is less than \$1500/month before discount). These dramatic reductions in costs were only possible through the hard work of building better and more efficient services. At the heart of the MVCC and MVECA plan for improvement is the expansion of all our services so that public schools, municipal governments and other governmental agencies continue to find ways to save money and time as they modernize.

It is also important to note that network services are *foundational* and must be provided affordably so that additional services can be layered upon them. Without an affordable entry-point by which new clients can begin accessing Internet and datacenter services, business development in new markets can stall. It must be remembered that once a client organization consumes the ITC Internet service, they then

have access to a wide variety of additional services in the datacenter, including new video delivery and production services. Also, because MVCC and MVECA's work on fiber infrastructure development has been so significant, schools and governments in our region are ideally positioned to consume these services.

MVCC and MVECA's diversity of offerings will also drive the new organization forward and provide considerable benefit to the overall quality and affordability of our services. MVECA and MVCC provide and support the following applications and services:

OnBase Document Management	Internet Content Filtering
PowerSchool eFinance Plus	CodeRED Training
Electronic Gradebook	Student Information Systems
Public Access Cable Channel Management	Video Production and Streaming Services
Server Hosting	Remote Backup Services
Email and Web Hosting	Managed Wireless Services
Hosted VoIP Phone Solutions	Access Control and Surveillance Services
Fiber Infrastructure Management	Consortium Purchasing and Procurement
Workstation and Network Management	Application Training
Channel Partner Equipment Purchasing Programs	Municipal Electric Supply Cooperative Purchasing
Onsite Technical Support	Contracted Fiscal and Payroll Support
Wide-area Network Support	Technical Project Coordination

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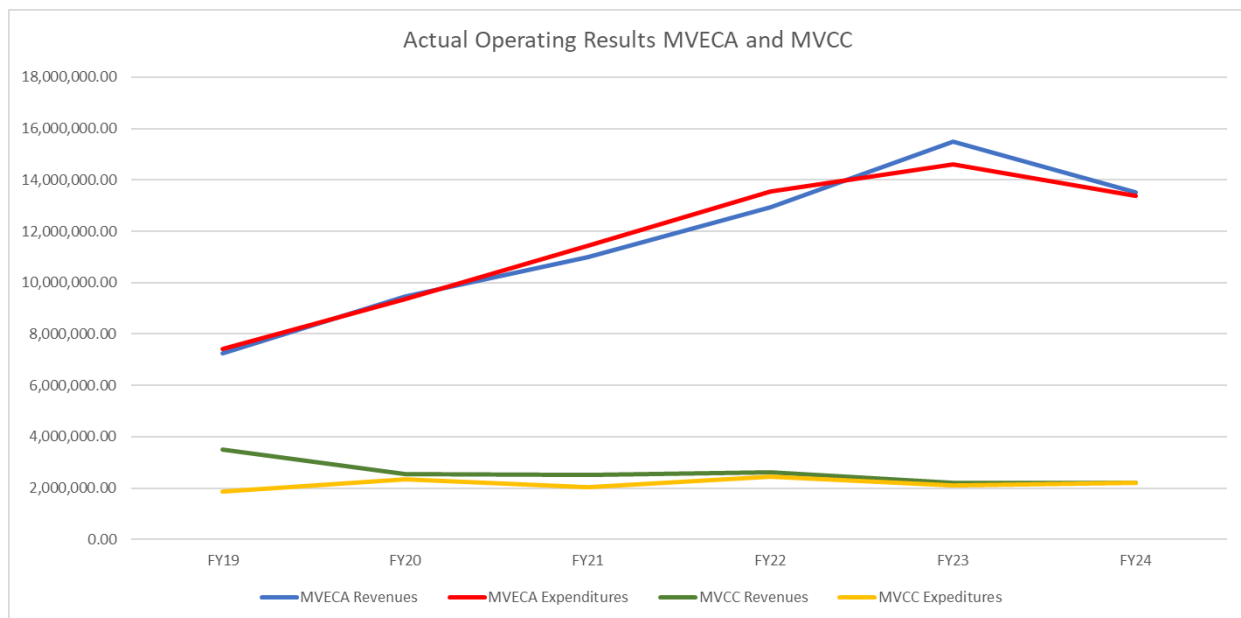
While MVECA and MVCC are both financially healthy organizations, the continuing trend of declining franchise fee revenue requires that MVCC adopt the fee-for-service model going forward. Below are financial overviews of both organizations compiled from internal financial data and recent audits by the Ohio Auditor of State. The data shown is for FY2024.

	MVCC	MVECA	Combined Total
Operating Statement			
<u>Operating Receipts:</u>			
Charges for Services	\$1,814,281	\$13,492,276	\$15,306,557
Miscellaneous/Interest Income	5,032	15,705	20,737
Total Revenue	\$1,819,313	\$13,507,981	\$15,327,294
<u>Operating Disbursements:</u>			
Personnel Services	1,184,829	3,308,651	4,493,480
Contracted Services	558,300	4,462,561	5,020,861
Supplies and Materials	62,324	5,556,833	5,619,158
Other		55,172	55,172
Total Expenses	1,805,454	13,383,217	15,188,671
Operating Income (Loss)	13,859	124,764	138,623
Fund Balance First of Year	3,593,800	1,500,123	5,093,923
Fund Balance End of Year	\$3,607,659	\$1,624,888	\$5,232,547
Other Information:			
Personnel as % of Revenue:	65.1%	24.5%	29.3%
June 30 Balance as % of Revenue:	198.3%	12.0%	34.1%
Outstanding Debt at 6/30/24:			
Capital Leases	\$0	\$1,057,606	\$1,057,606
Long-Term Mortgage	\$0	\$1,520,000	\$1,520,000

MVECA does carry some manageable debt. MVECA has financed their new facility and generally uses leasing and financing tools in order to procure equipment. Each year, MVECA executes a lease agreement in order to purchase Erate-eligible equipment for schools. Equipment that is purchased as part of

“Internal Connections Components” sales through Erate is paid for in full, once billing occurs, within the first year. Equipment purchased as part of a managed service is financed over 36 or 48 months in order to align with the associated revenue streams in multi-year agreements with clients. Periodically MVECA purchases equipment for the datacenter using financing tools as well.

MVECA has continued a trend of steady growth over the last ten to fifteen years and has seen its annual budgets inflated somewhat due to its engagement in large fiber optic network construction. MVCC, primarily because of its funding mechanism, has remained consistent and steady with respect to its annual budgets. Please note: because of the abnormally high number of outstanding receivables MVECA had at the end of FY24 (\$1,066,109.51), we have included those in the graph below.



It is important to note that MVECA’s growth has been relatively continuous with the organization’s activity in business development remaining consistent. MVECA’s revenue streams are changing dramatically year after year as the entrepreneurial spirit of the organization drives its search for more opportunities to save schools and governments money. Because of this model, and the fact that MVECA’s revenues are not static, creating accurate financial forecasts is difficult if not impossible. For fiscal year 2025 MVECA expects a considerable increase in cash carryover.

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MVECA Facility

MVECA owns and operates a 94,000 square foot commercial property located at 888 Dayton Street, Yellow Springs. Tennant revenues currently exceed \$380,000 annually. This amount covers the debt service on the property.



MVCC Facility

MVCC owns and operates a 13,382 square foot commercial property located at 1195 E. Alex Bell Rd, Centerville, OH.



Savings

In 2024, MVCC came within 13,859 dollars of deficit spending for the year. With continuing reductions in cable franchise fees expected, one of the first priorities associated with the organizational merger will be to make sure the current MVCC services and activities can be fully supported under a consolidated organization. Here are the immediate savings MVTG will expect to realize over the next 12 to 24 months resulting from the merger include:

1. Personnel
 - a. With the consolidation of the MVCC and MVECA technical staff, some positions may not need to be filled or may be re-classified. MVCC had a part-time training coordinator resign in 2024 and decided to fill that position contractually at an annual savings of almost

\$50,000. A senior production supervisor retired in early 2025 and those supervisory duties were assumed by an existing employee while a producer was hired to fill that position at a much lower salary level.

- b. The MVCC is also expecting a reduction in executive staffing due to an upcoming retirement in 2025. The consolidation of the executive staff will allow the new organization to move forward with one executive director and two associate directors.
 - c. The staff reductions described above will yield a savings of approximately \$245,000 annually in recurring salary and benefit costs.
 - d. Health benefits savings:
 - i. Employees of MVCC will see a significant saving associated with their migration to the existing MVECA health insurance coverage. On the next page is a side-by-side comparison of the two plans as they exist today.
 - ii. The overall annual savings associated with health benefit costs will be \$33,345 for MVTCG and \$20,560 for all staff members combined. Additional savings for staff will be realized as they begin enjoying lower deductibles as they use health coverage.
2. Facility and Operational Costs
- a. Over the next 12 to 24 months, both organizations will be combined and located at the current MVECA facility. As a result, the operational costs associated with the MVCC facility, administrative functions, and contract management will be reduced.
 - i. Software costs associated with Microsoft products, accounting software, anti-virus software, Adobe software - \$16,660
 - ii. Office supplies - \$2,500
 - iii. Janitorial supplies - \$950
 - iv. Building maintenance - \$32,406
 - v. Office equipment maintenance - \$9,599
 - vi. Grounds Maintenance - \$6,980
 - vii. Electric - \$18,130
 - viii. Water and Sewage - \$1,002
 - ix. Property and Liability Insurance - \$35,558
 - x. Contractual (Payroll, consulting, office IT support) - \$19,370
3. The total of all above estimated savings is \$421,500. Additional savings will become possible as the operations of both organizations become more integrated.

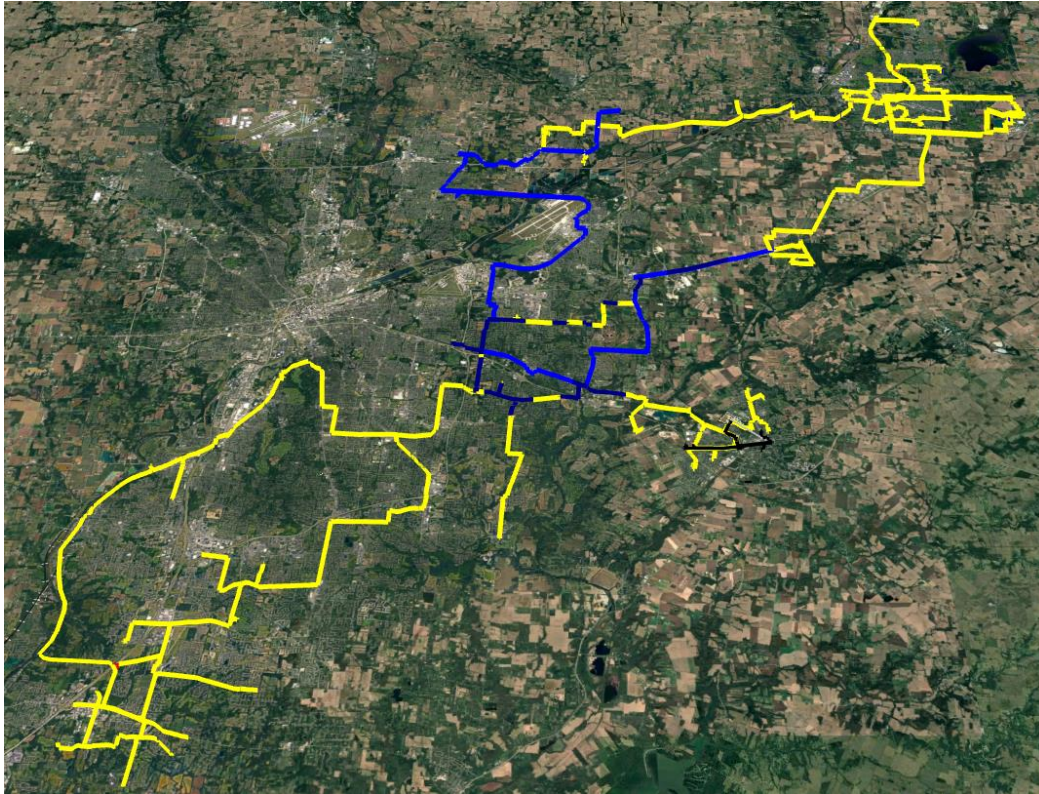
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Health Care Comparison, MVECA and MVCC - Savings associated with health benefit costs will be \$33,345 annually for MVTG and \$20,560 for all current MVCC staff members.

	Coverage				
	MVECA		MVCC		
	In-Network	Non-Network	Designated Provider	In-Network	Non-Network
Deductible	\$500/person \$1,000/family	\$1,000/person \$2,000/family	\$5,000/person \$10,000/family		\$10,000/person \$20,000/family
Out-of-Pocket Limit	\$750/person \$1,500/family	\$1,500/person \$3,000/family	\$8,000/person \$16,000/family		\$20,000/person \$40,000/family
Out-of-Pocket Limit	\$3,000/person		Included in Out-of-Pocket Limit		
Prescriptions	\$6,000/family				
Preventative Care	\$0	20% coinsurance	\$0		50% coinsurance
Primary Care Visit	\$20 copay	20% coinsurance	\$15 copay		50% coinsurance
Specialist Care Visit	\$20 copay	20% coinsurance	\$50 copay	\$100 copay	50% coinsurance
Tests	\$0	20% coinsurance	20% coinsurance		50% coinsurance
Prescriptions Tier 1	\$10 copay	Not covered	\$10 Retail \$25 Mail-Order		\$10 Retail
Prescriptions Tier 2	\$20 copay	Not covered	\$50 Retail \$125 Mail-Order		\$50 Retail
Prescriptions Tier 3	\$30 copay	Not covered	\$125 Retail \$312.50 Mail-Order		\$125 Retail
Prescriptions Tier 4	30% coinsurance (no mail-order)	Not covered	\$300 Retail \$750 Mail Order		\$300 Retail
Outpatient Surgery			\$0	20% coinsurance	20% coinsurance
Emergency Room	\$150 copay		20% coinsurance		
Emergency Transport	\$0		20% coinsurance		
Urgent Care	\$25 copay		\$25 copay		50% coinsurance
Hospital Stay	\$0	20% coinsurance	20% coinsurance		50% coinsurance
Mental Health Outpatient	\$20 copay	20% coinsurance	\$15 copay		50% coinsurance
Mental Health Inpatient	\$0	20% coinsurance	20% coinsurance		50% coinsurance
Pregnancy Office Visit	\$0	20% coinsurance	\$0		50% coinsurance
Childbirth Services	\$0	20% coinsurance	20% coinsurance		50% coinsurance
Home Health Care	\$0	20% coinsurance	20% coinsurance		50% coinsurance
Rehabilitation Services	\$20 copay	20% coinsurance	\$15 copay		50% coinsurance
Habilitation Services	\$20 copay	20% coinsurance	\$15 copay		50% coinsurance
Skilled Nursing Care	\$0	20% coinsurance	20% coinsurance		50% coinsurance
Durable Medical Equip	20% coinsurance	40% coinsurance	20% coinsurance		50% coinsurance
Hospice Services	\$0	\$0	20% coinsurance		50% coinsurance
Children's Eye Exam	\$20 copay	20% coinsurance	Not covered		
Children's Glasses	Not covered		Not covered		
Children's Dental	Not covered		Not covered		

Fiber Assets

MVCC and MVECA both hold extensive fiber optic network assets that have significant value and revenue potential. The combined value of these networks exceeds 8 million dollars and the revenue generated today for services on the networks exceeds \$100,000 dollars annually with much more development to come. Additionally, over one hundred and sixty miles of additional fiber optic construction has been proposed to governmental stakeholders throughout southwest Ohio as MVECA and MVCC continue to forge public-private partnerships. Below is a diagram of the consolidated fiber assets owned by MVCC and MVECA today. Maintenance of fiber networks and associated contracts will be a critical role for the new MVTG.



Additional Revenues

Direct Partnerships

MVCC and MVECA will continue work to find and develop new revenue streams that will allow our organizations to avoid or reduce fee increases while simultaneously having the ability to absorb price hikes and funding cuts. We must also generate additional revenues so that we can continue reinvesting in datacenter technologies (firewall, network core, border routing, storage, call manager, virtual environment, etc.), and increasing the size of our technical support staff. All of our client organizations will require more direct service and sophistication in our offerings in the future. IT service organizations must continue to find new ways to grow without increasing the cost of existing services to public entities. Simultaneously, IT organizations must provide new services that save schools and governments money.

In 2018, MVECA became a Cisco Certified Partner and sold \$2.477 million dollars in Cisco network equipment in the next Erate cycle. As a result, MVECA was able to increase the discount level it traditionally received from resellers by at least 7 percent. School districts then received competitive bids from MVECA with discount levels that were at least 4% greater than any that they had ever previously seen from private-sector vendors. MVECA saved its members money while still being able to retain a 3% margin on the equipment sale. On larger sales, MVECA retained as little as 1%. Additionally, MVECA was then able to become more involved in the installation and ongoing support of networks in those schools, which has also led to additional revenues that otherwise would have gone to private technology firms. Since that time, MVECA has added significant numbers of additional direct partnerships and has continued to make hardware procurement a large part of its strategic plan. MVCC and MVECA together will have

significant volume, reduce overall costs of hardware, and allow direct partnerships through the MVTCG to become the new way schools and governments procure technology. Additionally, ongoing support from both the manufacturer and MVTCG will generate significant amounts of recurring revenue.

It is also important to note that the new organization will need to become fully engaged in school facilities projects and other bidding opportunities that ITCs have historically had difficulty participating in. Creating a larger administrative and sales team to create proposals, specify network solutions, and engage in all public-bidding opportunities is key to the development of new revenues.

Infrastructure Development

As discussed above, MVECA and MVCC have developed many miles of dedicated fiber optic infrastructure in the last few years. Fiber development and maintenance is a line of business that saves schools and governments significant dollars in operational and connectivity costs. The IT shared-service organization of the future must take control of the broadband futures of its membership in order to control costs, deliver greater performance and bandwidth, and drive innovation in education and governance. Never before has fiber been so important as we consider distance learning, 5G deployment, smart city technology, mid-mile transport and cellular backhaul, municipal WiFi, residential fiber-to-the-home initiatives, and more. Revenues can be generated from fiber development that can help support MVTCG and save its members money at the same time.

Marketing

Promotion of the comprehensive services of the new organization and the value generated through organizational merger for current and future members will consist of the following:

- Defining new value propositions and pursuing partnerships and collaborations focused on the technology and communication needs of existing and potential new members.
- Promoting the dependability of services by ensuring a zero-disruption experience for current users.
- Creation of materials, activities, and training events that focus on the new service offerings available to all members from their regional IT shared-services organization.

Conclusion

Over the next many weeks, MVCC and MVECA will be working with our boards and members to develop a comprehensive plan for organizational consolidation under a new COG. During that time, we wish to engage all stakeholders in meaningful discussion and information sharing. All details associated with the health and wellbeing of MVCC and MVECA will be provided to our members. Questions can be directed to:

Thor Sage, MVECA Executive Director – 937-767-1468, sage@mveca.org

Jay Weiskircher, MVCC Executive Director – 937-424-1660, jweiskircher@mvcc.net

Addendum 1

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (the "Agreement") is made and entered into this __ day of _____, 2025 ("Effective Date"), by and between the Miami Valley Communications Council ("MVCC"), with a principal place of business of 1195 East Alex Bell Road, Centerville, Ohio 45459, and the Miami Valley Educational Computer Association ("MVECA"), with a principal place of business of 888 Dayton Street, Suite 102, Yellow Springs, Ohio 45387 (each, hereinafter referred to as a "Party" and jointly as the "Parties").

RECITALS

WHEREAS, the Parties are both organized as regional councils of governments pursuant to Chapter 167 of the Ohio Revised Code; and

WHEREAS, MVECA is licensed and approved by the Ohio Department of Education and Workforce to operate one of seventeen information technology centers, pursuant to R.C. 3301.075, as well as accompanying regulations and state-issued guidelines; and

WHEREAS, MVCC is a municipal communications and technology organization representing various communities in the Miami Valley; and

WHEREAS, MVECA is comprised of 31 members to which it provides services in accordance with its organizing documents, bylaws and applicable law including traditional public school districts, community schools, educational service centers, and private schools to which it provides services in accordance with its organizing documents, bylaws, and applicable law; and

WHEREAS, MVCC is comprised of 8 members and 23 affiliate members to which it provides services in accordance with its organizing documents, bylaws, and applicable law including cities to which it provides services in accordance with its organizing documents, bylaws and applicable law; and

WHEREAS, the Parties have determined that it would be in their mutual interest and their respective members' and affiliates' interest to combine their memberships and unify the assets and operations of both Parties through the acquisition of all or substantially all of MVCC's and MVECA's assets by a new regional council of governments ("Miami Valley Technology and Communications Group" or "MVTCG") set up for that purpose (the "Acquisition"); and

WHEREAS, it is the specific purpose of the Acquisition to leverage the combined knowledge, assets, and resources of both Parties to provide more diverse and efficient services to all of their respective members and affiliates; and

WHEREAS, it is the intent of the Parties to continue to operate in the same capacity, within the geographic area covered by both entities, as a single regional council of governments, after the completion of the Acquisition, which has the capacity to serve all current members and affiliates of both organizations; and

WHEREAS, MVTCG desires to assume substantially all of the operations, assets, other property, and liabilities of MVCC and MVECA, and MVCC and MVECA desire to transfer the same to MVTCG, all upon the terms and conditions set forth herein;

NOW, THEREFORE, it is agreed by the Parties as follows:

1. Acquisition

1.1. Upon execution of this Agreement, the Parties shall in good faith and fair dealing cooperate to take the necessary steps in order that the assets, liabilities, and obligations of MVCC and MVECA shall, except as otherwise provided herein, be acquired by MVTCG. Before the transaction is fully and finally complete as described herein, the Parties shall engage in a transitional process whereby information is exchanged and the Parties agree on what assets, liabilities, and obligations shall be transferred and which shall be retained, all in accordance with the terms of this Agreement. To accomplish the Acquisition, the Parties agree to form a separate regional council of governments, Miami Valley Technology and Communications Group, which shall be responsible for the management and operation of both Parties, as further set forth below. The Parties shall file all necessary documents with the State of Ohio to establish MVTCG.

1.2. Upon Acquisition, MVTCG shall be responsible for the following:

1.2.1. Continue to operate and exist, in accordance with applicable law, serving the members of both MVECA and MVCC with all powers and authorities as set forth in RC Chapter 167, RC 3301.075, and OAC 3301-3, as well as both MVECA's and MVCC's governing documents.

1.2.2. Undertake all debts, liabilities, contractual and legal obligations, and causes of action of MVCC and MVECA, except to the extent that any such liability or obligation can only be satisfied by MVCC or MVECA independently, or that MVECA and MVCC agree will remain the sole responsibility of one of them.

1.2.3. Assume the property, assets, and employees of MVCC and MVECA, except, as may be otherwise set forth herein, and to maintain the same in accordance with applicable law and policy.

1.3. **Acquisition Committee.** For purposes of exchanging the necessary information, discussing questions, addressing issues, and creating the schedules described herein, the Parties shall form an Acquisition Committee (the "Committee") consisting of the Chair and Vice Chair (or equivalent position) of each Party's respective Boards, the Executive Directors of each Party, and the Fiscal Officer for each Party (if any). One member of each Party shall take minutes of the meetings of the Committee, unless the Committee as a whole decides to designate one member to do so for both Parties.

1.3.1. **Meetings.** The Committee shall have an initial meeting, the purpose of which is to

disclose and exchange the necessary information as described in Sections 1.4 and 1.5. Thereafter, the Committee shall meet by agreement as needed.

1.3.2. The Committee shall not have the power to bind either Party to any contractual or other obligation.

1.3.3. Members of the Committee shall act in all respects with good faith and fair dealing.

1.3.4. Members of the Committee shall maintain the confidentiality of the information exchanged between the Parties, except to the extent that any such information is required to be disclosed by law or process.

1.4. **Transfer.** The Parties intend for the transfer of all assets, property, liabilities, obligations, causes of action, employment responsibility, and any and all other matters or things attendant to this acquisition to be vested in MVTCG by operation of this Agreement, as authorized by the respective voting members of MVCC and MVECA at a meeting held for such purpose. The Parties shall cooperate in good faith in executing and delivering documents, and providing information and shall otherwise lend assistance to each other to carry out the steps necessary to effectuate the acquisition. MVCC and MVECA shall assist with ensuring that all property, assets, liabilities and obligations as described herein be transferred to the ownership or control of MVTCG. MVCC and MVECA each warrant that it has full title and authority to transfer its assets and other properties to effectuate the acquisition. The Parties shall pledge transparency and truth in all material respects in disclosing all such assets, liabilities, obligations, etc. to each other.

1.4.1. The items contemplated in Section 1.1, 1.2, and 1.6 include the following and as may be amended by the Parties:

- 1.4.1.1. Equipment;
- 1.4.1.2. Furniture;
- 1.4.1.3. Vehicles;
- 1.4.1.4. Real property, fixtures, and other assets;
- 1.4.1.5. Cash in accounts;
- 1.4.1.6. Inventory;
- 1.4.1.7. Contracts;
- 1.4.1.8. Leases;
- 1.4.1.9. Causes of Action;
- 1.4.1.10. Pending or threatened claims or litigation;
- 1.4.1.11. Debts and liabilities;
- 1.4.1.12. Employment obligations;
- 1.4.1.13. Books and records;
- 1.4.1.14. Accounts payable and receivable;
- 1.4.1.15. Intellectual property; and
- 1.4.1.16. Any other asset, liability, obligation, etc. not listed herein and not retained by MVCC or MVECA as determined by the Committee.

1.5. **Allocation.** The Committee shall set forth all such liabilities, obligations, etc. in schedules which may be amended as necessary by agreement of the Parties and which will ultimately be approved by the Parties as an addendum to the Agreement in the form of Exhibits. The purpose of the schedules are to identify all such items in detail.

1.5.1. The schedules shall also set forth which such obligations, liabilities, assets, etc. will be retained by MVCC and MVECA. MVTCG hereby accepts the assumption of all such assets, liabilities, obligations, etc. as shall be set forth in the schedules approved by the Committee.

1.6. **Employees.** MVTCG shall offer employment to the existing staff of MVCC and MVECA immediately prior to the Acquisition, effective [DATE]. MVCC and MVECA staff being assumed by MVTCG ("Assumed Employees") shall receive a total compensation package that is greater than or equal to current compensation, and materially the same benefits provided by MVCC and MVECA, subject to the policies of MVTCG. Employees receiving health care coverage through MVCC and MVECA prior to the acquisition shall continue to do so through [DATE]. Employees shall be permitted to be credited for all accrued sick leave, vacation time and other paid leave, as applicable and as may be limited by the policies of MVTCG. Employees shall thereafter be governed solely by the policies and practices of MVTCG. MVTCG shall ensure that all Employees are covered by workers' compensation insurance and other applicable policies. Employees of each Party shall be transitioned to the same State of Ohio retirement system, to the extent permissible by law, without reduction of benefits.

2. Post-Acquisition MVCC and MVECA and Effective Date of Acquisition.

2.1. As set forth herein, upon execution of this Agreement, MVTCG shall have operational control of all matters not left solely to MVECA or MVCC.

2.2. The committees set forth in MVCC's Governing Documents shall continue to operate post-Acquisition, particularly the Government Technology Committee ("Gov-Tech Committee"), Tactical Crime Suppression Unit ("TCSU"), and the Alliance of Public Service Officials ("APSO"). The Parties agree that, at a minimum, the Gov-Tech Committee, TCSU, and APSO shall serve as advisory groups for MVTCG.

2.3. Post-Acquisition transfers to MVTCG of all assets, liabilities, obligations, etc. of MVCC and MVECA as required hereunder shall be completed as soon as practical, but in no case later than June 30, 2026.

3. Operation of MVTCG.

3.1. MVTCG shall perform all work and do all things necessary to perform the services currently being provided for the benefit of the members of both Parties by each of MVECA and MVCC (the "Services"). The Services shall be provided in conformity with the policies of MVTCG, except to the extent any special exceptions or accommodations are requested by MVCC or MVECA and agreed to by MVTCG. MVTCG will be the point of

contact for all members related to the provision of Services. MVCC and MVECA shall provide any necessary cooperation, support, and assistance necessary for the transitional period.

3.2. MVTCG shall provide each member with reasonable outreach and opportunities as necessary for the member to effectively familiarize themselves with MVTCG and utilize the Services.

3.3. Upon membership in MVTCG, all such members shall be subject to the bylaws and other regulations of MVTCG, as recommended by the Board of Directors.

4. Governing Documents, Membership.

4.1. **MVTCG Governing Documents.** The Committee established under Section 1.3 herein shall be responsible for creating the governing documents for MVTCG, including but not limited to bylaws, which shall be used in the interim period before the completion of the Acquisition. These new governing documents shall be approved by the governing bodies of the Parties. Upon approval by the Parties, the governing documents shall be made a part of this Agreement by an addendum executed by both Parties.

4.2. **Membership in MVTCG.** Upon execution of this Agreement and the MVTCG's governing documents, both Parties shall become members of MVTCG and shall have the membership status and voting rights as set forth such the governing documents.

5. Termination

5.1. This Agreement may be terminated by the Parties prior to the transfer of assets, liabilities, obligations, etc., as contemplated herein, by thirty (30) days' advance written notice to the other Party addressed and sent as set forth herein.

6. Disputes

6.1. If, during the transition period between the Effective Date of this Agreement and complete transfer of all items contemplated in Section 2.3, the Parties become involved in any dispute regarding this Agreement, the Parties agree to submit such dispute to negotiation between the highest-level managers of each Party. If such negotiation proves to be unfruitful within fourteen (14) days, either Party may withdraw from this Agreement, and the transfers of assets contemplated herein shall be unwound, with each Party receiving back any assets, employees, and liabilities it transferred to MVTCG as part of this Agreement. Any assets or liabilities jointly created (or incurred or created directly by MVTCG) during the performance of this Agreement shall be equally divided between the Parties upon withdrawal, unless the Parties otherwise agree.

7. Miscellaneous

7.1. **Amendments.** This Agreement may only be amended upon mutual agreement by the

Parties in writing.

- 7.2. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. This Agreement may be executed and delivered by email or facsimile and the Parties agree that such email or facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each Party may use such email or facsimile signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.
- 7.3. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction or other authority to be invalid or unenforceable, the attempt shall first be made to read that provision in such a way as to make it valid and enforceable in light of the Parties' apparent intent as evidenced by this Agreement. If such a reading is impossible, the offending provision shall be deemed stricken from the Agreement, and every other provision shall remain in full force and effect.
- 7.4. **Interpretation, Section Headings.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement
- 7.5. **Expenses.** Each of the Parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of its counsel and other professionals and experts.
- 7.6. **Assignability.** This Agreement shall not be assigned by either Party.
- 7.7. **Notices.** Any notice, request, demand or other communication which is required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when sent by regular U.S. or electronic email at the addresses provided for below:
- | | |
|-----------|--|
| TO MVECA: | Thor Sage, Executive Director
888 Dayton Street, Suite 102
Yellow Springs, Ohio 45387
sage@mveca.org |
| TO MVCC: | Jay Weiskircher, Executive Director
1195 East Alex Bell Road
Centerville, Ohio 45459
jweiskircher@mvcc.net |
- 7.8. **Entire Agreement.** This Agreement and all exhibits contain the entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all previous

communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that either Party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under or otherwise modify, this Agreement, regardless of any failure of a receiving Party to object to these terms, provisions or conditions.

IN WITNESS WHEREOF, the authorized representatives of the Parties have each set their hand hereunder in order to signify their intent to be bound by the foregoing.

**MIAMI VALLEY EDUCATIONAL
COMPUTER ASSOCIATION**

**MIAMI VALLEY COMMUNICATIONS
COUNCIL**

Thor Sage, Executive Director

Jay Weiskircher, Executive Director

Date

Date

Chairman, Board of Directors

Chairman, Board of Directors

Date

Date

Fiscal Officer

Fiscal Officer

Date

Date

Addendum 2

BYLAWS OF

MIAMI VALLEY TECHNOLOGY AND COMMUNICATIONS GROUP

Adopted as of

_____, 2025

Article I

Name and Purpose

Section 1. This organization shall be known as Miami Valley Technology and Communications Group, (herein after referred to as the “Council” or “COG”). These Bylaws are adopted pursuant to Chapter 167 of the Ohio Revised Code.

Section 2. The purpose of the Council is to plan, create, promote, execute, manage, and operate collaborative and cost-effective information technology and communication services to our member schools and governments, and the doing of all things allowed by law to accomplish such purposes. The Council shall additionally have the power to take any action which Chapter 167 of the Revised Code requires or permits it to do.

Section 3. The authority granted to the Council by these Bylaws shall not displace any existing municipal, school board, or other governmental agency’s powers in the exercise of their statutory powers and duties, unless otherwise agreed by any such affected governmental authority. Additionally, the authority granted to the Council by these Bylaws shall not displace the bylaws, constitutions, or other agreements of any Member.

Article II

Membership

Section 1. The initial Members of the Council shall be the Miami Valley Communications Council (“MVCC”) and the Miami Valley Educational Computer Association (“MVECA”) (each a “Member,” and

together the “Members”). The Members shall be voting members, entitled to one vote each, as delegated by their own membership.

Section 2. The Members may authorize the admission of additional members by majority vote.

Section 3. Associate membership may be authorized by the Board of Directors for any other political subdivision. The Board will prescribe the method by which these organizations become Associate Members. Associate Members shall be non-voting members. Fees for Associate Members will be set by the Board in the document describing how they shall be admitted.

Section 4. Any member may withdraw from this Council 180 days after the date a formal resolution, authorized and approved by its legislative body is received by this Council. All financial commitments of such member shall be met or secured prior to the withdrawal. The withdrawing member shall be entitled to remove any tangible personal property which it owns or had contributed, unless other agreements which prevent removal have been established prior to the member’s withdrawal, subject to repayment to the Council of the costs of any improvements made to such property during the Council’s possession or use of the same. Any contributed or owned real property may be removed by the withdrawing member only upon repayment to the Council of the costs of any improvements made to the property during the Council’s possession or use of the same.

Article III

Meetings

Section 1. The Council shall hold regular meetings at least four (4) times per calendar year. The Chair of the Board of Directors shall determine the location, date, time, and manner of these meetings.

Section 2. All meetings of the Council shall be held in accordance with the provisions of Ohio Sunshine Laws, and the provisions thereof regarding notice, and the conduct of meetings shall apply. The Council may call an executive session for the discussion of such subjects as are permitted by Ohio Sunshine Laws, provided any final action shall be taken in an open meeting.

Section 3. A copy of the agenda for each regular meeting shall be distributed to each Member and Associate Member at least three (3) business day prior to the holding of the regular meeting.

Section 4. Special meetings may be called by the Chair of the Board of Directors, or by a majority

of the Board of Directors upon twenty-four (24) hours' notice to all Members by letter, telephone, or electronic communications. Said notice shall specify the purpose of the meeting.

Section 5. A quorum shall be required for the holding of any meeting. A quorum shall consist of a majority of the Board of Directors. Voting shall be by Directors present, and no proxy or in absentia voting shall be permitted.

Section 6. Any meeting may be conducted through electronic means as determined by the Chair, provided such meeting complies with the Ohio Open Meetings Act.

Section 7. Any official action of the Board of Directors shall be by motion or written resolution and shall be passed by a majority of the Board of Directors, present and entitled to vote.

Section 8. Full and accurate minutes of all meetings shall be kept by the Board and the responsibility for taking meeting minutes shall be performed by the Executive Director or qualified designate. Minutes shall be disseminated to each Member and Associate Member within thirty (30) days of the meeting.

Section 9. The current edition of Robert's Rules of Order shall govern procedure unless in conflict with the by-laws. In case of conflict, the bylaws shall prevail.

Article IV

Books and Records

The Council shall keep at its principal office, the records of its meetings, a complete list of the members and their addresses, and all books containing a record of its affairs.

Article V

Board of Directors

Section 1. The Board of Directors shall consist of five (5) Directors, each entitled to one (1) vote. For the initial Board, each Member shall have the right to appoint two (2) Directors, with the fifth Director being appointed by the other four (4) Directors. Directors shall serve two (2) calendar year,

staggered terms, meaning that of the initial Directors, two (2) (one (1) appointee from each member) shall have a one (1) year term, and three (3) shall have a two (2) year term. Each Member shall appoint its allotted number of Directors, and each Director shall be an elected official, city manager, school superintendent, or licensed school treasurer. In the event of a vacancy, the appointing Member shall appoint a replacement Director. If the vacancy is for the fifth Director, the remaining four (4) Directors shall appoint a replacement consistent with the appointment procedures above.

Section 2. The Board of Directors shall be responsible for the management and conducting of the affairs of the Council, including performing the following duties:

- a. Upon consultation with the Executive Director, establish policy recommendations for the Members;
- b. Establish and appoint any committees as necessary, with the consultation of the Executive Director;
- c. Respond to recommendations of the Executive Director;
- d. Promote the Council;
- e. Upon Consultation with the Executive Director, make recommendations to the Members on the following:
 - i. Amendments to the Bylaws;
 - ii. Budgets;
 - iii. Changes to fiscal agent(s), if any;
 - iv. Expansion of facilities, services to be rendered, and promotion of new ventures;
 - v. Establishment of fees, assessments, and charges to Members, Associate Members, and any agencies contracted for services; and
 - vi. Removal or disqualification of members for failure to cooperate in programs, failure to abide by the rules and regulations of the Council and/or Board of Directors, or failure to meet financial obligations as incurred.
- f. Call special meetings of the Council as needed;
- g. Perform as directed by the Members, and as reflected in the minutes of any meetings;
- h. Establish policies and procedures to assist in the daily operation, security, and control of the Council;

- i. Provide an annual report to the Members;
- j. File a written report of its activities at each meeting of the Council.
- k. Authorize budgets and fund-to-fund transfers, except as expressly prohibited by law;
- l. Review and approve the Annual Financial Report and all Audits; and
- m. Appoint officers in accordance with these Bylaws.

Article VI

Officers

Section 1. Officers of this Council shall include a Chair and Vice-Chair. The Officers shall be appointed by the Board of Directors by majority vote.

Section 2. Officers shall have the following duties:

- a. *Chair.* The Chair shall preside at all meetings of the Council or the Board of Directors. They shall exercise, subject to the control of the Members, a general supervision over the affairs of this Council, and shall perform generally all duties incident to the office and such other duties as may be assigned from time to time by the Members.
- b. *Vice Chair.* The Vice-Chair shall perform all duties of the Chair in their absence or during their inability to act, and shall have such other further powers, and shall perform other such further duties as may be assigned to them by the Members. They shall succeed to the office of Chair, should it become vacant during a term.

Section 3. Officers shall serve without pay, but may be reimbursed pre-approved expenses by the Treasurer.

Article VII

Personnel

Section 1. This Council shall authorize the employment of an Executive Director, and other such personnel as may be necessary to perform the work of the Council, within the limits of the approved budget. The Executive Director shall be appointed by, and shall serve at the pleasure of, the Members.

Section 2. The Executive Director shall have the responsibility to manage the active operation of the Council; shall employ all personnel and supervise and control the work to be done by said personnel; shall keep active accounts of all property; shall be responsible for public relations and information; shall do and perform all other duties incident to the operation of the Council; shall assure compliance with applicable laws, regulations, and guidelines; and perform other such duties as may be assigned or requested by the Board of Directors. The Executive Director shall prepare and administer personnel policies, job classifications, and a salary plan for employees.

Section 3. In the event of the resignation, extended absence, or incapacity of the Executive Director, the Board of Directors may employ such person or persons as necessary, on an interim basis, until the Executive Director either resumes their duties or a new Executive Director is appointed. Such person or persons so appointed on an interim basis may be compensated from funds available for that purpose.

Article VIII

Financial Matters

Section 1. Financial support for the Council shall be based upon grants, fees, and other income, as follows:

- a. *Grants.* The Council shall actively pursue and apply for available grants.
- b. *Fees.* The Members shall assign 100% of their revenue to the Council as a fee for membership. Associate Members shall be assessed based on the fee schedule developed by the Board of Directors.
- c. *Other Income.* The Board of Directors may authorize contracts for the use of excess capacity, personnel, programs, and services, to provide other income.

Section 2. Fiscal management shall be under the control of a Treasurer, who shall be appointed by the Executive Director. The Treasurer shall have a school treasurer license. The Treasurer shall be responsible for all fiscal transactions and accounting procedures. The Treasurer shall develop and follow procedures for the receipt, deposit, investment, expenditure, and accounting of funds in a manner that is capable of being audited in accordance with the public accounting practices required for Ohio political subdivisions and the regulations of the Auditor of State. The Treasurer shall hold title to all property and equipment owned by the Council on behalf of its members.

Section 3. The fiscal year shall start on July 1 and end on June 30 of the following calendar year.

Article IX

Purchasing Procedures

The Executive Director shall be the purchasing agent of this Council, subject to the availability of funds for the purchase as determined by the Treasurer.

Article X

Amendments

Amendments to these Bylaws may be made by a majority vote of the Members at any regular or special meeting called in accordance with Article III.

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Addendum 3

Combined Membership – Members, Associate Members, and Affiliates

NAME	ENTITY TYPE
FOUR COUNTY CAREER CENTER	CAREER TECHNOLOGY CENTER
GREENE COUNTY CAREER CENTER	CAREER TECHNOLOGY CENTER
SPRINGFIELD-CLARK CAREER TECHNOLOGY CENTER	CAREER TECHNOLOGY CENTER
STARK COUNTY JVS	CAREER TECHNOLOGY CENTER
CENTRAL STATE UNIVERSITY	COLLEGE OR UNIVERSITY
CLARK STATE COMMUNITY COLLEGE	COLLEGE OR UNIVERSITY
SINCLAIR COMMUNITY COLLEGE	COLLEGE OR UNIVERSITY
WRIGHT STATE UNIVERSITY	COLLEGE OR UNIVERSITY
ACADEMY FOR URBAN SCHOLARS - COLUMBUS	COMMUNITY SCHOOL
ACADEMY FOR URBAN SCHOLARS - YOUNGSTOWN	COMMUNITY SCHOOL
ACHIEVEPOINT CAREER ACADEMY - CINCINNATI	COMMUNITY SCHOOL
BUCKEYE COMMUNITY SCHOOL - FREMONT	COMMUNITY SCHOOL
BUCKEYE COMMUNITY SCHOOL - LONDON	COMMUNITY SCHOOL
BUCKEYE COMMUNITY SCHOOL - MANSFIELD	COMMUNITY SCHOOL
BUCKEYE COMMUNITY SCHOOL - MARION	COMMUNITY SCHOOL
BUCKEYE COMMUNITY SCHOOL - SPRINGFIELD	COMMUNITY SCHOOL
CHALLENGEU OHIO SCHOOLS MANAGEMENT LLC	COMMUNITY SCHOOL
COLUMBUS BILINGUAL ACADEMY NORTH	COMMUNITY SCHOOL
COLUMBUS PREPARATORY ACADEMY	COMMUNITY SCHOOL
CREATIVE WORLD OF MONTESSORI	COMMUNITY SCHOOL
EXPLORERS ACADEMY OF SCIENCE AND TECHNOLOGY	COMMUNITY SCHOOL
FAIRBORN DIGITAL ACADEMY	COMMUNITY SCHOOL
FLEX HIGH SCHOOL - CLEVELAND	COMMUNITY SCHOOL
FLEX HIGH SCHOOL - COLUMBUS	COMMUNITY SCHOOL
GREEN INSPIRATION ACADEMY	COMMUNITY SCHOOL
IMAGINE COLUMBUS PRIMARY ACADEMY	COMMUNITY SCHOOL
IMAGINE GREAT WESTERN ACADEMY	COMMUNITY SCHOOL
IMAGINE KLEPINGER COMMUNITY SCHOOL	COMMUNITY SCHOOL
IMAGINE MADISON AVENUE SCHOOL OF ARTS	COMMUNITY SCHOOL
LEGACY ACADEMY	COMMUNITY SCHOOL
LEGACY ACADEMY - MANSFIELD	COMMUNITY SCHOOL
MATER ACADEMY COLUMBUS	COMMUNITY SCHOOL
XENIA COMMUNITY STEAM ACADEMY	COMMUNITY SCHOOL
ZENITH EAST COMMUNITY SCHOOL	COMMUNITY SCHOOL
ZENITH NORTH COMMUNITY SCHOOL	COMMUNITY SCHOOL
ZENITH WEST COMMUNITY SCHOOL	COMMUNITY SCHOOL
MANAGEMENT COUNCIL OF THE OECN	COUNCIL OF GOVERNMENTS
CLARK COUNTY BOARD OF COMMISSIONERS	COUNTY GOVERNMENT
CLARK COUNTY BOARD OF ELECTIONS	COUNTY GOVERNMENT
CLINTON COUNTY BOARD OF COMMISSIONERS	COUNTY GOVERNMENT
DARKE COUNTY BOARD OF ELECTIONS	COUNTY GOVERNMENT
DARKE COUNTY COMMISSIONERS	COUNTY GOVERNMENT

FRIENDS OF CLINTON COUNTY CASA	COUNTY GOVERNMENT
MADISON COUNTY COMMISSIONERS	COUNTY GOVERNMENT
MONTGOMERY COUNTY AUDITOR'S OFFICE	COUNTY GOVERNMENT
MONTGOMERY COUNTY DEPT OF JOB AND FAMILY SERVICES	COUNTY GOVERNMENT
CLARK COUNTY EDUCATIONAL SERVICE CENTER	EDUCATIONAL SERVICE CENTER
GREENE COUNTY EDUCATIONAL SERVICE CENTER	EDUCATIONAL SERVICE CENTER
MONTGOMERY COUNTY ESC	EDUCATIONAL SERVICE CENTER
SOUTHERN OHIO EDUCATIONAL SERVICE CENTER	EDUCATIONAL SERVICE CENTER
ACCESS INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
CONNECT INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
HAMILTON CLERMONT COOPERATIVE INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
LICKING AREA COMPUTER ASSOCIATION INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
META SOLUTIONS INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
NCOCC INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
NEONET INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
NOACSC INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
NOECA INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
OMERESA INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
SPARCC INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
SWOCA INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
TRI-COUNTY COMPUTER SERVICES	INFORMATION TECHNOLOGY CENTER
WOCO INFORMATION TECHNOLOGY CENTER	INFORMATION TECHNOLOGY CENTER
CITY OF BEAVERCREEK	MUNICIPALITY
CITY OF BELLBROOK	MUNICIPALITY
CITY OF BELLBROOK	MUNICIPALITY
CITY OF BROOKVILLE	MUNICIPALITY
CITY OF CARLISLE	MUNICIPALITY
CITY OF CENTERVILLE	MUNICIPALITY
CITY OF CLAYTON	MUNICIPALITY

CITY OF EATON	MUNICIPALITY
CITY OF ENGLEWOOD	MUNICIPALITY
CITY OF FAIRBORN	MUNICIPALITY
CITY OF GERMANTOWN	MUNICIPALITY
CITY OF GREENVILLE	MUNICIPALITY
CITY OF HUBER HEIGHTS	MUNICIPALITY
CITY OF KETTERING	MUNICIPALITY
CITY OF MIAMISBURG	MUNICIPALITY
CITY OF MIDDLETOWN	MUNICIPALITY
CITY OF MONROE	MUNICIPALITY
CITY OF MORaine	MUNICIPALITY
CITY OF OAKWOOD	MUNICIPALITY
CITY OF PIQUA	MUNICIPALITY
CITY OF RIVERSIDE	MUNICIPALITY
CITY OF RIVERSIDE	MUNICIPALITY
CITY OF SIDNEY	MUNICIPALITY
CITY OF SPRINGBORO	MUNICIPALITY
CITY OF SPRINGFIELD	MUNICIPALITY
CITY OF TIPP CITY	MUNICIPALITY
CITY OF TROTWOOD	MUNICIPALITY
CITY OF TROY	MUNICIPALITY
CITY OF UNION	MUNICIPALITY
CITY OF URBANA	MUNICIPALITY
CITY OF VANDALIA	MUNICIPALITY
CITY OF WEST CARROLLTON	MUNICIPALITY
CITY OF XENIA	MUNICIPALITY
VILLAGE OF WAYNESVILLE	MUNICIPALITY
VILLAGE OF YELLOW SPRINGS	MUNICIPALITY
BUTLER HEALTH PLAN	NON-PROFIT
CORNERSTONE CHURCH OF CHRIST	NON-PROFIT
FIRST PRESBYTERIAN CHURCH	NON-PROFIT
GLEN HELEN ASSOCIATION	NON-PROFIT
SPRINGBORO CHAMBER OF COMMERCE	NON-PROFIT
STONEBROOK MONTESSORI	NON-PROFIT
TECUMSEH ATHLETIC BOOSTERS	NON-PROFIT
WYSO RADIO	NON-PROFIT
WARREN COUNTY PORT AUTHORITY	PORT AUTHORITY
CATHOLIC CENTRAL SCHOOL	PRIVATE SCHOOL
EMMANUEL CHRISTIAN ACADEMY	PRIVATE SCHOOL
HILLSBORO CHRISTIAN ACADEMY	PRIVATE SCHOOL
LEGACY CHRISTIAN ACADEMY	PRIVATE SCHOOL
ST. BRIGID SCHOOL	PRIVATE SCHOOL
ST. LUKE CATHOLIC SCHOOL	PRIVATE SCHOOL
ST. MARY OF THE ASSUMPTION	PRIVATE SCHOOL
WILMINGTON CHRISTIAN ACADEMY	PRIVATE SCHOOL
COLUMBUS METROPOLITAN LIBRARY	PUBLIC LIBRARY

GREENE COUNTY PUBLIC LIBRARY	PUBLIC LIBRARY
BEAVERCREEK CITY SCHOOL DISTRICT	PUBLIC SCHOOL
BELLBROOK-SUGARCREEK LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
BETHEL LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
BLANCHESTER LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
BRADFORD EXEMPTED VILLAGE SCHOOLS	PUBLIC SCHOOL
BRIGHT LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
CEDAR CLIFF LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
CHILLICOTHE CITY SCHOOL DISTRICT	PUBLIC SCHOOL
CLARK-SHAWNEE LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
DAYTON CITY SCHOOL DISTRICT	PUBLIC SCHOOL
DAYTON REGIONAL STEM SCHOOL	PUBLIC SCHOOL
EAST CLINTON LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
EAST GUERNSEY LOCAL SCHOOLS	PUBLIC SCHOOL
FAIRBORN CITY SCHOOL DISTRICT	PUBLIC SCHOOL
FAIRFIELD LOCAL SCHOOLS	PUBLIC SCHOOL
GLOBAL IMPACT STEM ACADEMY	PUBLIC SCHOOL
GREENEVILLE LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
GREENON LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
HILLSBORO CITY SCHOOL DISTRICT	PUBLIC SCHOOL
HUBER HEIGHTS CITY SCHOOL DISTRICT	PUBLIC SCHOOL
KALIDA LOCAL SCHOOLS	PUBLIC SCHOOL
KINGS LOCAL SCHOOLS	PUBLIC SCHOOL
MADISON-PLAINS LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
MASON CITY SCHOOLS	PUBLIC SCHOOL
MIAMI TRACE LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
NORTHEASTERN LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
NORTHWESTERN LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
OAKWOOD CITY SCHOOLS	PUBLIC SCHOOL
RIDGEMONT LOCAL SCHOOLS	PUBLIC SCHOOL
RIDGEWOOD SCHOOL	PUBLIC SCHOOL
ROOTSTOWN LOCAL SCHOOLS	PUBLIC SCHOOL
SHAWNEE LOCAL SCHOOLS	PUBLIC SCHOOL
SOUTHEASTERN LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
SPRINGFIELD CITY SCHOOL DISTRICT	PUBLIC SCHOOL
ST. HENRY CONSOLIDATED LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
TECUMSEH LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
VALLEY VIEW LOCAL SCHOOL DISTRICT	PUBLIC SCHOOL
WASHINGTON COURTHOUSE CITY SCHOOL DISTRICT	PUBLIC SCHOOL
WEST CARROLLTON CITY SCHOOLS	PUBLIC SCHOOL
WILMINGTON CITY SCHOOLS	PUBLIC SCHOOL
XENIA COMMUNITY CITY SCHOOL DISTRICT	PUBLIC SCHOOL
YELLOW SPRINGS EXEMPTED VILLAGE SCHOOL DISTRICT	PUBLIC SCHOOL
MOTORCYCLE OHIO - DEPARTMENT OF PUBLIC SAFETY	STATE AGENCY
BENNETT AND BENNETT, INC	TENANT
HONEYCOMB ARCHIVE, LLC	TENANT

KETTERING HEALTH NETWORK	TENANT
PAMELA FUNDERBURG LMT	TENANT
SHARON RUSSELL	TENANT
VILLAGE ACCOUNTING AND TAX, LLP	TENANT
VYTALITY BLU HEALTH & MEDSPA LLC	TENANT
WHITNEY DANIELLE PHOTOGRAPHY	TENANT
XYLEM	TENANT
YELLOW SPRINGER, LLC	TENANT
BEAVERCREEK TOWNSHIP	TOWNSHIP
MIAMI TOWNSHIP - GREENE CO.	TOWNSHIP
MIAMI TOWNSHIP - MONTGOMERY CO.	TOWNSHIP
WASHINGTON TOWNSHIP	TOWNSHIP