

**AGREEMENT (Duplicate Consolidated Copy Effective September 1, 2006)**  
**ESD 113 Capital Regional Data Center**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between EDUCATIONAL SERVICE DISTRICT 113, hereinafter referred to as "ESD 113," and the SCHOOL DISTRICT NO., hereinafter referred to as "District."

WHEREAS, ESD 113 under RCW 28A.310.200 provides services to school districts;

WHEREAS, the District and ESD 113 under RCW 28A.320.080, RCW 28A.310.200, and RCW 39.34.080 are empowered to enter into agreements for Interlocal agreements and cooperative service programs;

WHEREAS, the District desires to enter into a cooperative service agreement with ESD 113;

IT IS HEREBY AGREED that ESD 113 shall receive monies from the District and shall expend same for the purpose of providing data processing services through the ESD 113 Capital Regional Data Center ("CRDC" hereinafter) and the Washington School Information Processing Cooperative ("WSIPC" hereinafter) in accordance with the terms and conditions set forth herein:

**1. TERM OF AGREEMENT:**

This agreement shall be effective from September 1, 19\_\_, through August 31, 19\_\_, and shall be automatically renewed from year to year thereafter with the subsequent fee schedules and service revisions as adopted by the CRDC unless the District gives written notice of its election to terminate the agreement at least one hundred and eighty days (180) prior to August 31, 19\_\_, or at least one hundred and eighty days (180) prior to August 31 of any year thereafter, or unless the agreement is terminated in accordance with paragraph 11 herein.

**2. MEMBERSHIP IN THE ESD 113 CAPITAL REGIONAL DATA CENTER:**

The District shall become a full member of the CRDC effective September 1, 19\_\_. Membership shall entitle the District to nominate candidates and vote for their ESD's representative to the Executive Committee of the WSIPC according to the WSIPC Interlocal Agreement. The CRDC shall be a part of and function through ESD 113.

**3. DATA PROCESSING SERVICES:**

During the term of this agreement, ESD 113 agrees, through the CRDC, to provide to the District data processing services as set forth in Appendix "A" hereof.

#### 4. PROGRAM DEVELOPMENT:

ESD 113 agrees that priority in the development of new applications services by the WSIPC shall be in accordance with the expressed direction of the WSIPC Board operating under their bylaws.

#### 5. COST TO THE DISTRICT:

The cost to the district for services provided under this agreement are contained in paragraph 5 below. This cost includes amounts for sales, use, or other similar taxes related to the services provided herein. One tenth (1/10) of this amount will be invoiced for the first nine (9) months of the agreement. The student FTE count shall be the average annual FTE for 19xx-xy for the first nine (9) payments. The final (tenth) payment shall be adjusted to the actual average annual FTE for 19xy-xz and shall be paid by June 30, 19xz.

#### 5. SERVICE FEES

##### 5.a. CRDC Fiscal Service Fee:

The CRDC Fiscal Service Fee shall be \$7.60 times the average annual student FTE. The minimum fee shall be based upon 220 average annual student FTE.

##### 5.b. CRDC Student Records Service Fee:

The CRDC Student Records Service Fee shall be \$7.20 times the average annual student FTE. The minimum fee shall be based upon 220 average annual student FTE.

##### 5.c. WSIPC Service Fee:

The WSIPC Service Fee shall be \$7.00 times the average annual student FTE.

##### 5.d. Total Service Fee:

The total service fee shall be the aggregate of the WSIPC Service Fee, the CRDC Fiscal Service Fee and/or the CRDC Student Records Service Fee.

#### 6. CONFIDENTIALITY:

All materials furnished to the CRDC and the WSIPC by the District pursuant to this agreement, including but not limited to: source data, computer files, reports, listings and computer programs, shall remain the property of the District and shall not be disclosed to third parties except by written consent of the District.

By written agreement of ESD 113 and the District, there may be a release of data.

The CRDC and WSIPC shall utilize reasonable security procedures and protections to assure that District material is not disclosed to third parties without

written consent of the District, with the exception of the Washington State Auditor and/or Washington State Legislature be given such records as they request except for information governed by legislation on confidentiality of personnel records.

#### 7. ACCESS TO PUBLIC RECORDS:

No records of the District shall be made available for public inspection or copying by the CRDC or ESD 113 or WSIPC without express written authorization of the District. Requests pursuant to RCW 42.17 for inspection or copying of public records of the district, held or maintained by CRDC shall be referred to the District.

#### 8. RIGHTS IN COMPUTER SOFTWARE:

The ideas, concepts, know-how, techniques, systems, designs, and application software developed by the WSIPC shall be owned by the WSIPC. Any distribution of software to members for use on equipment owned by the District shall not imply ownership by the District. Such distribution shall only occur under programs approved by the Board of Directors of the WSIPC.

#### 9. PERFORMANCE AND BONDING:

ESD 113 shall obtain fidelity bonding of employees of the CRDC. ESD 113 shall not be liable for inadequate services or errors caused by inaccurate or inadequate input data, programs or other software furnished by the District.

#### 10. DISPUTES:

Any dispute, claim or grievance arising out of or relating to the interpretation or application of this agreement may be submitted to binding arbitration upon the further written agreement of the parties. The matter shall then be submitted to a neutral arbitrator who shall be designated by written agreement between the superintendent of the ESD 113 and the superintendent of the District.

#### 11. TERMINATION FOR BREACH:

If either party fails to comply with the terms and conditions of this agreement, the other party upon thirty (30) days prior written notice to the breaching party may terminate this agreement.

#### 12. INTERLOCAL AGREEMENT:

This agreement shall be in addition to the authority vested in the parties pursuant to RCW 28A.310.200 and RCW 28A.320.080, be deemed to be in satisfaction of the provisions of RCW 39.34, and that this agreement shall be deemed a pact pursuant to RCW 39.34.080.

13. ASSIGNMENT:

This agreement may not be assigned by either party without written consent of the parties.

14. WAIVER AND SEVERABILITY:

No provision of this agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived of a breach thereof as to a particular transaction or occurrence.

If any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of the agreement which can be given effect with the invalid term, condition or application; to this end the terms and conditions of this agreement are declared severable.

The parties acknowledge that they have read and understand this agreement, including any supplements or attachments hereto, and do agree thereto in every particular. The parties further agree that this agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this agreement. This agreement may be modified or amended with the mutual consent of the parties.

EDUCATIONAL SERVICE  
DISTRICT 113

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_ SCHOOL DISTRICT NO. \_\_\_\_\_  
elects to contract for:

- ( ) Fiscal Services
- ( ) Student Records Services

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX A  
Service Level Agreement (SLA)  
ESD 113 Capital Regional Data Center (CRDC)  
Effective September 1, 2006

Introduction

The CRDC Executive Committee recommends the attached Service Level Agreement (SLA) to replace the existing SLA included as Appendix A of the CRDC Agreement.

This purpose of this SLA is to clarify the mutual expectations of the School District and the CRDC. Changes in software and hardware architecture since our last SLA make it imperative that all members understand their mutual responsibilities. As technology becomes more pervasive we all enter into a more complex relationship where knowing our individual roles and responsibilities as members of the cooperative; and keeping communications flowing productively is ever more important to our success as a cooperative.

The SLA also defines which services are included in the CRDC base fee described in this budget. Additional services will be available on request for an additional fee. The goal is to continue providing districts with a full continuum of service choices while keeping the base fee from growing due to local choices which result in additional service costs. Costs of additional services will be born by the users of those services.

The most significant of these is the support of third-party software and systems. We already have several such vendors and anticipate more. These are OSPI's CSRS system and various library, food service, and transportation software systems used by member districts.

## FULL CONTINUUM OF ESD 113 CAPITAL REGIONAL DATA CENTER SERVICES

**ADDITIONAL FISCAL AND STUDENT SERVICES**  
(Fee for Service)

Refer to section D, "Additional Fee for Service", for additional details.

**Special Services** - District wants special services such as: ESD business manager services, business support services, CSRS support, custom reporting, increased levels of document printing, etc.

**Advanced Training and Mentoring** - Enrollment in business manager academy.

**BASIC FISCAL AND STUDENT SERVICES**  
(Included in FTE Fee)

Refer to section B, "Description of Basic Services", for additional details.

**Initial Training** - District has new staff to train on WESPaC or Legacy

**Continuing Education** - District has seasoned staff that needs to be kept up-to-date

**Consulting** - Conversion to WESPaC services



## A. Definitions

**Tiers:** Levels of service are agreed to in terms of “Tiers”. WSIPC (Tier II) and the CRDC (Tier 1) work to provide service under contract to the District (Tier 0). This document describes the expectations and responsibilities of both Tier 1 and Tier 0.

**District Contacts:** School district designated staff that interact with the CRDC as a single point of contact in one or more of the following areas: administrative decisions, technology, and specific applications.

**Interlocal:** The contract between WSIPC and ESD 113, referred to as the “Interlocal”, outlines the agreement between WSIPC and the ESD for technology related services delivered to the Districts.

**Service Levels:** The SLA describes CRDC services available to the District, either as a basic service included in the FTE fee, or as Additional Services, which members may contract for with the CRDC and WSIPC.

When a District contracts with outside consultants, or 3<sup>rd</sup> party software applications, the District assumes the burden of training and coordination with the WSIPC software application unless contracted for as an Additional Service.

**Problem Escalation Policy:** Each Tier shall define and follow a process of problem escalation which is coordinated with the other Tiers. Problem escalation defines the process for **operational** (scheduling, instructions, information, materials, and performance issues), **logistical** (timely upgrades, timely delivery, and order verifications), and **technical** (error messages, botched instructions, technical questions) issues to wend their way through each Tier prior to moving the problem on to the next higher Tier.

## B. Description of Basic Services:

Services beyond the scope of those described below are outlined in a later section titled “Additional Fee for Service”.

- I. **Training, consulting and coordination services** are available to the District for the applications under contract. Services are provided by Fiscal Coordinators, Student Coordinators, Fiscal Analyst/Trainers, and the CRDC director if appropriate. Available applications include WESPaC Fiscal/HR, WESPaC Student, and WISE Fiscal/HR.

Training services intended to **provide initial competencies** during the initial 12 months of an employee’s job include:

- Application and module training
- New district coordinator training
- Individual and group training
- On-site and ESD site training
- Web based training tools (as they become available)

Training services intended to **refresh user skills or advise users of software upgrades** use the Trainer of Trainers model. Such training services provided to district contacts include:

- Training of district contacts (see “District Required Support” below)
- Web based training tools (as they become available)
- Frequent emails with news of updates, alerts and general information
- Monthly Forum at the ESD which provides:
  - New release information
  - State report updates and requirements
  - Updates regarding future enhancements
  - Alerts involving the application
  - Tips and Tricks
  - Mini trainings on individual models
  - Peer training and advice

Facilitated user work groups organized by function (e.g., food services) provide opportunities for staff from member districts to share and learn from each other.

Consulting and coordination services for all applications include:

- Application support
- Telephone and email communications
- Onsite and formal classroom training
- User documentation materials
- Preconversion, conversion, and implementation consulting
- Facilitation and operational support of user work groups
- Development and publication of best practice guidelines
- Consulting with Superintendents regarding local practices

Additional consulting for Fiscal/HR services include:

- Guidance with district business processes
- Payroll processes such as ACH files, W2s, and 1099s
- Coordination with 1SPI reporting (F-195, F-196, F-197, P-223, P-223H, S-275)
- Enrollment forecasting
- Levy analysis
- Debt service analysis

- I. **Minimum Fee District** business support: Districts under 220 FTE enrollment pay a minimum fee for membership in the fiscal/HR cooperative. Assistance with the following business needs are included in the fee and available upon request:
- Budget consulting and development
  - Year end closing

For those districts with enrollment below 100 FTE, the following additional services are included and available upon request:

- Accounts payable
- Payroll
- S-275 reporting
- Enrollment reporting
- Month end balancing

- II. **Operations Services** include CRDC computer systems, technology support for access to the WSIPC software application, print services, and document transport.
- a. CRDC computer systems will meet or exceed the requirements as described in the Interlocal agreement. Systems will be available for processing 24 hours per day, Monday through Friday, except for ESD 113 holidays, scheduled and unscheduled maintenance.
- In the case of off-hours system outage, the CRDC has an on-call mechanism to report and respond. (The Data Center Director and ASP coordinator have off-hour contact numbers on voice mail.)
- b. Operations support is available in the computer room from 7 AM to 5 PM daily. Jobs submitted to the CRDC will be processed within 3 business days. Document output will be transmitted via the most efficient transport method applicable.
- c. Technology support for access to the WSIPC software application at the Tier 1 (ESD) level includes the following services:
- i. Initial site implementation support for application deployment.

- ii. Training for district contact in application installation and troubleshooting process.
- iii. Ongoing site support/troubleshooting in aspects of hardware and software issues related to access to the WSIPC software application.
- iv. Provide details of availability concerning updated software necessary to access current system.
- v. Updated hardware compatibility lists based on module implementation.
- vi. Active Directory management for users/groups.
- vii. Method for contact with technology and support staff for ticket (problem) escalation.

### C. District Required Support (Tier 0) for Access to the WSIPC Software Application

The CRDC and its members (as are all regions across the state) are undergoing a significant culture shift in adapting to our work environment as we:

1. Convert from a legacy application system that was designed specifically for our needs but lacked the power and functionality available with modern technology to an off-the-shelf application used by districts across the nation; and
2. Expand from an application user base limited to a secretary, counselor, and some teachers in each building plus the district business office (estimated at 2,000 users) to an application user base which may now include all the teachers in the building, food services staff, and even all parents (potential users include 5,500 staff and 15,000 parents.)
3. Require greater data integrity and expanded use of our data to meet state and federal needs under NCLB and CSRS.

It is people who make the real difference between success and failure in use of the software applications. Developing people to have and use the right skills and competencies is a key operational objective and therefore excellence in training is key to the operation of the district. Because of the complexity of the WESPaC application and the learning curve involved, a **Train the Trainer** model is used since the first conversions to WESPaC to train **district contacts**.

CRDC trainers provide training design and materials for the **district contacts**. Emails to the district contacts are often sent out daily with news of updates, alerts and general information. In addition a monthly Forum at the ESD provides new release information, state report updates and requirements, updates regarding future enhancements, alerts involving the application, Tips and Tricks, mini trainings on individual models, and peer training and advice.

It is intended that the **district contacts meet with their key application users** to share what they have learned in the Forum, preferably in the same format, so that information doesn't stop with them. This way the end user benefits from training and knowledge received by the district contact. For the model to be successful, district contacts must have the skills to deliver effective training and also have the ability to inspire and motivate other users in the district.

Additional user work groups provide learning opportunities in areas such as Special Ed, and Scheduling. As districts expand their use of modules, additional user work groups will be organized by function (e.g., food service.)

Districts using the EA+ Grade Book also have a Train the Trainer contact who received training and should be working closely with the district contact and the teachers using the product.

When a district decides to designate a new district contact, (upon retirement or change of employers for example), should immediately notify the CRDC administrator. The district is encouraged to assign these duties to another individual with strong WESPaC skills and the ability to inspire and motivate other users.

Such individuals without strong WESPac skills will have a steep learning curve and should seek as many training opportunities as possible.

Districts are encouraged to cross-train staff on WESPac and on district contact duties in order to better manage staff turnover, and to provide depth of support within the district.

District Required Support	Current Best Practice Suggested
<p><b>Administrative support</b> includes the following:</p> <p>Administrative support for software applications implemented.</p>	<p>Superintendents are encouraged to:</p> <p>Encourage all administrators to support the district's decision to implement various application modules so that they in turn are able to encourage building users to use the system and resolve concerns productively.</p> <p>For WESPac Student members, encourage principals to learn and use the system.</p> <p>Ensure that staff with appropriate software skills and motivational abilities are assigned the functions of district contact. Delegate ownership in the results so that they follow-through with best practices.</p> <p>Encourage and support appropriate staff in attending trainings when offered (review the CRDC newsletter for available training dates.)</p>
<p><b>Operations support</b> includes the following:</p> <p>For each application (Fiscal/HR and Student) district will provide a single point of contact for administrative authorizations.</p> <p>District will provide a single point of contact for technology support.</p> <p>Staff using each application should first attempt to resolve concerns with the district contact.</p> <p>The district contact, if unable to resolve the issue, should escalate the problem to Tier 1 support.</p>	<p>As part of the cooperative's "Train the Trainer" design, the district contact(s) is encouraged to:</p> <p>Learn WESPac applications by attending CRDC trainings and monthly Forums so that they can provide local support to WESPac users, including training for the district's other WESPac users.</p> <p>Communicate with other district "Train the Trainer" personnel in e.g. Teacher EA+, Grade book trainers, and Special ED Coops.</p> <p>As the single point of contact, the district contact should:</p> <p>Receive and distribute all CRDC information and notifications to appropriate district personnel.</p> <p>Verify that required reports such as CSRS and the P223 are uploaded to OSPI monthly.</p> <p>Provide the district superintendent with data regarding complaints, application issues, and changes through the use of a log.</p> <p>District contacts manage problem escalation as follows:</p> <p>District staff communications regarding WESPac should first go through the district contacts that support basic questions and concerns from district staff.</p> <p>Contacts communicate to appropriate CRDC staff the needs and concerns of the district.</p> <p>Keep a log of complaints received, local down-time, etc. which shows when the problem was escalated to CRDC, and how the problem was resolved.</p>

<p><b>Technical support</b> includes the following:</p> <p>District will meet or exceed hardware and software requirements of the service application, upgrading them as necessary.</p> <p>All workstations provided for access will be free of virus, and spy ware.</p> <p>District local technology infrastructure will be functional and allow for reliable access.</p> <p>District technology support contact must have a working knowledge of application installation.</p>	<p>Districts with unresolved local network issues should seek additional technical support so that issues impacting WESPac operations can be resolved as soon as possible.</p>
<p><b>Logistical support</b> includes the following:</p> <p>Reports (such as report cards) need to be submitted by the district within time-lines stated elsewhere in this document.</p> <p>Data (such as ACH and payroll) need to be submitted by the district within time-lines stated elsewhere in this document.</p>	

D. Additional Fee for Service

Additional Fiscal services:

1. Business manager services (fee and agreement to be negotiated, approximately \$60 - \$68/hour)
  - Board presentation of financial status
  - Preparation of Board packets
  - Cash analysis
  - Establishment of internal controls
  - Establishment of procedures manual
  - Grant claims analysis
  - Budget monitoring
  - Time and effort monitoring
  - F-195 and F-203 Budget development
  - F-196 Year-end reporting
  - S-275 Review and analysis
  - Quarterly taxes review
  - Audit guidance
  - F-197 Reconciliation
  
2. Business support services (fee to be negotiated, approximately \$45/hour)
  - Purchase orders entry
  - Cash receipting
  - Deposit reconciliation
  - Payroll entry
  - Accounts payable entry
  - W-2s
  - Form 1099s
  - Retirement corrections
  
3. Business manager academy (fee to be negotiated). Designed as approximately 30 6-hour days spent at the ESD with fiscal officers and fiscal coordinators in hands-on setting. Each day

provides a discussion of finance rules, documents, and instructions; hands-on instruction in the data processing system; and assistance with current district work issues.

Additional Student business support services:

1. CSRS support
  - a. SSID
    - i. Receive district SSID electronic report from district student system which shows missing SSIDs
    - ii. Perform OSPI upload to EDS website
    - iii. Identify and research OSPI exceptions to SSID file
    - iv. Coordinate necessary data changes to student management system with OSPI and districts
    - v. Correct extract file from district student system
    - vi. Perform OSPI upload to EDS website
    - vii. Assist district staff with the matching process
    - viii. Download SSID report from EDS site to submit to the district
    - ix. District is responsible for importing the SSID file into their information system
  - b. CSRS
    - i. Receive district CSRS electronic report.
    - ii. Perform OSPI upload to EDS website
    - iii. Identify and research OSPI exceptions to CSRS file
    - iv. Coordinate necessary data changes to student management system with OSPI and districts
    - v. Perform validation steps on EDS website
    - vi. Print hard copy of validation
2. Custom reporting:
  - a. To be negotiated
3. Other (not CSRS) third-party software (Authorized Add-on to Skyward)
  - a. Assist with interface to Skyward
4. Increased levels of document printing/sealing
  - a. Additional self-sealed report cards (first 1 per student per household per final grading term is included in base service)
  - b. Use of parchment paper vs. standard watermark paper. Parchment limited to final transcripts.

## FULL CONTINUUM OF ESD 113 FISCAL SERVICES



**BUSINESS MANAGER SERVICES**  
(Fee for Service)

District wants all or most services of a part-time business manager

**BUSINESS SUPPORT SERVICES**  
(Fee for Service)

District has a business manager but wants help in other areas

**BUSINESS MANAGER ACADEMY**  
(Fee for Service)

District has a new business manager who needs training (either partial or full training)

**CONTINUING EDUCATION SERVICES**  
(Provided Through Fiscal / Student Basic Cooperative Services)

District has seasoned staff

APPENDIX B  
Governance  
ESD 113 Capital Regional Data Center

The ESD 113 Capital Regional Data Center (CDRC) shall be governed as follows:

1. Each member district shall have one vote on the CRDC Advisory Board which shall consist of the district superintendent or designee.
2. The CRDC Advisory Board shall elect five of its members to serve on the CRDC Executive Committee for staggered three year terms.
3. The Executive Committee shall select one of its members to serve as chairperson of both the Advisory Board and the Executive Committee. The chairperson shall be elected annually.
4. Executive Committee meetings shall be called at least quarterly by the chairperson or by a majority of the Executive Committee or by a majority of the Advisory Board. Advisory Board meetings shall be held at least annually. A quorum of the Advisory Board shall be the members present. A quorum of the Executive Committee shall be a minimum of three members.
5. The Advisory Board shall recommend one of its members to the ESD 113 Board of Directors for appointment to the Washington School Information Processing Cooperative (WSIPC) Board of Directors. This appointee shall serve in accordance with the bylaws of the WSIPC.
6. The Advisory Board shall elect one of its members to serve on the Executive Committee of the WSIPC. This member shall serve in accordance with the bylaws of the WSIPC.

# BYLAWS

## Capital Regional Data Center Executive Committee

### I. NAME

The organization shall be known as the Capital Regional Data Center (CRDC) Executive Committee, hereafter called the Executive Committee.

### II. PURPOSE

The purpose of the Executive Committee shall be to recommend the annual budget, fee schedules to be charged for data processing services, and all other matters which directly affect the interest of local school districts served by the CRDC.

### III. The membership of the CRDC Executive Committee shall consist of five (5) school district representatives elected by the members of the CRDC Advisory Board, as defined in Appendix B of the Interlocal Agreement. At least two (2) of the five (5) member Executive Committee shall represent school districts with an enrollment of at least one thousand (1,000) FTE students.

### IV. ORGANIZATION

1. The CRDC Executive Committee shall have the power to prepare, adopt, amend and repeal bylaws, rules, regulations, and general policy statements for its own organization, government, and guidance, provided action taken with respect thereto is not inconsistent with State Law, the Washington Administrative Code, the Rules and Regulations of the State Superintendent of Public Instruction and the Rules and Regulations of the Board of ESD 113.

2. Each duly-qualified representative shall have an equal vote in all deliberations of the CRDC Executive Committee.

3. The CRDC Executive Committee shall annually select a chairman from among its members. The chairman of the Executive Committee shall preside at all Executive Committee meetings. In his absence, the Executive Committee shall select a temporary chairman.

4. All recommendations of the Executive Committee shall be submitted to the CRDC Advisory Board at its next meeting or through mail ballot.

5. The Director of the CRDC shall serve as secretary to the Executive Committee.

### V. VACANCIES

Vacancies on the Executive Committee shall be filled by an election consistent with the Interlocal Cooperative Agreement of the CRDC. Members selected to fill a vacancy shall serve the unexpired portion of the term involved.

A nominating committee shall be established to identify and recommend potential Executive Committee candidates. To be eligible to serve on the Executive

Committee, a candidate must be in a decision making role relative to data processing in the district represented.

VI. MEETINGS

The Executive Committee shall meet at least quarterly at times, places, and dates established by it in accord with any provisions of law applicable to public meetings in the State of Washington.

At all meetings of the Executive Committee, a quorum shall be a minimum of three members. Recommendations must be approved by a majority of those representatives in attendance.

VII. OTHER COMMITTEES

The chairman may appoint such other standing and ad hoc committees as deemed necessary to advise the Executive Committee.

VII. PARLIAMENTARY PROCEDURES

All questions of parliamentary procedure shall be governed in accordance with Roberts Rules of Order (Revised).

IX. AMENDMENTS

These bylaws may be amended at any regular meeting of the Executive Committee by three or more members, provided that written notice has been sent to all regular members not less than ten days in advance of the meeting.