

approved

# AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED  
DO NOT PLACE ITEM ON AGENDA  
UNTIL REVIEW IS COMPLETED

Date: 8/17/15

Staff Member Preparing Form: Shannah Kosek

Department Submitting Contract: Adult Education

Vendor Name: FL Adult + Technical Distance Education Consortium

Contract Title: Statement of Intent to Establish a Consortium Agreement

TO BE COMPLETED BY DEPARTMENT	CIRCLE		
1. New Contract	<input checked="" type="radio"/> Yes	<input type="radio"/> No	9. Contract Amount ***
2. Renewal/Amend./Supplement	<input type="radio"/> Yes	<input checked="" type="radio"/> No	10. Last Year's Price ****
3. Automatic renewal	<input type="radio"/> Yes	<input checked="" type="radio"/> No	11. Date of Original Contract
4. Standard Addendum Executed	<input type="radio"/> Yes	<input type="radio"/> No	12. Number of Renewals
5. Bid/Quote policy met	<input type="radio"/> Yes	<input type="radio"/> No	13. Length of Term
6. Need to waive Bid policy*	<input type="radio"/> Yes	<input type="radio"/> No	14. Purpose of Agreement
7. Sole Source **	<input type="radio"/> Yes	<input type="radio"/> No	
8. Advance Payment Required	<input type="radio"/> Yes	<input type="radio"/> No	

Funding Source:  $\emptyset$

\*Waive Bid Policy Explanation: \_\_\_\_\_

\*\*Sole Source Explanation: \_\_\_\_\_

\*\*\*Detail Negotiation Efforts: \_\_\_\_\_

\*\*\*\* Price Increase Explanation: \_\_\_\_\_

## Approvals

Recommended Changes: \_\_\_\_\_

Districts Attorney:	No Changes	With Changes
Review Date: 8/22/15	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Purchasing:	No Changes	With Changes
Review Date: 8/21/15	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Insurance Certificate:	No Changes	With Changes
Review Date: 8/21/15	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Finance:	No Changes	With Changes
Review Date: 8/21/15	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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## STATEMENT OF INTENT TO ESTABLISH A CONSORTIUM AGREEMENT

**A RESOLUTION PURSUANT TO TITLE XLVIII, K20 EDUCATION CODE, CHAPTER 1001.42, FLORIDA STATUTES, ADOPTING A PLAN FOR ENTERING INTO COOPERATIVE OR JOINT PROJECTS WITH SCHOOL BOARDS OF OTHER DISTRICTS AND OTHER PUBLIC EDUCATION INSTITUTIONS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM TO PLACE TECHNICAL AND ADULT EDUCATION COURSES AND PROGRAMS IN AN ONLINE ENVIRONMENT IN ORDER TO PROVIDE AN ALTERNATIVE INSTRUCTIONAL DELIVERY MODEL FOR ADULT STUDENTS TO GAIN WORKFORCE PREPAREDNESS COMPETENCIES AND SKILLS.**

**WHEREAS**, the Adult Education Program of the School Board of Clay County Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an educational consortium, when it is in the best interest of the educational system and the students in meeting the school district's needs, and

**WHEREAS**, it is necessary to adopt plans for cooperating with school boards of other districts in this state, and in order to initiate this cooperation and these plans, it is necessary that the consortium be initiated by resolutions spread upon the minutes of each agency concerned, and

**WHEREAS**, the school boards of applying counties accepted by the boards of Broward, Brevard, Citrus, Hillsborough, Orange, Palm Beach, Pinellas, Pasco, plus the Florida Virtual School and any other who adopts a like resolution, have expressed a desire to enter into a Consortium under which the participating members may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems as authorized and permitted by law and Florida Board of Education rules including, but not limited to, those listed in Section I of this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE School Board OF Clay COUNTY, FLORIDA, IN A REGULAR SESSION ON Sept. 24, 2015 AT THE Board Room of Clay County FLORIDA, AS FOLLOWS**

**SECTION 1.** That the Adult Education Program of the School Board of Clay County, Florida, does hereby determine that it is in the best interest of the taxpayers and students of Clay County to cooperate with other districts in the operation of an Educational Consortium which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services:

- (a) Curriculum required for implementation of distance education courses and/or programs of study in Adult Education and Vocational/Technical education centers in public school districts in Florida

- (b) Staff development for training of online instructional personnel
- (c) Grants
- (d) Purchasing
- (e) Printing services
- (f) Any other service deemed necessary by the Board of Directors of the Consortium.

Each member shall have the option of participating in any or all of the above services through individual contracts unless otherwise specified in this Resolution.

**SECTION 2.** That the institution adopts by reference those portions of 1001.42, Florida Statutes, together with the Florida Board of Education Rules, which expand and define said statute. 1001.42, Florida Statutes, gives district school boards authorization to establish educational consortia, which are designed to provide joint programs and services to cooperating institutions and to consider all contracts and bids once they have been let or executed.

**SECTION 3.** That the **Adult Education Program of the School Board of Clay County**, Florida, does hereby agree that the Educational Consortium shall be managed by a Board of Directors, composed of one representative of each participating agency, and all policies will be set by the Board of Directors with approval of the participating agencies pursuant to the by-laws. The Educational Consortium Board of Directors will elect a governing board known as the Executive Committee pursuant to the bylaws.

**SECTION 4.** The Educational Consortium business office and physical operation will be located in the same physical location. ACE of Florida will serve as the fiscal agent of the Educational Consortium for the general operation of the Consortium until further action of the Board of Directors.

**SECTION 5.** The Board of Directors shall determine the needed services and products, establish the charge for services rendered by the Educational Consortium to the cooperating agencies availing themselves of the services offered by the Educational Consortium; set policies, and establish a uniform method for participating districts to evaluate services and products provided. The Executive Committee of the Educational Consortium will implement policies and services voted upon by the Board of Directors of the Consortium.

**SECTION 6.** All procedures, contracts, and bidding shall comply with all applicable Florida State Statutes and Florida Board of Education Rules.

**SECTION 7.** This agreement between the cooperating agencies of the Educational Consortium, as set forth in this resolution, will be in operation and effective upon the date of adoption by cooperating institutions joined together in this Consortium.

**SECTION 8:** A participating institution may cancel its membership in the Consortium by a written notice to the Board of Directors of the desire to terminate its association with

the Consortium. The written notice must be delivered thirty (30) days prior to the cancellation date requested on the notice.

**SECTION 9.** The official name of the Educational Consortium is the Florida Adult and Technical Distance Education Consortium.

**SECTION 10:** Each person signing this agreement warrants that he or she has full legal power to execute this Resolution on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions in this Resolution.

**SECTION 11:** No act or omission of the Educational Consortium, its Board of Directors or representatives shall be binding upon or construed as an act of an individual consortium member nor shall this agreement be construed as explicit or implied authority for the Educational Consortium to act on behalf of and/or bind a consortium member.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

The School Board of Clay County, Florida

By

ATTEST:

Chairman:

Secretary:

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1 **Article 1 – Creation of the Consortium**

2

3 Section 1.01 - Name and Composition

4 The name of the organization shall be the Florida Adult and Technical  
5 Distance Education Consortium (FATDEC), referred to herein as the  
6 "Consortium." The Consortium is a non-profit, tax exempt 501(c)(3)  
7 organization registered in the State of Florida. The Consortium is composed  
8 of participating public school districts, state and community colleges in the  
9 state of Florida plus other educational agencies as may be voted in by the  
10 Consortium membership. In these By-Laws, these agencies are referred to as  
11 regular members.

12

13 Section 1.02 - Purpose

14 The purpose of the Consortium is to place adult and technical education  
15 courses and programs in an online environment in order to provide an  
16 alternative instructional delivery model for adult students to gain workforce  
17 preparedness competencies and skills and to meet the objectives outlined in  
18 these By-Laws.

19

20 Section 1.03 - Objectives

21 The founding objectives of the Consortium are listed below. These objectives  
22 may be modified upon implementation of the By-Laws amendment  
23 procedure(s) as outlined in this document:

24

25 To improve and extend distance education programs and services through  
26 cooperatively sharing and assisting one another and through pooling  
27 resources.

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- 1 To seek funding opportunities to expand adult and technical and education  
2 curricula online.  
3
- 4 To participate in the current workforce development funding system, whereby  
5 each local educational agency (LEA) receives enrollment and performance  
6 funding dollars for its students.  
7
- 8 To provide procedures for the coordination and delivery of distance education  
9 programs and courses for Consortium members, including guidelines for  
10 delivery of distance education programs, guidelines for distribution of courses  
11 across district service areas and recommendations on any out-of-district  
12 learning request.  
13
- 14 To assist with the development of marketing strategies and procedures for  
15 the distribution of distance learning programs and courses developed by the  
16 districts.  
17
- 18 To coordinate agreements with districts or other providers for the  
19 development of programs and courses.  
20
- 21 To act as the point of coordination with the Florida Department of Education,  
22 the Florida Virtual School and other groups or organizations as deemed  
23 warranted by the Consortium membership.



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1 **Article 2 - Membership**

2

3 Section 2.01 Regular Membership

4 Regular and shared memberships in the Consortium shall be open to all Florida public  
5 school districts, state and community colleges, and other public educational agencies as  
6 shall be voted in by the membership of the Consortium. A Consortium membership  
7 agreement must be properly executed between the Consortium and the prospective  
8 educational agency(ies) in order to become full or shared members. In addition, the  
9 Consortium may provide for ex-officio members by approval of the Consortium. Ex-  
10 officio members will have no voting rights but will act as advisors and may be invited to  
11 attend the meetings of the Consortium.

12

13 Regular membership shall include voting rights for one person per membership. The  
14 members will have the right to serve the county(ies) which their educational facility  
15 serves, as so declared in their Membership Agreement. Any other public educational  
16 facility in the same county as a current member must be sponsored through this  
17 member when requesting membership.

18

19 Section 2.02 Shared Membership

20

21 Shared membership in the Consortium shall be open to two Florida public educational  
22 agencies who serve the same or nearby service areas. Agencies requesting a shared  
23 membership must present a request in writing to the consortium with the  
24 financial/usage reasons for requesting the shared membership, and the suggested  
25 allocation percentages. The Executive Committee will vote on each share request,  
26 considering federal grant dollar allocations, NRS reports, and other factors. A shared  
27 membership will have only one general membership vote. The public agencies involved  
28 in the share will determine the voting entity, and may change that from year to year.

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1 Section 2.03 - Terms of Members

2 The terms for approved Consortium members shall be indefinite. However, the  
3 agency/individual responsible for appointing members shall reserve the right to appoint  
4 a new member.

5  
6 **Article 3 - Finance**

7  
8 Section 3.01 – User Costs

9 User costs for any expenditures approved by the membership shall be based upon a pro  
10 rata share of the total anticipated Consortium cost of the service(s) provided. All  
11 payments due must be submitted to the treasurer within 60 days of billing or upon  
12 initial application for membership. User costs will not be prorated for partial year  
13 membership unless approved by the members. At least a quorum of the regular  
14 members must be present, and approval of two-thirds (2/3) of those members present  
15 shall be required on all matters affecting user costs. At least ten (10) days prior written  
16 notice (see definitions) to all regular members (see definitions) shall be required before  
17 any vote on any matters affecting user costs (see definitions). It is understood that  
18 Consortium members cannot obligate their respective educational agencies beyond the  
19 fiscal policies established by the member districts.

20  
21 Section 3.02 - Use of Funds

22 Funds can be expended only for services that are contracted for and approved by the  
23 voting members at a regularly scheduled meeting provided a quorum is present and  
24 two-thirds (2/3) of those members present approve the expenditure. These contracted  
25 services become user cost to the respective members.

26  
27 Section 3.03 - Fiscal Year

28 The fiscal year of the organization shall be from July 1 to June 30.

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1 Section 3.04 - Financial Reports

2 The Consortium's Fiscal Agent shall maintain records disclosing all receipts of the  
3 Consortium and disbursements from the Consortium in sufficient detail to permit a  
4 complete accounting for reconciliation of all receipts and expenditures. The Fiscal Agent  
5 shall prepare a financial report and have copies available for all members at regularly  
6 scheduled Consortium meetings.

7  
8 The Treasurer shall send a copy to all absent members in good standing.

9 The Fiscal Agent, together with the Treasurer, will work together to present a detailed  
10 financial report to all Executive Committee meetings.

11

12 Section 3.05 - Dissolution

13 If at any time the organization ceases to carry out the purposes as herein stated, as  
14 determined by a two-thirds (2/3) vote of the Board of Directors, the Consortium shall  
15 be dissolved. All assets and property held by it, after payment of its liabilities, shall be  
16 distributed equally to the current Consortium members on the date of dissolution. The  
17 only exceptions will be for designated gifts that will be distributed as stipulated in the  
18 gift agreement with the donors.

19

20 **Article 4 - Governance**

21

22 Section 4.01 - Board of Directors

23 The entire regular membership of the Consortium shall serve as its Board of Directors.

24

25 Section 4.02 - Executive Committee

26 The governing board of the Consortium shall be the Executive Committee, which shall  
27 consist of the elected officers of the Consortium, the immediate past president, and up  
28 to six at-large members as deemed appropriate by a majority vote of the Board of

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1 Directors. The Executive Committee is charged with reviewing prospective shared  
2 membership applications and making recommendations to the Board of Directors; and  
3 assisting in the development of the annual Consortium budget based on input from the  
4 Consortium Coordinator and Fiscal Agent. The Executive Committee may establish Ad  
5 Hoc Committees or appoint special task forces to assist the Consortium in the  
6 completion of its duties, assignments or to address issues, as need dictates.

7  
8 Section 4.03 - Officers

9 *(a) President*

10 Shall be the chief Executive Officer of the Consortium and shall preside at the  
11 meetings of the Board of Directors and the Executive Committee. The President  
12 shall appoint the chairpersons of all committees and serve as an ex-officio  
13 member of all committees. The President shall be elected by the membership  
14 and serve a one-year term. During this period, the President will train and  
15 mentor the President-Elect. Upon completion of the year, the President will  
16 transition to the role of Past President, and then to Mentor President (ex-officio)  
17 the following year if needed. If the most recent Past President is unable to serve,  
18 the Past President position may be filled by a former president.

19  
20 *(b) President-Elect*

21 Shall assist the President in the duties and shall assume the duties of that office  
22 in the event of the inability of the President to act. The President-Elect shall  
23 maintain membership records and credentials for all voting members for Board  
24 meetings. The President-Elect shall conduct roll call of voting members at each  
25 Board meeting. The President-Elect shall be elected by the membership and shall  
26 serve a one-year term in which he/she trains under the President. The President-  
27 Elect will then progress to the office of President and shall serve a one-year term  
28 in that capacity.

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1            *(c) Past-President*

2            The past-president shall assume custodial responsibility for the By-Laws and  
3            procedural manual. Custodial responsibility includes providing a general overview  
4            of the current By-Laws to the regular members annually and to any incoming  
5            officers and at-large members as needed; and serve as compliance review during  
6            Executive Committee meetings. In an attempt to maintain consistency and  
7            tradition in the area of board action, the past-president shall serve the role of  
8            advisor and unofficial historian to the president and other officers of the board.

9  
10           *(d) Secretary*

11           Shall keep records of meetings including attendance and minutes as per Section  
12           4.09, assist in handling Consortium correspondence and provide notice of all  
13           Board meetings and proposed changes to By-Laws, and perform such other  
14           duties as the President may direct.

15  
16           *(e) Treasurer*

17           Shall keep records of funds, provide financial statements at each duly called  
18           Board meeting and be authorized to invoice member agencies for approved  
19           Consortium costs. The Treasurer shall work with the fiscal agent to collect and  
20           disburse funds as approved by the Executive Committee and/or the Board of  
21           Directors. The Treasurer shall arrange for an annual records review of the  
22           Consortium finances.

23  
24           *(f) Fiscal Agent*

25           The fiscal agent is the entity or organization through which the Consortium  
26           dollars flow. The fiscal agent will collect and disburse funds as approved by the  
27           Executive Committee and/or the Board of Directors and provide financial records  
28           to the Treasurer. The fiscal agent shall provide records disclosing all current

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1 Consortium receipts and disbursements to date by budget line item on a  
2 quarterly basis. The fiscal agent or the entity the agent works for must be  
3 bonded.

4  
5 *(g) At-Large Members*

6 At-large members will perform such duties as determined by the Executive  
7 Committee.

8  
9 *(h) Term, Removal and Vacancies –*

10 The term of each member of the Executive Committee shall commence on July 1  
11 and shall continue for a minimum of two years or until a successor is elected and  
12 qualified at the next Board of Directors' meeting or until the member is removed  
13 or resigns, whichever shall occur first. A member of the Executive Committee  
14 may be re-elected for additional terms. Any member of the Executive Committee  
15 so elected may be removed at any time with or without cause by affirmative vote  
16 of a 2/3 majority of the Board of Directors. The Executive Committee may fill any  
17 vacancy on the Committee for the unexpired term by majority vote.

18  
19 Section 4.04 – Committees

20 There shall be five standing committees of the Consortium:

21 Adult Basic Education (ABE) Curriculum and Issues

22 GED/High School Equivalency (GED/HSE) Curriculum and Issues

23 Adult High School and Co-Enrolled High School (AHS) Curriculum and Issues

24 Career and Technical Education (CTE) Curriculum and Issues

25 English for Speakers of Other Languages (ESOL) Curriculum and Issues

26  
27 Each Consortium member shall serve on at least one Committee or Ad Hoc Committee.

28 Each Committee shall have a chair, vice-chair and recording secretary. The Committee

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1 chair may serve a maximum term of two years. Written Committee meeting minutes will  
2 be provided to the Consortium Secretary. The Executive Committee may establish Ad  
3 Hoc Committees or appoint special task forces to assist the Consortium in the  
4 completion of its duties, assignments or to address issues, as needs dictate.

5  
6 Section 4.05 – Meetings

7  
8 *(a) Annual Meetings*

9 The annual General meeting of the Consortium shall be held at such date, time  
10 and place as set by the Executive Committee.

11  
12 *(b) Other Meetings*

13 In addition to the annual General meeting of the Board, other meetings shall be  
14 held as needed and shall be called by the Executive Committee or the President.

15  
16 *(c) Executive Committee Meetings*

17 Meetings of the Executive Committee shall occur at a minimum of once each  
18 quarter, and as needed thereafter in any delivery mode as determined by the  
19 Executive Committee majority.

20  
21 *(d) Notice of Meetings*

22 Notice stating the place, date, and hour for any meeting of the Board, Executive  
23 Committee, task forces, committees or other duly formed Consortium groups  
24 shall be given to every respective member in good standing at least ten (10)  
25 calendar days, but not more than sixty (60) calendar days before the date of the  
26 meeting. Notice of the meeting(s) shall be deemed "given" when sent to all  
27 respective members through the US Postal Service, Federal Express, email,

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1 published on a Board approved web site or any electronic modality for which a  
2 permanent record can be made.

3  
4 *(e) Meeting Formats*

5 All meetings of the Board of Directors and the Executive Committee of the  
6 Consortium shall be conducted according to Robert's Rules of Order Simplified,  
7 unless modified by the By-Laws. Any meeting of the Board, Executive  
8 Committee, task forces, committees, ad hoc committees, or other duly formed  
9 Consortium groups may be conducted in person or by telecommunications,  
10 including phone, video conference, email, web-based conferencing, chat or any  
11 other electronic modality for which a permanent record shall be made.

12  
13 Section 4.06 - Agenda and Materials

14 Consortium members shall be polled in advance of meetings to solicit agenda items.  
15 The president, or appointed presiding officer for the meeting, will determine the  
16 agenda. The agenda and available backup materials shall be available to members prior  
17 to the meeting. Supplemental meeting materials, whenever possible, shall be made  
18 available to members in advance.

19  
20 Section 4.07 - Quorum

21 Business cannot be conducted at a meeting of the Board of Directors unless a quorum  
22 (see definitions) of the active members is present or represented by proxy. Business  
23 cannot be conducted at a meeting of the Executive Committee unless a quorum of the  
24 Executive Committee members is present or represented by proxy.



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1 Section 4.08 – Voting

2  
3 Each regular member organization shall designate one individual to be the  
4 spokesperson and voting member at any meeting. There shall be only one  
5 spokesperson/voting member per regular member organization.

6 At least fifty percent plus one of the active members shall be present in order to  
7 constitute a quorum. There shall be no extraordinary voting requirements unless so  
8 directed by these By-Laws.

9  
10 Voting by proxy shall be permitted. Any voting by proxy shall be in writing to the  
11 president prior to the scheduled meeting date and time and include specific information  
12 as to the named proxy representative and the specific agenda items the proxy voting  
13 represents.

14  
15 When the Board of Directors or Executive Committee needs a special vote and decision  
16 which cannot be delayed until the next regular meeting of the Consortium, the  
17 Executive Committee may conduct a vote of the Board of Directors via one of the  
18 approved meeting formats. Notice of the vote must include the response deadline and  
19 must give each member a maximum of five (5) working days to respond. In order for  
20 the vote to be valid, the number of respondents shall be not less than a quorum of  
21 active members, with the majority of votes ruling the decision.

22  
23 Section 4.09 - Minutes of Meetings

24 Minutes of Consortium meetings shall be recorded and a written summary provided to  
25 all members. Approval of the prior meeting minutes shall be an item on the agenda for  
26 the subsequent meeting.

27  
28

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1 **Article 5 - Operating Procedures**

2  
3 Section 5.01 - Reporting Requirements

4 By June 30<sup>th</sup> of each year, the Consortium President with assistance from the Past-  
5 President shall submit an annual report to the Consortium membership.

6  
7 Section 5.02 - Records

8 Consortium Coordinator shall monitor that all consortium records are digitally stored.  
9 Each Consortium member shall maintain its own respective records and documents  
10 associated with these By-Laws and the Consortium Agreement in accordance with the  
11 records retention requirements applicable to public records. Each Consortium member  
12 shall be responsible for compliance with any public documents request served upon it  
13 pursuant to Title XLVIII, K20 Education Code 1001.42, (4), (J) Florida Statutes, and  
14 any resultant award of attorney's fees of non-compliance with that law.

15  
16 Section 5.03 - Information Dissemination

17 The Consortium shall comply with the Florida State Sunshine Laws and provide meeting  
18 agendas, minutes and policies developed by the Consortium for public access.

19  
20 Section 5.04 - Real or Property Ownership

21 Real or personal property purchased on behalf of the Consortium remains Consortium  
22 property unless waived by a majority vote by the Board of Directors or upon dissolution  
23 of the Consortium.

24  
25 Section 5.05 - Indemnification

26 Each Consortium member agrees to be fully responsible for its acts of negligence or its  
27 agent's acts of negligence when acting within the scope of their employment and  
28 agrees to be liable for any damages resulting from said negligence.

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1 Section 5.06 - Immunity

2 Nothing contained in these By-Laws or the Consortium Agreement is intended to serve  
3 as a waiver of sovereign immunity by any Consortium member or agency to which  
4 sovereign immunity may be applicable.

5

6 Section 5.07 - Non-Discrimination

7 The Consortium shall not discriminate against any employee or participant in the  
8 performance of the duties, responsibilities and obligations under the By-Laws or  
9 Consortium Agreement because of race, age, religion, color, gender, national origin,  
10 marital status, disability or sexual orientation.

11

12 Section 5.08 - Preparation of Agreement

13 The Consortium members acknowledge that they have sought and obtained whatever  
14 competent advice and counsel as was necessary for them to form a full and complete  
15 understanding of all rights and obligations herein and that the preparation of these By-  
16 Laws or Consortium Agreement shall not be deemed a waiver of such provision or  
17 modification of these By-Laws or the Consortium Agreement. A waiver of any breach of  
18 a provision of these By-Laws or the Consortium Agreement shall not be deemed a  
19 waiver of any subsequent breach and shall not be construed to be a modification of the  
20 terms of these By-Laws or the Consortium Agreement.

21

22 Section 5.09 - Waiver

23 The Consortium members agree that each requirement, duty and obligation set forth  
24 herein is substantial and important to the formation of these By-Laws and the  
25 Consortium Agreement and, therefore, is a material term hereof. Any party's failure to  
26 enforce any provision of these By-Laws or the Consortium Agreement shall not be  
27 deemed a waiver of such provision or modification of these By-Laws or the Consortium  
28 Agreement. A waiver of any breach of a provision of these By-Laws or the Consortium

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1 Agreement shall not be deemed a waiver of any subsequent breach and shall not be  
2 construed to be a modification of the terms of these By-Laws or the Consortium  
3 Agreement.

4

5 Section 5.10 - Compliance with Laws

6 Each Consortium member shall comply with all applicable federal and state laws, codes,  
7 rules and regulations in performing its duties, responsibilities and obligations pursuant  
8 to these By-Laws or the Consortium Agreement.

9

10 Section 5.11 - Governing Law

11 These By-Laws or the Consortium Agreement shall be interpreted and construed in  
12 accordance with and governed by the laws of the State of Florida. Any controversies or  
13 legal problems arising out of these By-Laws or the Consortium Agreement and any  
14 action involving the enforcement or interpretation of any rights hereunder shall be  
15 submitted to the jurisdiction of the State courts where the business office is located, as  
16 defined in Section 4.03 of the Consortium Agreement.

17

18 Section 5.12 - Binding Effect

19 These By-Laws or the Consortium Agreement shall be binding upon and inure to the  
20 benefit of the parties hereto and their respective successors and assigns.

21

22 Section 5.13 - Assignment

23 Neither these By-Laws or the Consortium Agreement or any interest herein may be  
24 assigned, transferred or encumbered by any party without the prior written consent of  
25 the Board of Directors.

26

27

28

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1 Section 5.14 - Force Majeure

2 No Consortium member shall be obligated to perform any duty, requirement or  
3 obligation under these By-Laws or the Consortium Agreement if such performance is  
4 prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood,  
5 acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of  
6 any other matter or condition beyond the control of either party, and which cannot be  
7 overcome by reasonable diligence and without unusual expense ("Force Majeure"). In  
8 no event shall a lack of funds on the part of Consortium members be deemed Force  
9 Majeure.

10  
11 Section 5.15 - Severability

12 In case any one or more of the provisions contained in these By-Laws or the  
13 Consortium Agreement shall for any reason be held to be invalid, illegal, unlawful,  
14 unenforceable or void in any respect, the invalidity, illegality, unenforceability or  
15 unlawful or nature of that provision shall not affect any other provision and these By-  
16 Laws or the Consortium Agreement shall be considered as if such invalid, illegal,  
17 unlawful, unenforceable or void provision had never been included herein.

18  
19 **Article 6 – By-Law Revision**

20  
21 These By-Laws may be amended or repealed by a two-thirds (2/3) vote of the regular  
22 members present at any Board of Directors meeting, provided a quorum of members is  
23 present at the meeting. The meeting may be held using any one of the approved By-  
24 Laws Meeting formats and must have been duly called with at least ten (10) days'  
25 notice to members.

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1 **Article 7 - Definitions**

2  
3 Agreement

4 As used in these By-Laws, the term "agreement" refers to either the By-Laws and/or  
5 the Consortium Agreement.

6  
7 Educational Agency

8 In these By-Laws, any public organization whose primary mission is to provide Adult  
9 General Education and/or secondary/postsecondary Career and Technical services to  
10 students.

11  
12 Fiscal Agent

13 In these By-Laws or the Consortium Agreement, the entity or organization through  
14 which the Consortium dollars flow.

15  
16 Meeting Format

17 In these By-Laws or the Consortium Agreement, the term "meeting" refers to any  
18 meeting of the Board, Executive Committee, task forces, committees or other duly  
19 formed Consortium groups and can be conducted in person or by telecommunications,  
20 including phone, video conference, email, Net Meeting<sup>®</sup>, chat or any other electronic  
21 modality for which a permanent record can be made.

22  
23 Quorum

24 As used in these By-Laws, the term "quorum" means fifty percent plus one of the  
25 regular members.

26  
27  
28

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1 Regular and Shared Member

2 As used in these By-Laws, any Florida public school district, state or community college,  
3 and other public educational agency or partnership between these agencies that has  
4 properly executed the Consortium Resolution agreement and agrees to abide by the  
5 Consortium agreement and By-Laws.

6

7 User Cost

8 As used in these By-Laws, the amount of dollars that a member agrees to pay for a  
9 service that is voted upon through the approved decision-making process by the regular  
10 membership.

11

12 Written Notice

13 In these By-Laws or the Consortium Agreement, the phrase "written notice" refers to  
14 the US Postal Service, Federal Express, email, published on a Board approved web site  
15 or any electronic modality for which a permanent record can be made, except as noted  
16 in these By-Laws.

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