

National Consortium for State Guidance Leadership

By-Laws Articles and Terms of Agreement

Guidelines and Procedures for External Funding

By-Laws and Articles of Agreement adopted and approved by the National Consortium for State Guidance Leadership Board of Directors, December, 1995-AVA Convention, Denver, Colorado.

External Funding Guidelines Finalized— Consortium Board Meeting June 30, 1996, Long Beach, CA.

November 2001

By-Laws

National Consortium of State Guidance Leadership

Article I: Name

The official name of this organization shall be “The National Consortium of State Guidance Leadership” (hereafter referred to as the Consortium). The Consortium is housed at the Center on Education and Training, The Ohio State University, Columbus, Ohio.

Article II: Purpose and Mission Statement

The Consortium is a coalition of guidance representatives from participating state and territorial departments of education. The organization’s mission is to enhance guidance and counseling, leadership and training, support research, and facilitate program improvement. The Consortium’s purpose is to provide a framework for improving the effectiveness of elementary, secondary and postsecondary programs, counselor education, and supervision and administration of comprehensive guidance and counseling programs in school, community, and institutional settings.

Specific objectives of the Consortium include the following:

- Provide assistance in the development, implementation, and evaluation of comprehensive guidance programs.
- Provide opportunities which enable states to collaborate on and support projects of mutual priorities, ongoing programs, career development and pre-vocational services, and overall issues relating to school guidance and counseling.
- Promote the development and improvement of guidance at all levels of education and training.
- Involve business, industry and government in creating, operating and evaluating quality comprehensive career guidance programs.
- Serve as a clearinghouse through which states can seek assistance from public and private sources for the improvement and expansion of career guidance programs.
- Offer technical assistance to states in developing their annual and long-term plans related to guidance and counseling.
- Provide evidence of program effects and a forum for promoting guidance and counseling as a program of national significance with business, industry, and governmental entities.
- Influence the guidance and counseling professional literature through research, publishing and product development.

Article III: Membership

Membership shall be open to those state agencies which have responsibilities for statewide guidance and counseling at the K-12 and postsecondary levels. Other types of membership are specified in Section I below.

Section I: There shall be four types of membership within the Consortium: Full, In-Kind, Sponsored, and Supporting. Membership shall be defined as follows:

- a. *Full Membership:* States who have paid the required fee on an annual basis as determined by the Executive Board of the Consortium and approved by the Consortium Board of Directors. The member states have voting rights and are eligible to hold elected office.
- b. *In-Kind Membership:* States that contribute time, resources, or products to the Consortium in an amount equal to the required membership fee. The Executive Board of the Consortium must approve and document the value of time, products, and resources in lieu of required fees.

§ In-Kind membership shall be limited to one year.

§ In-Kind members shall have the same rights as specified in full membership.

- c. *Sponsored Membership:* States with the membership fee paid by external sources. Sponsored membership shall have the same rights and privileges as specified above and will be classified as full or other based on the amount contributed by the sponsoring organization.

§ Sponsored membership will be approved by the Executive Board of the Consortium.

- d. *Supporting Membership:* Those individuals, organizations, or commercial entities who contribute to the support and work of the Consortium. Supporting membership may be obtained by payment of a prescribed annual fee or financial contribution as determined by the Executive Board.

§ Supporting members may attend meetings of the full Consortium Board, may provide input concerning current issues, and may serve on committees at the request of the Executive Board.

§ Supporting members do not have voting rights, nor are they eligible to hold an office within the Consortium.

Section II: Other Membership: Request for other types of levels of membership shall be reviewed by the Executive Board and submitted to the Full Board of Directors for approval.

Section III: Each full membership or the equivalent of full membership shall have one full vote on all matters and issues requiring a vote of the Consortium Board of Directors.

Section IV: The Executive Board shall meet semi-annually apart from Board of Directors Meetings. A quorum of Executive Board Members is necessary to conduct official business.

Section V: The Board of Directors shall meet once annually and other times as determined by the Executive Board. A quorum of voting Board Members is necessary to conduct official Consortium business.

Article IV: Officers of the National Consortium of State Guidance Leadership

The governing body of the Consortium shall be the Board of Directors. Voting membership of the Board shall consist of one designated person from each member state or their designee; and the Executive Director of the Center on Education and Training for Employment or their designee. Each full membership shall have one vote.

Section I: Consortium Officers

The officers of the Consortium shall be President, President-Elect, Past President, Secretary, and Executive Director. These officers shall comprise the Executive Board of Directors for the Consortium and shall serve as fiscal oversight committee of the Consortium. Effective date of office will be July 1.

Section II: Terms and Succession of Office

- a. The President shall serve for a 2-year term. Upon completion of a 2-year term of office, the President shall move to the office of immediate Past President.
- b. The immediate Past President shall hold this office for a 2-year term. Membership status will determine if the Past President has voting rights or shall serve as an Ex-Officio members of the Executive Board.
- c. The President-Elect will serve a 2-year term and upon completion of this term, will assume the office of President.
- d. The Secretary shall be elected to a 2-year term.
- e. The Executive Director of the Consortium shall be employed by contract which will specify roles, responsibilities, salary, and reimbursement.

§ The Executive Director will be selected and approved by the Consortium Board on an annual basis.

§ The Executive Director of the Consortium shall be responsible for oversight on all activities as defined and approved by the Board.

- f. Individuals who have completed their term as Past President shall be eligible to again hold office.
- g. Individuals who serve in the position of Secretary shall be eligible to succeed themselves in this position.
- h. All current officers who leave state government employment during their term of office are eligible to complete their term, and shall be eligible to vote.

Article V: Election of Officers

Section I: Elections

Election of officers for the Consortium shall be held prior to a biannual spring meeting of the Consortium Board of Directors. To be eligible to hold an office, candidates must hold full membership or the equivalent.

Section II: Election Procedures

A nominating committee, chaired by the President-Elect and two other eligible Consortium members selected by the chair, shall determine a slate of candidates for each office, as appropriate.

- a. The nominating committee shall determine a slate of candidates and shall assure that the candidates agree to and are qualified to serve in the capacity for which he/she is being nominated.
- b. Election of officers shall be conducted by a mail/fax or e-mail ballot 30 days prior to the date of the spring meeting.
- c. Board members must return their ballots postmarked then (10) days prior to the specified date of the spring meeting.

Section III: Vacancies of Office

If the office of President should become vacant within the first eighteen (18) months of the term of office, the President-Elect will complete the unexpired term as President plus his/her elected 2-year term of office. If the office of President shall become vacant within the last 6 months of the term of office, the President-Elect will complete the unexpired term as President and also serve the role of President-Elect. The Executive Board shall call a special election to fill the vacant office of President-Elect. The new President-Elect shall serve the unexpired term of office as President-Elect plus his/her elected 2-year term of office. If vacancies occur in other offices, the President shall appoint individuals to fill the unexpired term of office with approval of the Executive Board.

Article VI: Duties of Consortium Officers

Section I: The duties of each elected or appointed office of the Consortium shall be as follows:

- a. *President:* The President shall be chief officer of the Consortium and shall preside at all meetings of the Executive Board and Board of Directors. Guided by the Board of Directors, the President shall: be responsible for representing the interests of the Consortium in all matters not brought before the full board; work in close conjunction with the Executive Director concerning all aspects of Consortium affairs; work with the Executive Director and the Executive Board to determine and implement the “program of work;” and carry out all duties and functions appropriate to this office.
- b. *President-Elect:* The President-Elect shall serve in place of the President at all Consortium meetings when the President is unable to attend; assist the President in

carrying out Consortium affairs and the “program of work;” serve as chair of the nominating committee; appoint two other board members to serve on the nominating committee; and be responsible for assuring that all election procedures are carried out according to guidelines. The President-Elect shall serve as parliamentarian for all meetings.

- c. *Past President:* The immediate Past President shall serve as a member of the Executive Board; continue to maintain contacts with organizations and associations as designated by the President in conjunction with the Executive Director; serve as liaison representative to the Executive Director; and report to the Board of Directors at annual meetings as deemed appropriate.
- d. *Secretary:* The Secretary shall keep records and minutes of all Board of Directors and Executive Board meetings; present minutes of all meetings during the interim of previous reports to the board; and carry out other duties and activities as appropriate for the office of secretary.
- e. *Executive Director:* The Executive Director shall be responsible for the oversight and fiscal reporting of all Consortium activities. The Executive Director shall comply with the Articles and Terms of Agreement made with each member agency and for Consortium activities as defined and approved by the Executive Board with approval of the Board of Directors. The Executive Director shall also develop, implement, and coordinate all Consortium projects and activities.

Article VII: Compensation

Section I: Compensation Guidelines for the Consortium Board of Directors and Executive Board:

- a. Payment may be made for expenses related to travel, meals and lodging for Executive Board meetings and shall comply with The Ohio State University or individual state reimbursement policies. Reimbursement for other activities to carry out the mission of the Consortium will be determined by the Executive Board.
- b. Members of the Board of Directors shall not receive compensation or consultant fees for attendance at board meetings or for activities associated with regular board meetings.
- c. Members may be offered compensation for special work assignments requiring use of annual or personal leave time (i.e., vacation, weekends, etc.) and shall conform with individual state guidelines.

Article VIII: Products Developed/Co-Developed By Or On Behalf of the Consortium

Section I: Products and materials developed or co-developed by the Consortium, including copyright, patent, and other proprietorship rights, shall be vested with an entity independent of the Consortium, approved by the Executive Board, for the protection of the Consortium and its members.

- a. The Board of Directors shall advise the independent entity on which products developed should be copyrighted, patented, and/or other proprietorship rights determined on behalf of the Consortium.
- b. Consortium members must request permission in writing to the Executive Board in order to adapt and/or reproduce for state use, all products developed or supported by the Consortium.
- c. For those products produced in part by the Consortium, but financed externally or when ownership lies elsewhere, individual product usage agreements must be established.

Article IX: Royalties/Commissions

Any royalties or commissions accruing from Consortium owned publications or other product sales shall be deposited with an independent entity, approved by the Consortium Board of Directors, to be used for additional research and/or development of programs or other related costs to carry out the work of the Consortium.

Article X: Termination of State Membership

In the event of a state's withdrawal from the Consortium, the title to and royalties for all products solely owned by the Consortium shall be as follows:

Section I: Members should provide the Consortium with a thirty (30) day written notice of their intent to withdraw membership. Written notice should be sent to the President and to the Executive Director of the Consortium.

Section II: Member states who choose to withdraw from the Consortium must request permission in writing to the Board of Directors in order to adapt or reproduce for state use those products developed and solely owned by the Consortium. Use of such products shall be limited to state use only upon granting of permission by the Board of Directors.

Article XI: Consortium Dissolution

In the event of Consortium dissolution, Consortium Member States who have been paid members for 5 years prior to Consortium dissolution shall have the following:

Section I: A vote in the distribution of any remaining funds.

Section II: A vote in the distribution or disposition of real property.

Section III: Consortium members who have been paid members 5 years prior to Consortium termination, shall have the right to adapt and/or reproduce for state use, those products solely owned by the Consortium.

Section IV: The Consortium forfeits ownership of all products and materials.

Article XII: Amendments to By-Laws

Amendments to the By-Laws shall be acted upon at a regularly scheduled meeting of the Board of Directors. Proposed changes to the by-laws shall not be in conflict with the current Articles and Terms of Agreement.

Section I:

Proposed amendments to the By-Laws shall be submitted to the President and to the Executive Director of the Consortium sixty (60) days prior to the next regularly scheduled meeting of the full Board of Directors. The President and/or Executive Director will present the proposed changes to the Executive Board. The Executive Board will review proposed by-law changes prior to submission to the full Board of Directors to determine clarity of purpose and to assure that proposed changes will not impact upon other aspects of the by-laws or upon the Articles and Terms of Agreement. These proposed changes to the By-laws will be mailed to members thirty (3) days prior to the Board Meeting.

Section II:

In order to amend the By-Laws, sixty percent of the member states must be present or represented by proxy at the designated annual meeting.

- a. A two-thirds majority vote will be required to amend the by-laws.
- b. A state may submit a proxy vote in writing which must be postmarked ten days prior to the date of the designated annual meeting. Proxy votes must be submitted to the Consortium President.
- c. A state proxy vote will be acknowledged as a part of the two-thirds requirement when submitted according to time lines and to stated individuals.

Article XIII: Meeting Procedures

All meetings of the Executive Board and the Board of Directors of the Consortium shall be conducted in accordance with “Roberts Rules of Order” current edition. In the event “Roberts Rules of Order” is silent, the Consortium By-Laws and Procedures will be followed.

Article XIV: Articles and Terms of Agreement

The “Articles and Terms of Agreement” must be agreed to and followed by all member states to be granted and maintain membership status.

Article XV: Contractual Agreement

The approved Contractual Agreement with the fiscal agent of the Consortium becomes a part of these By-Laws.

**Articles and
Terms of
Agreement**

**National Consortium of State Guidance Leadership
Membership Agreement**

Effective Date:

This document and the attached Exhibits which contain the mutual covenants and promises therein:

Exhibit I: Articles of Agreement
Exhibit II: Terms of Agreement

comprise an Agreement in the amount of _____ between the State Agency specified below and the Center on Education and Training for Employment located at The Ohio State University, Columbus, Ohio, when executed by the below authorizing officials. This fixed price agreement supersedes any previous Agreement, either written or oral, between the parties hereto and stands alone on its own merits.

Sponsor

Foundation

(State Agency)

Name:

Title:

Agency Representative for the Consortium

Name:

Title: Executive Director

City: Columbus

State: Ohio

Zip: 43210-1090

Phone: 1-800-848-4815 ext 2-8091

The Ohio State University Research Foundation

Name:

Title:

Center on Education and Training for Employment

Name:

Title:

Exhibit I
Articles of Agreement
National Consortium of State Guidance Leadership

Article I: Purpose of Membership Agreement

The purpose of this Agreement is for State Agencies, within the National Consortium of State Guidance Leadership (hereafter referred to as the Consortium), to join together to support common state and national priorities. These priorities could include guidance and counseling programs, career development, measurement, and other concerns relating to guidance and counseling needs, expectations and plans, including education and career preparation of all elementary, secondary, and postsecondary youth and adults, as appropriate.

Article II: Member Organizations, Fees, and Fiscal Accounting

Member organizations shall consist of those state agencies which have responsibilities for guidance and counseling at the K-12 and postsecondary levels. (Such agencies may hereafter hold annual membership agreements with the Center on Education and Training for Employment as authorized through The Ohio State University Research Foundation, Columbus, Ohio.) Each state agency shall show its desire to be a member of the Consortium through payment of an annual fee approved by the Executive Board for a full membership for 1 year. A Full Annual Membership fee of \$2,500, which includes expenses for Consortium related business, is required. One thousand five hundred of this fee shall be maintained in the Consortium administrative account. At least \$1,000 shall be included in individual state set-aside accounts for Consortium related meeting expenses, etc. Any state not expending their total annual travel account, can, if desired, request the remaining funds be rolled over to the next fiscal year. Such requests must be put in writing and sent to the Executive Director of the Consortium. If no letter of roll over is received, the remaining state travel monies will be transferred into the Consortium's administrative budget for the next year. States with varying requirements can add additional money to their state set-aside account for Consortium related meeting expenses. An accumulative accounting will be provided upon request of any or all board members. An accounting will be available upon request for each member's portion of the total funds relative to the second account. Arrangements regarding other classes of membership are stated in the By-Laws of the Consortium. The parties to this agreement hereby agree that additional parties may become members under the terms and conditions consistent with these Articles of Agreement and for the purpose of strengthening the Consortium.

Article III: Products

Products of the Consortium will be made available at special discount prices to all current members. The rights to all products and materials developed and co-developed through this Consortium, including copyright, patent, and other proprietorship rights, shall be vested with an independent entity approved by the Board of Directors. Information regarding other aspects of product development, copyright and sales are found in the By-Laws, Article VIII.

Article IV: Royalties/Commissions

Any royalties/commissions accruing from Consortium owned publications/product sales shall be deposited with an independent entity to be used for additional research and/or development of programs

or other related costs for the Consortium. The independent entity will make appropriate payments semi-annually to the Consortium for deposit in the Consortium's administrative account.

Article V: Member Statutory Restrictions

The Center on Education and Training for Employment will not be held responsible for any individual member of the Consortium in terms of compliance with restrictions or limitations imposed by the federal or state governments.

Article VI: Authority to Carry Out Programs

The Consortium shall operate on an annual membership renewal basis. All programs approved by the Consortium shall be carried out under “contractual relationships” by and among the Consortium member state; The Ohio State University Research Foundation representing the Center on Education and Training for Employment; and independent entities, approved by the Board of Directors.

Article VII: Program of Work

The annual program of work will be approved by the Board of Directors. The annual program of work activities of the Consortium will be conducted by third parties only when selected and approved by the Executive Board of the Consortium or the Consortium Board of Directors.

Article VIII: Fiscal Year

The fiscal year of the Consortium shall begin on July 1 and shall end on June 30. Individual member states will also have the option to request that their membership year coincide with that established by their respective state.

Article IX: Termination of State Membership

In the event of State withdrawal from the Consortium, the title to and royalties for all products solely owned by the Consortium shall be as follows:

Section I: Members should provide the Consortium thirty (30) day written notice of their intent to withdraw membership. Written notice should be sent to the President and to the Executive Director of the Consortium.

Section II: Member states, who choose to withdraw from the Consortium, must request permission in writing to the Executive Board in order to adopt or reproduce products for state use developed and solely owned by the Consortium.

Article X: Consortium Dissolution

In the event of Consortium dissolution, Consortium Member States who have been paid members for 5 years prior to Consortium dissolution shall have the following:

Section I: A voice and vote in the distribution of any remaining funds.

Section II: A voice and vote in the distribution or disposition of real property.

Section III: Full Consortium members, who have been paid members 5 years prior to Consortium dissolution, shall have the right to adapt and/or reproduce for state use, those products solely owned by the Consortium.

Section IV: The Consortium forfeits ownership of all products and materials.

Article XI: Amendments to Articles and Terms of Agreement

Amendments to the Articles and Terms of Agreement shall be acted upon at a regularly scheduled meeting of the Board of Directors. proposed changes to the Articles and Terms of Agreement shall not be in conflict with the current By-Laws of the Consortium.

Section I: Proposed amendments to the Articles and Terms of Agreement shall be submitted to the President and to the Executive Director of the Consortium sixty (60) days prior to the next regularly scheduled meeting of the full Board of Directors. The President and/or Executive Director will present the proposed changes to the Executive Board. The Executive Board will review proposed changes prior to submission to the full Board of Directors to determine clarity of purpose and to assure that proposed changes will not impact upon other aspects of the By-Laws or upon the Articles and Terms of Agreement. The proposed changes to the Articles and Terms of Agreement will be mailed to members thirty (30) days prior to the Board Meeting.

Section II: In order to amend the Articles and Terms of Agreement, sixty percent of the member states must be present at the annual meeting.

- a. A two-thirds majority will be required to amend the Articles and Terms of Agreement.
- b. A state may submit a proxy vote in writing which must be postmarked then (10) days prior to the date of the annual meeting. Proxy votes must be submitted to the Consortium President or to the Executive Director of the Consortium.
- c. A state proxy vote will be acknowledged as a part of the two-thirds requirement when submitted according to time lines and to stated individuals.

Exhibit II

Terms of Agreement

Article I: Program of Work

The program of work under this Agreement shall be performed cooperatively by the National Consortium of State Guidance Leadership, The Center on Education and Training for Employment, and other independent entities approved by the Board of Directors.

Article II: Performance

This Agreement shall be binding on all parties, and the effort shall commence on the effective date of this Agreement and continue through the fiscal year, as specified.

Article III: Terms of Payment

Each National Consortium of State Guidance Leadership member shall pay an annual membership fee as specified in Article II, Exhibit I. The fee will be due on July 1 of each year or modified within Exhibit I, Article VIII of the agreement.

Article IV: Authorization

This Agreement shall be binding upon the parties herein designated when officially signed by the appropriate designee of the parties.

Article V: Additional Scopes of Work

Parties to this Agreement may add additional funds for a specific or special purpose which is not covered by the program of work and as approved by the Consortium Board of Directors. This Agreement shall be amended to provide for those additional purposes at the designated additional amount of funding.

**Procedures and Guidelines
for Obtaining
External Funding,
Support and
Formal Agreements**

**Procedures for Obtaining External Funding, Support,
and Formal Agreements
Involving
The National Consortium of State Guidance Leadership**

All agreements involving The National Consortium of State Guidance Leadership and other agencies or organizations shall adhere to accepted ethical and professional practices as defined within each individual member state.

The following criteria/steps are to be followed:

1. The initial idea is generated by or provided to the Executive Director of the Consortium via personal contact, letter, fax, or e-mail.
2. After the initial review, the Executive Director will forward descriptive information and other materials as appropriate to the Executive Board of the Consortium for their review and consideration. The Executive Director will arrange for a conference call with all Executive Board members for further discussion and clarification.
3. The Executive Director, together with other Consortium members if appropriate, will develop an outline/abstract of the proposed project or opportunity. This outline/abstract will include the following:
 - a. A statement of benefits to both the field of guidance and to the Consortium
 - b. A description of products, materials, and/or activities to be developed or undertaken solely by the Consortium or in partnership with other entities
 - c. the dollar amount involved
 - d. a description of the proposed time frame
 - e. identified the appropriate fiscal agent to represent the Consortium in the proposed project or activity
4. An outline of proposed program, activity or project is submitted to the Executive Board for approval or rejection.
5. If approved, a proposal is prepared and submitted to the Executive Board for review, modification, and tentative approval.
6. The proposal will be revised as authorized and copies sent to the sponsor and to all Consortium Board members for their review and feedback.
7. Based upon the Consortium Board and sponsor reaction, modifications will be made, as appropriate.
8. The approved fiscal agent and the Consortium Executive Director will conduct negotiations leading to a final contract/agreement.

9. The fiscal agent and the Executive Director will finalize the budget and develop a required scope of work.
10. The final project will be submitted to the Executive Board for approval on behalf of the Consortium Board. After final approval by the Executive Board, the project will be submitted to the sponsor for their final approval.
11. After a final agreement is reached, a complete proposal and budget will be sent to the Consortium Board for their records.
12. Progress reports will be given at each meeting of the Executive Board and/or Consortium Board by the Executive Director or other Consortium members, as appropriate.

**Guidelines for Obtaining External Funding, Support
and Formal Agreements Involving
The National Consortium of State Guidance Leadership**

1. The project sponsor can suggest their incentive for writing and negotiating contracts on behalf of the Consortium.

Examples:

- a. Flat fee
 - b. Percentage of total budget, if project is approved
2. The role of the writer/developer shall be specified within the project.
 3. Within any approved project, all use of the Consortium name and/or logo shall not be used without Consortium Board approval.
 4. Names of individual member states shall not be placed on any marketing or project products without written approval.
 5. Any single or subgroup of Consortium member states can elect to endorse and/or participate in projects and products not formally endorsed by the Consortium.
 6. The use of Consortium name, logo, letterhead and or other Consortium materials for any project purpose must be approved by the Consortium Board.
 7. The project sponsor shall build into the budget and scope of work, activities that will show direct benefits to the Consortium, including financial outcomes.
 8. The project sponsor shall give first right of refusal to all Consortium Board members for appropriate work/tasks to be achieved within projects that are funded.
 9. The use of Consortium name, logo, letterhead, or other Consortium related materials on projects/programs not endorsed by the full Consortium shall carry a disclaimer statement which implies that all member states may not have endorsed the project or may otherwise have elected not to participate.

The Consortium name, logo, and related Consortium materials used herein is not intended to reflect the position or policies of individual member states. Consortium materials carrying the names of individual member states shall not imply or infer official endorsement of any project or product by member states who may not have endorsed the product/project or may otherwise have elected not to participate.