|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Title** | **Page** | **Line** |
| Article 1 | Creation of the Consortium |  3 |  1 |
| Section 1.01 | Name and Composition |  3 |  3 |
| Section 1.02 | Purpose  |  3 | 12 |
| Section 1.03 | Objectives |  3 | 18 |
| Article 2 | Membership |  4 | 23 |
| Section 2.01 | Membership Defined |  4 | 25 |
| Section 2.02Section 2.03Section 2.04Section 2.05 | Regular MembershipShared MembershipPartial Membership Terms of Members |  5 5 5  6 |  71426 8 |
| Article 3 | Finance |  6 | 13 |
| Section 3.01 | User Costs |  6 | 15 |
| Section 3.02 | Use of Funds |  7 |  7 |
| Section 3.03 | Fiscal Year |  7 | 10 |
| Section 3.04 | Financial Reports |  7 |  1 |
| Section 3.05 | Dissolution |  7 | 21 |
| Article 4 | Governance |  8 |  1 |
| Section 4.01 | Board of Directors |  8 |  3 |
| Section 4.02 | Executive Committee |  8 |  6 |
| Section 4.03 | Officers |  8 | 17 |
|  | President |  8 | 18 |
|  | President-Elect |  9 |  1 |
|  | Past-President |  9 | 10 |
|  | Secretary |  9 | 19 |
|  | Treasurer |  9 | 25 |
|  | Fiscal Agent | 10 |  4 |
|  | At-Large Members | 10 | 12 |
|  | Term, Removal and Vacancies | 10 | 16 |
| Section 4.04 | Committees | 10 | 26 |
| Section 4.05 | Meetings | 11 | 12 |
|  | Annual MeetingsOther Meetings | 1111 | 1418 |
|  | Executive Committee Meetings | 11 | 22 |
|  | Notice of Meetings | 11 | 27 |
|  | Meeting Formats | 12 |  8 |
| Section 4.06 | Agenda and Materials | 12 | 16 |
| Section 4.07 | Quorum | 12 | 24 |
| Section 4.08 | Voting | 13 |  1 |
| Section 4.09 | Minutes of the Meetings | 13 | 22 |
| Article 5 | Operating Procedures | 13 | 27 |
| Section 5.01 | Reporting Requirements | 13 | 29 |
| Section 5.02 | Records | 14 |  4 |
| Section 5.03 | Information Dissemination | 14 | 13 |
| Section 5.04 | Real or Property Ownership | 14 | 17 |
| Section 5.05 | Indemnification | 14 | 22 |
| Section 5.06 | Immunity | 15 |  1 |
| Section 5.07 | Non-Discrimination | 15 |  6 |
| Section 5.08 | Preparation of Agreement | 15 | 12 |
| Section 5.09 | Waiver | 15 | 22 |
| Section 5.10 | Compliance with Laws | 16 |  4 |
| Section 5.11 | Governing Law | 16 |  9 |
| Section 5.12 | Binding Effect | 16 | 17 |
| Section 5.13 | Assignment | 16 | 21 |
| Section 5.14 | Force Majeure | 16 | 26 |
| Section 5.15 | Severability | 17 |  6 |
| Article 6 | By-Law Revision | 17 | 14 |
| Article 7 | Definitions | 17 | 22 |
|  |  |  |  |

**Article 1 – Creation of the Consortium**

Section 1.01 - Name and Composition

The name of the organization shall be the Florida Adult and Technical Distance Education Consortium (FATDEC), referred to herein as the “Consortium.” The Consortium is a non-profit, tax exempt 501(c)(3) organization registered in the State of Florida. The Consortium is composed of participating adult education providers accredited by SACS® or qualified 501(c)(3) entities, as may be voted in by the Consortium membership. In these By-Laws, these agencies are referred to as regular members.

Section 1.02 - Purpose

The purpose of the Consortium is to place adult and technical 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 and to meet the objectives outlined in these By-Laws.

Section 1.03 - Objectives

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

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

To seek funding opportunities to expand adult and technical ~~and~~ education curricula online.

To participate in the current workforce development funding system, whereby each local educational agency (LEA) receives enrollment and performance funding dollars for its students.

To provide procedures for the coordination and delivery of distance education programs and courses for Consortium members, including guidelines for delivery of distance education programs, guidelines for distribution of courses across district service areas and recommendations on any out-of-district learning request.

To assist with the development of marketing strategies and procedures for the distribution of distance learning programs and courses developed by the districts.

To coordinate agreements with districts or other providers for the development of programs and courses.

To act as the point of coordination and collaboration with organizations such as, but not limited to, the Florida Department of Education, ACE of Florida, Florida Association for Career and Technical Educators (FACTE), Institute for the Professional Development of Adult Educators (IPDAE), and other groups or organizations as deemed warranted by the Consortium membership.

**Article 2 - Membership**

Section 2.01 Membership Defined

Regular, shared and partial memberships in the Consortium shall be open to adult education providers accredited by SACS®, or qualified 501(c)(3) entities, as shall be voted in by the membership of the Consortium. A Consortium membership agreement must be properly executed between the Consortium and the prospective organizations, as outlined in Article 1.01 of these by-laws in order to become full, ~~or~~ shared or partial members. In addition, the Consortium may provide for ex-officio members by approval of the Consortium. Ex-officio members will have no voting rights but will act as advisors and may be invited to attend the meetings of the Consortium.

Article 2.02 Regular membership

Regular membership shall include voting rights for one person per membership. The members will have the right to serve the county(ies) which their adult education ~~facility~~ provider serves, as so declared in their Membership Agreement.

Section 2.03 Shared Membership

Shared membership in the Consortium shall be open to two adult education providers as specified in Article 1.01. Providers requesting a shared membership must present a request in writing to the consortium with the financial/usage reasons for requesting the shared membership, and the suggested allocation percentages. The Executive Committee will vote on each share request, considering federal grant dollar allocations, NRS reports, and other factors. Each shared membership will have only one general membership vote. The providers involved in the share will determine the voting entity, and may change that from year to year.

Section 2.04 Partial Membership

Partial membership in the Consortium shall be open to an adult education provider as specified in Article 1.01, and shall consist of a minimum of a 50%, and a maximum of a 75% membership. Allocation of services will be at the partial membership level in the Resolution Agreement as approved by the Executive Committee. Providers requesting a partial membership must present a request in writing to the consortium with the financial/usage reasons for requesting the partial membership. The Executive Committee will vote on each partial request, considering federal grant dollar allocations, NRS reports, and other factors. Each partial membership will have a one-half general membership vote, regardless of the partial membership percentage.

Section 2.05 - Terms of Members

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

**Article 3 - Finance**

Section 3.01 – User Costs

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

Section 3.02 - Use of Funds

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

Section 3.03 - Fiscal Year

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

Section 3.04 - Financial Reports

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

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

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

Section 3.05 - Dissolution

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

**Article 4 - Governance**

Section 4.01 - Board of Directors

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

Section 4.02 - Executive Committee

The governing board of the Consortium shall be the Executive Committee, which shall consist of the elected officers of the Consortium, the immediate past president, and up to six at-large members as deemed appropriate by a majority vote of the Board of Directors. The Executive Committee is charged with reviewing prospective shared and partial membership applications and making recommendations to the Board of Directors; and assisting in the development of the annual Consortium budget based on input from the Consortium Coordinator and Fiscal Agent. The Executive Committee may establish Ad Hoc Committees or appoint special task forces to assist the Consortium in the completion of its duties, assignments or to address issues, as need dictates.

Section 4.03 - Officers

*(a) President*

Shall be the chief Executive Officer of the Consortium and shall preside at the meetings of the Board of Directors and the Executive Committee. The President shall appoint the chairpersons of all committees and serve as an ex-officio member of all committees. The President shall be elected by the membership and serve a one-year term. During this period, the President will train and mentor the President-Elect. Upon completion of the year, the President will transition to the role of Past President. If the most recent Past President is unable to serve, the Past President position may be filled by a former president.

*(b) President-Elect*

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

*(c) Past-President*

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

*(d) Secretary*

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

*(e) Treasurer*

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

*(f) Fiscal Agent*

The fiscal agent is the entity or organization through which the Consortium dollars flow. The fiscal agent will collect and disburse funds as approved by the Executive Committee and/or the Board of Directors and provide financial records to the Treasurer. The fiscal agent shall provide records disclosing all current Consortium receipts and disbursements to date by budget line item on a quarterly basis. The fiscal agent or the entity the agent works for must be bonded.

*(g) At-Large Members*

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

*(h) Term, Removal and Vacancies –*

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

Section 4.04 – Committees

There shall be five standing committees of the Consortium:

Adult Basic Education (ABE) Curriculum and Issues

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

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

Career and Technical Education (CTE) Curriculum and Issues

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

Each Consortium member shall serve on at least one Committee or Ad Hoc Committee. Each Committee shall have a chair, vice-chair and recording secretary. The Committee chair may serve a maximum term of two years. Written Committee meeting minutes will be provided to the Consortium Secretary. The Executive Committee may establish Ad Hoc Committees or appoint special task forces to assist the Consortium in the completion of its duties, assignments or to address issues, as needs dictate.

Section 4.05 – Meetings

*(a) Annual Meetings*

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

*(b) Other Meetings*

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

*(c) Executive Committee Meetings*

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

*(d) Notice of Meetings*

Notice stating the place, date, and hour for any meeting of the Board, Executive Committee, task forces, committees or other duly formed Consortium groups shall be given to every respective member in good standing at least ten (10) calendar days, but not more than sixty (60) calendar days before the date of the meeting. Notice of the meeting(s) shall be deemed “given” when sent to all respective members through the US Postal Service, Federal Express, email, published on a Board approved web site or any electronic modality for which a permanent record can be made.

*(e) Meeting Formats*

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

Section 4.06 - Agenda and Materials

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

Section 4.07 - Quorum

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

Section 4.08 – Voting

Each member ~~organization~~ shall designate one individual to be the spokesperson and voting member. There shall be only one spokesperson/voting member per organization.

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

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

When the Board of Directors or Executive Committee need a special vote or decision which cannot be delayed until the next regular meeting of the Consortium, the Executive Committee may conduct a vote of the Board of Directors via one of the approved meeting formats. Notice of the vote must include the response deadline and must give each member a minimum of seven (7) working days to respond. In order for the vote to be valid, the number of respondents shall be not less than a quorum of ~~active~~ members, with the majority of votes ruling the decision.

Section 4.09 - Minutes of Meetings

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

**Article 5 - Operating Procedures**

Section 5.01 - Reporting Requirements

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

Section 5.02 - Records

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

Section 5.03 - Information Dissemination

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

Section 5.04 - Real or Property Ownership

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

Section 5.05 - Indemnification

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

Section 5.06 – Immunity

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

Section 5.07 - Non-Discrimination

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

Section 5.08 - Preparation of Agreement

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

Section 5.09 - Waiver

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

Section 5.10 - Compliance with Laws

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

Section 5.11 - Governing Law

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

Section 5.12 - Binding Effect

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

Section 5.13 - Assignment

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

Section 5.14 - Force Majeure

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

Section 5.15 - Severability

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

**Article 6 – By-Law Revision**

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

**Article 7 - Definitions**

Agreement

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

Fiscal Agent

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

Meeting Format

In these By-Laws or the Consortium Agreement, the term “meeting” refers to any meeting of the Board, Executive Committee, task forces, committees or other duly formed Consortium groups and can be conducted in person or by telecommunications, including but not limited to phone, video or web conference, email, chat or any other electronic modality from which a permanent record may be made.

Provider

A provider shall be defined as any public school district, school, college, technical college, charter school, community or faith based organization that is SACS® accredited, or has been granted 501(c)(3) status by the Internal Revenue Service, and whose mission includes, but is not limited to, providing adult education/literacy and/or career and technical services.

Quorum

As used in these By-Laws, the term “quorum” means fifty percent plus one of the ~~regular~~ members.

User Cost

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

Written Notice

In these By-Laws or the Consortium Agreement, the phrase “written notice” refers to the US Postal Service, Federal Express, email, published on a Board approved web site or any electronic modality from which a permanent record may be made, except as noted in these By-Laws.